

**REQUEST FOR PROPOSAL**  
**FOOD AND NUTRITION SERVICES**  
**Department of Health and Hospitals (DHH)**



**File Number: S124730**

**Solicitation Number: 2246837**

**Proposal Opening Date: November 1, 2011**

**Proposal Opening Time: 10:00 a.m.**

**State of Louisiana  
Office of State Purchasing**

**September 26, 2011**

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# REQUEST FOR PROPOSAL

## FOOD AND NUTRITION SERVICES

### **PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

#### **1.1 Background**

The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The DHH is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.

The DHH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to the DHH.

The DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.

Within each hospital or health care facility, individual resident diets are directed by physician order, and dietary/food services are an integral part of the interdisciplinary care planning and treatment of the individual.

#### *Office of Aging and Adult Services*

The Office of Aging and Adult Services oversees operation of the Villa Feliciana Medical Complex.

Villa Feliciana Medical Complex (VFMC) is an inpatient medical facility located near Jackson, Louisiana. VFMC serves 150-160 individuals with various chronic and acute medical and nursing needs, and is licensed for 334 beds. VFMC is licensed as a hospital and certified under CMS standards for Medicare and Medicaid inpatient services. VFMC operates a small general hospital unit within the overall setting, and also operates the only inpatient unit in the state for inpatient treatment of tuberculosis. The majority of services provided at the facility involve skilled nursing facility level of care. Villa provides inpatient nursing facility care to forensic and mental health patients of ELMHS who are post general hospital care, and who require nursing facility level of care.

Residents served at the facility include those difficult to place in other nursing homes. In addition to chronic and debilitating illnesses include hypertension, diabetes, heart disease, and progressive neurological disorders, many of the residents are also diagnosed mental health illness. Residents are monitored according to CMS standards for weight gain and weight loss, and individual diets altered accordingly. VFMC also treats residents requiring acute and skilled care related to post hospitalization, and geriatric care. Many residents are high risk for pressure sores or are admitted with pressure sores, and require supplemental nutrition. Specialty services and programs include ventilator care, enteral care, bariatrics, and a secure unit for inpatient treatment of residents with tuberculosis who are non compliant with treatment in a community setting.

## *Office of Behavioral Health*

The Office of Behavioral Health (OBH) operates three state psychiatric facilities which provide mental health evaluation, treatment, and rehabilitation services to adults with severe and persistent mental disorders and child/adolescents with serious emotional/behavioral disorders. The hospitals provide a variety of services intended to facilitate the individual's return to the community where both formal and informal networks are linked to provide the necessary supports and services for continued recovery.

Central Louisiana State Hospital (CLSH) is located in Pineville, Louisiana and provides intermediate psychiatric care to approximately 60 adult and adolescent residents who have been diagnosed with a psychiatric illness. The hospital's mission is to provide quality assessment, diagnosis, and treatment services to residents at the intermediate level. One of our goals is to provide quality nutritional meals that will compliment the overall treatment experience for all our residents.

East Louisiana Mental Health System (ELMHS) is comprised of three campuses (2 located in Jackson, Louisiana and 1 located in Greenwell Springs, Louisiana). ELMHS provides mental health services to 520 individuals with 397 being served at the ELMHS East campus, 75 being served at the ASSA campus and 48 being served at the Greenwell Springs campus. In addition, ELMHS also houses the Spring House program and the Pathways program which is both located on the Greenwell Springs campus.

Southeast Louisiana Hospital (SELH) is a medium size psychiatric hospital located in Mandeville, Louisiana. SELH currently serves 176 individuals (126 adult, 50 youth) being treated for mental illness and provides, through lease agreements, facilities and support for an additional 86 individuals (66 adult, 20 youth).

## *Office for Citizens with Developmental Disabilities*

The Office for Citizens with Developmental Disabilities (OCDD) is committed to ensuring quality services and supports, information, and opportunities for choice to people of Louisiana with developmental disabilities and their families. OCDD's core values include accountability, choice, clarity, cultural sensitivity, dignity, inclusion, partnership, person/family driven services system, empowerment, and quality of life.

North Lake Supports and Services Center (NLSSC) is a large Intermediate Care Facility/Developmental Disabilities (ICF/DD) located in Hammond, Louisiana. NLSSC currently serves 272 individuals with intellectual and developmental disabilities with a licensed capacity of 464. NLSSC is also currently accredited by the Council on Quality and Leadership. Several years ago, NLSSC and The United States Department of Justice entered into a settlement agreement, which resulted in a number of improvements across facility programs and services, including Food and Nutrition Services. NLSSC successfully exited the settlement agreement in June 2007.

The majority of individuals served by NLSSC are diagnosed with severe or profound mental retardation with developmental disabilities. Many of the individuals have associated conditions such as sensory impairments, swallowing and digestive disorders, a variety of physical limitations and are medically complex and fragile. Additionally, many of the residents have behavioral and/or psychiatric difficulties.

Northwest Supports and Services Center (NWSSC) is an ICF/DD located in Bossier City, Louisiana. NWSSC currently serves approximately 150 individuals with developmental disabilities. NWSSC is also currently accredited by the Council on Quality and Leadership.

The majority of individuals served by NWSSC are diagnosed with severe or profound mental retardation with developmental disabilities. Many of the individuals have associated conditions such as sensory impairments, swallowing and digestive disorders, a variety of physical limitations and are medically complex and fragile. Additionally, many of the residents have behavioral and/or psychiatric difficulties.

Pinecrest Supports and Services Center (PSSC) is a large ICF/DD located in Pineville, Louisiana. PSSC currently serves 461 individuals with developmental disabilities. PSSC is currently accredited by the Council on

Quality and Leadership. Several years ago, PSSC and The United States Department of Justice entered into a Settlement Agreement which resulted in a number of improvements across facility programs and services including Food and Nutrition Services. PSSC successfully exited the settlement agreement in June 2007.

The majority of individuals served by PSSC are diagnosed with severe or profound mental retardation with developmental disabilities. Many of the individuals have associated conditions such as sensory impairments, swallowing and digestive disorders, a variety of physical limitations and are medically complex and fragile. Additionally, many of the residents have behavioral and/or psychiatric difficulties.

### **1.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593.C. from bona fide, qualified proposers who are interested in providing food services at the included facilities with a maximum combined capacity of over 3,000 beds and a current combined census of 1759.

A contract is necessary to obtain the following services for the individuals served by the included facilities, of which some individuals are enterally supported:

1. Development of healthy menus for adults, adolescents, and children, in collaboration with the designated staff per included facility, to comply with applicable state and federal regulations and to provide nutritional, heart healthy meals in accordance with the DHH Nutrition Standards (Attachment I); this includes provision of a wide range of special diets.
2. Purchasing, receiving, storage of, and payment for all food and/or food ingredients, including beverages, and non-food items necessary to prepare, deliver, and serve nutritionally balanced meals to the individuals served by the included facilities;
3. Delivery of food to all food service areas at each facility location;
4. Hiring and training of sufficient staff to prepare and serve three (3) hot meals, including beverages, and two (2) nutritious snacks per day, seven (7) days per week for each resident
5. Provision of nutritional supplements as prescribed by physicians and per facility formulary which will include oral supplementation, pre-thickened liquids, and enteral supplements per the facilities request (excluding those supplements that meet other reimbursement criteria); and
6. Provision of healthy meals and healthy snacks, including beverages, to facility residents as well as to facility staff and approved evacuees sheltered at the included facilities during emergency situations (e.g. hurricanes, ice storms, power outages).

### **1.1.2 Goals and Objectives**

The goal of this proposal is that a Contractor will be selected for this project to direct the Food Services preparation, production, and delivery of all food service operations for the included facilities. The Contractor shall report directly to a designated employee per included facility. The Contractor shall provide the services of a sufficient number of kitchen staff to receive, store, prepare, and cook food from bulk raw materials for meal preparation; to receive, store, and prepare food from bulk raw materials for snack preparation; to receive and store nutritional supplements and beverages; to receive, store, and use non-food items necessary for meal and snack preparation, delivery, and service; to deliver meals, snacks, and beverages; and to serve meals, snacks, and beverages as designated per included facility.

The overall result of this contract will be improved customer satisfaction with meals as evidenced by family and/or consumer interviews/surveys; improved appearance of plated food, especially modified diet plates (i.e. diced, finely diced, chopped, ground, and/or pureed food); improved delivery and compliance with dysphagia diets resulting in decreased risks for aspiration; improved healthy menu offerings and more choices of foods customized to meet the personal preferences of residents; motivated food service staff as evidenced by improved self-esteem and pride in work as measured by staff satisfaction surveys; eliminated need for included facilities to order food/food ingredients, beverages, and non-food items associated with meal preparation, delivery, and service of state contract and/or to solicit bids for items not on state contract; eliminated need to

warehouse large quantities of canned, dry, or frozen food; eventual elimination through natural attrition of approximately one hundred eighty-eight (188) classified civil service positions assigned to food service operations; and realization of improved economic and operating efficiencies in the overall food service operation by embracing the latest procurement and just-in-time inventory practices available to private entities that are not available to state agencies.

## 1.2 Definitions

- A. Shall – The term “shall” denotes mandatory requirements per RS: 39:1556(24).
- B. Must - The term “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – The term “should” denotes a desirable action.
- E. Contractor – Any person having a contract with a governmental body.
- F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- G. State- The State of Louisiana.
- H. CLSH- Central Louisiana State Hospital
- I. DHH- Department of Health and Hospitals
- J. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP
- K. ELMHS- Eastern Louisiana Mental Health System
- L. ICF/DD- Intermediate Care Facility/Developmental Disabilities
- M. IMD- Institute for Mental Disorders
- N. Included Facilities- All facilities included in the RFP (i.e. VFMC, CLSH, ELMHS, SELH, NLSSC, NWSSC, and PCSSC)
- O. LTC- Long-Term Care hospital
- P. NLSSC- Northlake Supports and Services Center
- Q. NWSSC- Northwest Supports and Services Center
- R. OAAS- Office of Aging and Adult Services
- S. OBH- Office of Behavioral Health
- T. OCDD- Office for Citizens with Developmental Disabilities
- U. PSSC- Pinecrest Supports and Services Center

V. Redacted Proposal- The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes

W. SELH- Southeast Louisiana Hospital

X. VFMC- Villa Feliciana Medical Complex

### 1.3 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP mailed to prospective proposers and posted to LaPAC	9/26/11	
2. Pre-Proposal Conference (mandatory):	<i>see attachment V</i>	
3. Deadline to receive written inquiries	10/17/11	
4. Deadline to answer written inquiries	10/21/11	
5. Proposal Opening Date (deadline for submitting proposals)	11/1/2011	10:00 a.m.
6. On Site Presentations/Demonstrations The top three scoring proposers may be invited to provide onsite presentations or demonstrations of services and/or products.	TBD	
7. Notice of Intent to Award to be mailed	TBD	
8. Contract Initiation	TBD	

**NOTE: The State of Louisiana reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.**

### 1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <http://www.prd.louisiana.gov/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Purchasing.

It is the Proposer's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a proposer's failure to download any addenda documents required to complete a Request for Proposal.

All proposals shall be received by the Office of State Purchasing **no later than the date and time shown in the Schedule of Events.**

**Important -Clearly mark outside of envelope, box or package with the following information and format:**

- X **Proposal Name: Food and Nutritional Services Department of Health and Hospitals**
- X **File Number: S12473O, Solicitation Number: 2246837**
- X **Proposal Opening Date: November 1, 2011**



**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.**

Proposals may be mailed through the U. S. Postal Service to our box at:

Office of State Purchasing  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

Proposals may be delivered by hand or courier service to our physical location at:

Office of State Purchasing  
1201 North 3<sup>rd</sup> St.  
Suite 2-160  
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.**

### **1.5 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should exhibit The Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

**ATTENTION:** R. S. 39:1594(C)(4) requires evidence of authority to sign and submit proposals to the State of Louisiana. Please indicate in the Cover Letter which of the following applies to the signer of this proposal.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of state **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the secretary of state. **A copy of the annual report or partnership record must be submitted to the Office of State Purchasing before contract award.**
2. The signer of the proposal is a representative of the proposer authorized to submit this proposal as evidenced by the corporate resolution **or** certification as to corporate principal. **If this applies a copy of the resolution or certification must be attached to the Cover Letter.**

3. The proposer has filed with the secretary of state an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Purchasing before contract award.**
4. The signer of the proposal has been designated by the proposer as authorized to submit proposals on the proposer's vendor registration on file with the Office of State Purchasing.

The cover letter should also

- Identify the submitting Proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Introduction/Proposer Qualifications and Experience:** Summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of DHH, OAAS, OBH, OCDD, and the included facilities as related to the scope of this RFP.

Also, this section should include the history and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, demonstrated volume of merchants, etc. Key personnel and the percentage of time directly assigned to the project should be identified. Résumés of all known personnel should be included.

- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements. The Proposer must:
- Articulate the ability to develop and implement an All Hazards Response plan
  - Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
  - Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
  - Describe approach and strategy for project oversight and management.
  - Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
  - As an appendix to its proposal, if available, proposers should provide copies of any policies and procedures manuals applicable to this contract, inclusive of organizational standards or ethical standards. This appendix should also include a copy of proposer's All Hazards Response Plan, if available.
- E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule:** Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.

- G. **Financial Proposal:** The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the DHH the proposer's financial resources sufficient to conduct the project.

Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined including continuity and expansion of food service operations during emergency situations. An item by item breakdown by facility of costs shall be included in the proposal.

Proposers shall submit the breakdown in a similar format to the attached sample cost template form (See Attachment III) for each year of the contract to demonstrate how cost was determined.

### **1.5.1 Number of Response Copies**

Each Proposer shall submit one (1) signed original response, (1) electronic copy, (7) additional hard copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6). No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.

### **1.5.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

## **1.6 Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

*“The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”*

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the Office of State Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Pre-proposal Conference**

An onsite pre-proposal conference details regarding date, time and location are included in the **Schedule of Events (Section 1.3)** Prospective proposers must participate in the conference to obtain clarification of the requirements of the RFP, view each kitchen/serving areas and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the state will be stated in writing in response to written questions.

### **1.7.2 Proposer Inquiry Periods**

The state shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The state reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during the Pre-proposal conference). All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Purchasing  
Attention: Gina Purpera  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

1201 North Third St.  
Claiborne Bldg., Suite 2-160  
Baton Rouge, LA 70802

E-Mail: [gina.purpera@la.gov](mailto:gina.purpera@la.gov)

Phone: (225)342-6963/ Fax: (225)342-8688

An addendum will be issued and posted at the Office of State Purchasing LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any state employee or state consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Purchasing is not responsible for a proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with R.S. 39:1671. Such protest shall be made in writing to the Director of State Purchasing at least two days prior to the deadline for submitting proposals.

**Note:** LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website [[www.doa.louisiana.gov/osp](http://www.doa.louisiana.gov/osp)]. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

Vendor self-enrollment in LaPAC was disabled November 15, 2010. All vendors are to now register in the LaGov portal. Registration is intuitive at the following link: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg) and help scripts are available on OSP website under vendor center at <http://www.doa.louisiana.gov/osp/vendorcenter/regnhelp/index.htm>.

## 1.8 Errors and Omissions in Proposal

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

## 1.9 Proposal Guarantee –

NOT REQUIRED FOR THIS RFP

## **1.10 Performance Bond**

The successful proposer shall be required to provide a performance (surety) bond in the amount of 10% of the total contract amount to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The performance bond is to be provided within 10 working days from request. Failure to provide within the time specified may cause your offer to be rejected.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

## **1.11 Changes, Addenda, Withdrawals**

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

## **1.12 Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the Office of State Purchasing.

## **1.13 Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

## **1.14 Waiver of Administrative Informalities**

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

## **1.15 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so.

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

### **1.16 Ownership of Proposal**

All materials (paper content only) submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to proposers. Any copyrighted materials in the response are not transferred to the State.

### **1.17 Cost of Offer Preparation**

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

### **1.18 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

### **1.19 Taxes**

Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.

### **1.20 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

### **1.21 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **1.22 Use of Subcontractors**

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the State urges the prime contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

### **1.23 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions. An additional 10 number of points may be awarded as a result of the on-site presentation/demonstration.

### **1.24 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

### **1.25 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Director of State Purchasing for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the State.

### **1.26 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most responsive Proposer. Negotiation may include revision of non-



mandatory terms, conditions, and requirements. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

### **1.27 Contract Award and Execution**

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in Attachment II of this RFP and submit any exceptions or deviations the proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable. If applicable, a proposer may submit or refer to a Master Agreement entered into by the contractor and the State in accordance with R.S. 39:198(e).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

### **1.28 Notice of Intent to Award**

Upon review and approval of the evaluation committee's and agency's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with RS: 39:1671, to the Director of State Purchasing, within fourteen days of the award/intent to award.

### **1.29 Debriefings**

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Office of State Purchasing. Contact may be made by phone at (225) 342-6963 or E-mail to [gina.purpera@la.gov](mailto:gina.purpera@la.gov)

### **1.30 Insurance Requirements**

#### **1. Contractor's Insurance**

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the DHH for approval. The Contractor shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved.

If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the DHH and consented to by the DHH in writing and the policies shall so provide.

## 2. Compensation Insurance

Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute. The included facilities will be responsible for obtaining and maintaining Worker's Compensation Insurance for all of the state civil service classified employees working in food services positions.

## 3. Commercial General Liability Insurance

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the DHH, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the DHH. Such insurance shall name the DHH as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000. The included facilities will be responsible for maintaining General Liability Insurance for all of the state civil service classified employees working in food services positions.

## 4. Insurance Covering Special Hazards

Special hazards as determined by the DHH shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

## 5. Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified. The included facilities will be responsible for maintaining Automobile Liability Insurance for all of the state civil service classified employees working in food services positions.

### 1.31 Subcontractor Insurance

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

### 1.32 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### **1.33 Fidelity Bond Requirements**

The Contractor shall be required to provide a Fidelity Bond in the amount of 10% of the total contract to protect the State from loss resulting from acts of crime or fraud perpetrated either by the Contractor, its agents

or subcontractors or against the Contractor, its agents or subcontractors. The Department of Health and Hospitals shall be the named beneficiary.

The fidelity bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. This bond will be required prior to execution of the contract.

### **1.34 Payment for Services**

The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices per site monthly or as defined in the contract terms. Payment of invoices is subject to approval of the designated facility staff per included facility.

### **1.35 Termination**

#### **1.35.1 Termination of the Contract for Cause**

The State may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

#### **1.35.2 Termination of the Contract for Convenience**

The State may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **1.35.3 Termination for Non-Appropriation of Funds**

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **1.36 Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Commissioner of Administration.

### **1.37 No Guarantee of Quantities**

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

### **1.38 Audit of Records**

The State legislative auditor, federal auditors and internal auditors of the Department of Health and Hospitals, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### **1.39 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

### **1.40 Record Retention**

Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended there under for at least five (5) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the Contractor's site, without expense to the Department.

### **1.41 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

### **1.42 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

### **1.43 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of OSP.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **1.44 Substitution of Personnel**

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

#### **1.45 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

#### **1.46 Claims or Controversies**

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, RS39:1673.

#### **1.47 Proposer's Certification of OMB A-133 Compliance**

Certification of no suspension or debarment: By signing and submitting any proposal for \$25,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>.

#### **1.48 Civil Rights**

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

#### **1.49 Anti-Kickback Clause**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

### **1.50 Clean Air Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

### **1.51 Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

### **1.52 Clean Water Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

### **1.53 Anti-Lobbying and Debarment Act**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

#### **1. General Requirements (Applicable to all Included Facilities)**

The Contractor agrees that while providing on-site services at included facilities, contractor will comply with included facilities' policies and procedures. Within 30 days of the start date of the operations, contractor will submit a policy and procedure manual to DHH for approval incorporating all similar information and then specify unique information policy and procedures as they apply for each facility.

Emergency operations requirements - Employees of contractor (assigned to included facilities) must be able to be physically present at the assigned included facility within one (1) hour response time to attend an emergency meeting or deal with any problems that may arise as a result of a natural disaster, weather conditions, fire or any other type of emergency that makes it necessary to have the food services staff return to the facility to prepare food or distribute emergency food supplies. The Contractor will be responsible for providing diet-compliant meals and snacks on the routine meal service schedule even during emergency situations, including hurricanes and winter storms, when there may be periods of power outages. Additionally, contractor will be responsible for providing meals and snacks on the routine meal service schedule for facility staff working at and approved evacuees being sheltered at the included facilities during emergency situations, including but not limited to hurricanes and winter storms. Additional meals prepared and served to sheltered residents and/or staff may be billed on a per meal basis. The Contractor shall provide a Continuity of Operations Plan (COOP) to facility administration to ensure uninterrupted service in emergency situations.

#### **2. Programmatic Requirements (Applicable to all Included Facilities)**

The contractor will, through research and surveys, and in conjunction with the designated person per included facility, design and recommend changes to the included facility's menu cycle, incorporating new menu offerings and offering choices of foods that are age appropriate, culturally appropriate, in accordance with the DHH Nutrition Standards (Attachment I) and customized to meet the unique needs and/or personal preferences of the residents.

The contractor shall provide multiple week cycle menus, minimum of four and maximum of six week. Within each day's meals the contractor shall provide a range of choice for each resident.

For a typical mid day or evening meal, for residents not on a restricted diet, the choices available to residents shall include a minimum of two healthy alternative choices each; main protein item, vegetable, starch/bread/carbohydrate, fruit, drink, and dessert. For breakfasts, meal choices shall include at least two alternate choices for each menu item e.g. for cereal choice of hot or cold, for carbohydrate choice of toast/biscuit/muffin, choice of fruit, etc. For residents dissatisfied with menu choices, the Contractor shall provide an acceptable healthy alternative, if the resident is on a restricted diet the alternative choice must be approved by the facility registered dietitian.

The Contractor shall provide special healthy diets for adult, adolescent, and child residents of the included facilities as required by physician's orders. This includes three (3) regular hot meals per day, including beverages, seven (7) days per week; two (2) nutritious snacks daily, seven (7) days per week and additional snacks as ordered by the physician; diets in accordance with physicians' orders, to include therapeutic diets (e.g. low sodium, low fat, low cholesterol, diabetic, renal), modified texture diets as defined according to facility standards with modified texture diets including mechanical soft, chopped, ground, and pureed, and nutritional supplements; and pre-thickened liquids to nectar, honey, and pudding consistencies with a variety of beverages. The Contractor shall provide special diets for residents of the included facilities as required by physicians' orders and as noted above daily, regardless of weather conditions, staffing issues, or other variables.

The Contractor will ensure there are no more than fourteen (14) hours between the dinner and breakfast meal. Contractor agrees that meals will be served at times mutually agreed upon between designated staff per included facility and the Contractor. Contractor further agrees that these times are subject to change and that adequate notice will be given to the Contractor.

The Contractor will ensure all meals served meet State, Federal, and independent regulatory agency (ex: The Joint Commission) requirements and standards for recommended daily allowances, serving temperatures, and sanitation standards as applicable to the site. Contractor will make available a variety of sauces, condiments, creamer, sugar, and sugar substitute for use during meals. Where individual facilities use a designated diet manual, the Contractor shall also use that diet manual. All menus shall be approved by the facility registered dietitian. Portion control shall be applied by the contractor where part of the dietitian approved menu.

The Contractor shall provide healthy occasion-appropriate food, beverages, and food service items for special events held at the included facilities upon request and with the prior approval of the designated person per included facility. Special events include, but are not limited to, birthday parties for residents, living unit cookouts, holiday parties, luncheons, dances, etc. Holiday meals shall be appropriate to the holiday, and may include healthy holiday specific menu items, presentation, garnishment, holiday appropriate server accoutrements, and decorations.

The Contractor will provide coffee for designated serving areas with/after breakfast and at the afternoon snack time as specified per included facility.

The Contractor will provide juices, puddings and other supplements for use by nursing staff during the medication administration process as prescribed by physician's order. These items will be provided to designated medication administration sites per included facility on a routine basis in sufficient quantity



to meet the needs of the individuals served by the medication administration site for intervals agreed upon per included facility.

Contractor will provide additional healthy meals for facility staff and evacuees sheltered at each included facility during emergency situations as specified per included facility below.

Contractor must be prepared to serve cold meals, or substitute meals for the residents in the event that a utilities shutdown unexpectedly occurs or as a planned shutdown is scheduled.

For every meal served the Contractor must keep a mock tray in the cooler for a 24 hour period.

### 3. Programmatic Requirements (Specific to Each Included Facility)

#### a. Office of Aging and Adult Services

##### i. VFMC:

- Contractor will provide menus on a weekly basis to all resident care Units to post on the units.
- The Contractor will provide healthy bagged breakfast, lunches and supper for residents going on outings, court trips or appointments on a daily basis as required by the scheduling staff.
- The Contractor will provide healthy lunch meals for sale to employees, students and visitors. Approximate 20-25 employee lunches are served per day. Contractor will also provide lunch meals for the inmate work crew assigned to VFMC.
- The Contractor will provide up to 110 additional healthy meals per meal service to facility staff and evacuees sheltered at the facility during emergency situations (e.g. hurricanes, winter storms). These meals will be prepared by contractor staff and will be picked up at the kitchen by designated facility staff for distribution to the meal recipients.

#### b. Office of Behavioral Health

##### i. CLSH:

- The Contractor will provide healthy cold meals for residents who miss regular meals through no fault of their own (i.e. late admission, doctor's appointments, etc), estimated 5 per day.
- The Contractor will provide healthy food for special events (picnics, etc.) in lieu of regular lunch upon seventy-two (72) hour notice.
- The Contractor will provide cake and low fat ice cream monthly to three (3) resident units (approximately 100 servings).
- The Contractor will provide Food Service for individuals at the Extra Mile program, housed on the grounds of Central Louisiana State Hospital one healthy (1) meal per day, five (5) days a week for approximately 10 people, approximately fifty (50) meals a week.
- The Contractor shall have the capability of preparing any meal changes due to admissions or discharges up to one hour prior to serving time.
- Sale of meals to employees should not be calculated as part of any proposals but may be allowed after services begin with the cost per meal to be negotiated by facility administration and contractor. The Contractor will provide up to 136 additional meals per meal service to facility staff and evacuees sheltered at the facility during emergency situations (e.g. hurricanes, winter storms).

##### ii. ELMHS:

- The Contractor will provide healthy cold meals for residents who miss regular meals through no fault of their own (i.e. late admission, doctor's appointments, etc), estimated 5 per day.
- The Contractor will provide healthy food for special events (picnics, etc.) in lieu of regular lunch upon seventy-two (72) hour notice.
- The Contractor will supply and provide coffee urns (utilize existing and replace as necessary) and decaf coffee twice daily to 18 adult inpatient units.

- The Contractor will provide cake and low fat ice cream monthly to 18 resident units (approximately 15-25 servings each unit).
  - Sale of meals to employees should not be calculated as part of any proposals but may be allowed after services begin with the cost per meal to be negotiated by facility administration and the Contractor.
  - The Contractor will also provide meals to contracted DCI inmate crews which number at a daily peak of 12 inmates. These inmates are served 1 meal a day (lunch) 5 days per week and 265 days / year for a total of 2200 meals per annum.
  - The Contractor will provide up to 264 additional meals per meal service to facility staff and evacuees sheltered at the facility during emergency situations (e.g. hurricanes, winter storms).
- iii. SELH:
- The Contractor will provide healthy food for special events (picnics, etc.) in lieu of regular lunch upon seventy-two (72) hour notice.
  - The Contractor will provide cake and low fat ice cream monthly to eight (8) resident units (approximately 10-20 servings each).
  - The Contractor will provide healthy cold meals for residents who miss regular meals through no fault of their own (i.e. late admission, doctor's appointments, etc), estimated 6-8 per day.
  - The Contractor will supply and provide coffee urns (utilize existing and replace as necessary) and decaf coffee twice daily to 6 adult inpatient units.
  - The Contractor shall have the capability of preparing any meal changes due to admissions or discharges up to one hour prior to serving time.
  - Sale of meals to employees should not be calculated as part of any proposals but may be allowed after services begin with the cost per meal to be negotiated by facility administration and the contractor.
  - The Contractor will provide up to 100 additional healthy meals per meal service to facility staff and evacuees sheltered at the facility during emergency situations (e.g. hurricanes, winter storms).
- c. Office of Citizens with Developmental Disabilities
- i. NLSSC:
- The Contractor will provide a healthy lunch, including beverage, for approximately fifteen (15) Foster Grandparents, Monday-Friday.
  - The Contractor will provide approximately six (6) healthy cold meals per day for residents who miss regular meals through no fault of their own (i.e. late admission, doctor's appointments, etc), estimated 15 per day.
  - The Contractor will provide approximately six (6) healthy sack lunches per day, including beverages, for individuals served which obtain employment by outside contracts. The Contractor will provide sack lunches, including beverages, for approximately 75 individuals served which participate in community-integrated outings requiring meals.
  - The Contractor will provide special request items not included in the planned menu cycle based on individual resident preferences and on Interdisciplinary Team requests in order to facilitate adequate caloric and/or fluid intake. Examples of special request items include, but are not limited to: sugar-free drink mix packets and sodas, low fat cookies, yogurt, and/or low fat ice cream.
  - The Contractor will provide enteral nutritional supports as needed and not covered by other funds
  - The Contractor will provide cake and low fat ice cream monthly
  - The Contractor will provide up to 300 additional healthy meals per meal service to facility staff and evacuees sheltered at the facility during emergency situations (e.g. hurricanes, winter storms). These meals will be prepared by the contractor's staff and will be picked up at the kitchen by designated facility staff for distribution to the meal recipients.
- ii. NWSSC:

- The Contractor will provide healthy sack lunches, including beverages, for approximately eight (8) individuals employed by outside contracts.
- The Contractor will provide coffee and healthy snack for approximately 11 Foster Grandparents in the facility's cafeteria every other Monday.
- The Contractor will provide a 14 day supply of thickening agent/thickened liquids, Benefiber, and other nutritional supplements prescribed by physician's order for each individual resident who discharges from the facility in order to meet the person's needs until the receiving provider can acquire and provide such items.
- The Contractor will provide special request items not included in the planned menu cycle based on individual resident preferences and on Interdisciplinary Team requests in order to facilitate adequate caloric and/or fluid intake. Examples of special request items include, but are not limited to: sugar-free drink mix packets and sodas, low fat cookies, yogurt, and/or low fat ice cream.
- The Contractor will provide cake and low fat ice cream monthly
- The Contractor will provide up to 270 additional healthy meals per meal service to facility staff and evacuees sheltered at the facility during emergency situations (e.g. hurricanes, winter storms). These meals will be prepared by the contractor's staff and will be picked up at the kitchen by designated facility staff for distribution to the meal recipients.

iii. PSSC:

- The Contractor will provide healthy lunch, including beverage, for approximately eighty (80) Foster Grandparents, Monday-Friday.
- The Contractor will provide healthy sack lunches, including beverages, for approximately thirty-five (35) individuals employed by outside contracts.
- The Contractor will provide menus and food supply for up to five (5) homes to prepare meals at the home.
- The Contractor will provide approximately six (6) healthy cold meals per day for residents who miss regular meals through no fault of their own (i.e. late admission, doctor's appointments, etc), estimated 15 per day.
- The Contractor will provide healthy snack items, including beverages, snack preparation and service supplies to ten (10) day program sites at the facility on a routine basis in sufficient quantity to provide a daily snack to the individuals who attend day program in those settings (approximately 300 individuals across 10 settings).
- The Contractor will provide healthy food for special events (picnics, etc.) in lieu of regular lunch and/or evening meal upon seventy-two (72) hour notice.
- The Contractor will provide cake and low fat ice cream monthly to forty-four (44) serving areas (approximately 16 servings per serving area).
- The Contractor will provide special request items not included in the planned menu cycle based on individual resident preferences and on Interdisciplinary Team requests in order to facilitate adequate caloric and/or fluid intake. Examples of special request items include, but are not limited to: sugar-free drink mix packets and sodas, low fat cookies, yogurt, and/or low fat ice cream.
- The Contractor will provide up to 400 healthy additional meals per meal service to facility staff and evacuees sheltered at the facility during emergency situations (e.g. hurricanes, winter storms). These meals will be prepared by the contractor's staff and will be picked up at the kitchen by designated facility staff for distribution to the meal recipients.

4. Operations Requirements (Applicable to All Included Facilities)

The Contractor will ensure that all food handlers are visually observed regularly throughout each shift to ensure that they are following established hygiene practices in the handling of food, including, but not limited to: bathing daily, wearing clean outer clothing, keeping fingernails short and clean, using hair nets or proper food serving caps, hand washing including using proper hand sanitizing agents, and reporting symptoms of infectious disease to the facility's Infection Control Nurse.

The Contractor will monitor freezer and cooler temperatures by use of written logs on a daily basis to ensure the temperatures are maintained within the acceptable temperature ranges. In the event the temperature ranges are not adequate the Contractor will call the Facility maintenance and or contracted service to repair the broken unit. The temperature logs will be maintained by the Contractor and made available requested.

The Contractor will monitor food temperatures for each meal and each serving line to ensure the temperatures are maintained within acceptable temperature ranges. The Contractor must transport food from the main kitchen(s) to the satellite serving areas in a temperature controlled environment and must ensure that the temperature control devices in the serving areas are in use and functioning properly at each meal.

The Contractor will develop complete food specifications for the procurement of all food/food ingredients and beverages purchased and paid for by the Contractor. The Contractor will provide all food products required for the food service operation at the included facilities. The Contractor will purchase and store all food/food ingredients, beverages, snacks, pre-thickened liquids, oral and enteral nutrition supplements to prepare nutritionally balanced meals.

As an emergency provision the Contractor is responsible for ensuring an adequate supply of food and supplies to accommodate emergency situations, including sheltering-in-place and housing of evacuated residents and staff from other facilities.

The Contractor will provide dietary services during emergency situations, evacuations, food recalls, spoilage notifications when the hospital is in "Shelter in Place" status.

The Contractor will provide all non-food products required for the food service operation at the included facilities. The Contractor will purchase and store quantities of non-food products to ensure adequate supplies are ordered and delivered in a timely manner to alleviate the possibility of significant over/under supply situations arising.

The Contractor will inspect all production and service equipment located in the kitchens, serving areas, and dining areas at the included facilities and make recommendations to the designated staff at each of the included facilities for repair, modernization and/or replacement of such equipment as necessary. The Contractor may add equipment as needed to ensure the highest quality and most effective operation with the approval of the onsite administrator. If the cost of equipment repair exceeds the depreciated value, or exceeds 60% of the depreciated value the equipment should be considered for replacement. After examining the equipment and the cost of repair the administrator of the included facility will make the final determination about whether or not to repair, replace or modernize equipment. The cost to repair equipment shall remain with each facility and all replacement cost will be the responsibility of the Contractor. Any equipment that is broken due to neglect and/or misuse by the Contractor and their staff must be repaired/replaced at the contractor's expense.

The Contractor will at all times maintain and practice the most current safe food handling and sanitation techniques and shall comply with state sanitation standards at all times. The Contractor will provide all necessary sanitation products for use in the kitchen. The Contractor will be responsible for the following sanitation standards: kitchen, food preparation areas, dishwashing area, storage areas, and walk-ins will remain clean in accordance with all federal and state sanitation standards; receiving and loading docks will be clean, smell sanitary, and be free of flies and pests; delivery vehicles, if any, will be kept sanitary and monitored; all opened food will be labeled, dated, and sealed; all food will be dated; all steam tables, coffee pots, cooking utensils, and all other items used in the kitchen(s) and designated service areas (designated per included facility) will be cleaned and sanitized after each use; and cooking equipment and all serving/production surfaces will be spotless and sanitary. Delivery vehicles will be maintained and cleaned as scheduled as to prevent unsanitary conditions. Hot carts and serving trays will be cleaned and sanitized after each use.

When air drying is used, proper procedure will be followed. Dishes and glassware will be inspected to prevent use of items with cracks or breaks. Unnecessary staff will be prohibited from the kitchen.

For dishwashing machines, contractor shall monitor for temperatures, and/or proper injection of dishwashing chemicals where chemical cleaning is used. Where chemicals are used, the contractor shall provide all cleaning chemicals and testing supplies.

The Contractor will develop and implement a cost containment program while maintaining a high standard of service. Major areas of cost control shall be: address standardized recipes, production sheets, and portion guides; develop and implement a just-in-time food delivery system to assure accurate forecasting and reduction of over/under stocking of food, food ingredients, and beverages; and develop and implement nutritionally complete substitute menu items in the event regularly scheduled menu items are not available.

The Contractor will develop, recommend for approval, and implement improvements in food preparation techniques that produce meals that are cost efficient, in addition to meeting other requirements of the contract

The facilities will provide the kitchen, freezer/coolers, appliances, existing utensils and utilities, including maintenance of building and equipment. The Contractor will have access to use facility storage and freezer space under conditions imposed by the facility regarding space, location, hours and days of access. The facilities will be responsible for the maintenance of facility owned kitchen, serving, dining and cooking equipment.

The Contractor will provide replacement or additional utensils and supplies utilized in the kitchen to cook and to serve in the dining areas, including pots and pans, cooking utensils, serving pans, etc. including and equipment necessary to transport food while maintaining proper temperatures. The intent of the contract is that utensils and supplies owned by the state may be used by the Contractor, but that once consumed, lost, or no longer serviceable, they will be replaced by the contractor.

The Contractor will provide vehicle, equipment and supplies necessary to transport food to the units while maintaining proper food temperatures, and will provide a system of regular temperature checks to confirm that food temperature is correct at time of delivery to the unit.

The Contractor will provide staff uniforms, gloves, hairnets, aprons, and all other necessary kitchen and servicing apparel in order to meet all applicable food service standards and codes, or otherwise ensure that staff wear approved uniforms while on duty.

The Contractor will be responsible for implementing a food delivery system at each of the included facilities, which complies with applicable federal, state, and independent regulatory bodies' standards and meets the needs of the included facility. Any additional equipment or machinery deemed necessary by the Contractor shall be purchased and installed at the Contractor's expense. New productivity equipment such as tray assembly line may be installed at Contractor expense. The specified staff per included facility must approve all equipment prior to purchase and installation to ensure utility (gas, electric, water) limitations are not extended or overburdened. No equipment will be permanently attached to the walls, floors, ceilings, or any part of the structure without written approval from the designated person per included facility. No alterations, modifications, repairs, or additions to the buildings or equipment owned by the facility are to be made without written approval from the designated person per included facility.

The Contractor will provide all sanitation products for use in meal serving areas at the included facilities. Use of non-disposable plates, glasses, eating utensils, and serving utensils at the designated serving areas is expected. Use of disposable goods should be kept to a minimum as efforts are made to provide a home-like environment for the individuals served by the included facilities.

The included facilities will be responsible for all costs incurred for maintenance of state supplied equipment. The Contractor will monitor the routine maintenance of said equipment in collaboration with the included facilities and the current maintenance contracts. The Contractor shall report any problems regarding the equipment to the designated person on site. The Contractor will be responsible for replacement of any state owned food service equipment destroyed or damaged by the Contractor's employees as a result of misuse, negligence, or intentional act of vandalism. The Contractor will be responsible for costs associated with upgrading any state owned food service equipment as needed. All such upgrades, and the vendor performing the upgrades, must be approved by the designated person per included facility.

The included facilities will provide waste management service, including all waste receptacles and dumpster service. . The included facilities will provide all trash cans and garbage bins. The Contractor is responsible for removing garbage and waste from all food preparation and serving areas in trash cans and for emptying trash cans into dumpsters in such a manner as to prevent unsanitary conditions from occurring in food preparation and serving areas as determined by each facility. All currently available utilities will be provided by the included facilities.

#### 5. Operations Requirements (Specific to Each Included Facility)

##### a. Office of Aging and Adult Services

##### i. VFMC:

- The Contractor shall ensure eating surfaces will be spotless and sanitary. Dining rooms will be cleaned after every meal, sanitizing tables and mopping floors.
- The Contractor shall ensure no knives are to be distributed to the residents and thus the quality of the food must not require a knife to be used.
- For average daily census of 150-175 residents, the Contractor will be responsible for delivering three (3) healthy meals, including beverages, to two (2) separate serving lines (buildings 1 & 2) and one tuberculosis unit. Meals for residents that cannot/ **or choose not to** come to the dining area must be made and delivered within acceptable time frames. Contractor must ensure meals are served at appropriate temperatures through the use of vehicles, hot carts, and personnel, all to be provided by the contractor. The two healthy snacks will be delivered by contractor to the three (3) nursing stations in the afternoon and evenings. Employee meals will be served in building two (2), at times designated by the Administrator/ Facility Liaison.
- Contractor shall monitor all regulatory testing including, but not limited to: food temperatures, freezer/refrigerator temperatures, dishwasher temperatures.
- Contractor is responsible for serving food in dining room and delivering food carts to Nursing Assistants, for residents who eat in their room, in a timely manner. Contractor is also responsible for picking up food carts within a timely manner as set forth by the Administrator. Contractor is responsible for upkeep and cleanliness of these carts at all times
- The Contractor will be responsible for providing sufficient food service staff to assist facility direct care staff with food service at each building as required. Food service assistance to be provided by the contractor's employees will include: serving meals on appropriate dishes for individual residents in accordance with their prescribed diets, monitoring food temperatures, and sanitizing food service areas after meal service.
- The Contractor is to keep the preparation, serving and storage areas of the kitchen secure at all times, including keeping the kitchen doors locked, utensils secured and accounted for, storage room doors locked and delivery vehicles secure.

##### b. Office of Behavioral Health

##### i. CLSH:

- The Contractor will provide total food service for 60 residents three (3) healthy meals per day/365 days per year, inclusive of holiday and conditions of emergency (i.e. hurricanes, etc.). In addition to healthy meals, two (2) healthy snacks must be provided for each resident. Snacks must be agreed upon CLSH. Also, nutrition stations on each unit must

be kept stocked in accordance to DHH Nutrition Standards (Attachment I). Estimated number of meals annually equals 83,000.

- The Contractor will use cafeteria serving lines as primary method of meal delivery to residents. Where required, The Contractor must have capability to plate individual meals and transport to three (3) different units, or bulk transport of cooked meals to serving lines in various units; while maintaining health and safety standards, procedures and regulations.

ii. ELMHS:

- The Contractor will provide total food service for an average of 596 residents (75 at ASSA, 112 at the Greenwell Springs campus, and 409 on the Jackson campus). There will be three (3) healthy meals per day/365 days per year, inclusive of holiday and conditions of emergency (ie. hurricanes, natural disasters, food recalls/notifications etc.). In addition to meals, two (2) healthy snacks must be provided for each resident, snacks must be agreed upon by ELMHS. Also, nutrition stations on each unit must be kept stocked in accordance with DHH Nutrition Standards (Attachment I). Annual servings are estimated at 650,430.
- ELMHS has 3 kitchens (1 at the Jackson campus, 1 at ASSA, 1 at the Greenwell Springs campus) with 6 dining areas (1 ASSA, 4 Jackson, 1 Greenwell Springs). The Contractor may operate out of any or all kitchens and dining rooms in order to maximize efficiency and service to residents and staff. Meals will also be delivered to inpatient units, as required, for residents who cannot be served in the cafeterias.
- The Contractor will purchase and provide all food and supplies daily and on an emergency basis.
- Emergency supplies must be adequate to feed 720 residents (409 Jackson residents, 75 ASSA residents, 112 Greenwell Springs, and a possible 164 Evacuee residents and 100 staff) three (3) healthy meals per day for up to seven (7) days for regular residents multiplied by 365 days a year.
- The Contractor will use cafeteria serving line as primary method of meal delivery to residents. Where required, the Contractor must have capability to plate individual meals and transport to units, or bulk transport of cooked meals to serving lines in various units; while maintaining health and safety standards, procedures and regulations.

iii. SELH:

- The Contractor will supply and prepare healthy food and beverages for 192 adult and 70 youth (census subject to change) inpatient residents. Dietary services shall consist of serving three (3) healthy meals and two (2) healthy snacks per day three hundred sixty five (365) days per year. Also, nutrition stations on each unit must be kept stocked in accordance to the DHH Nutrition Standards (Attachment I). For children and adolescents, four (4) servings of dairy (milk) per day must be provided
- The SELH campus has two (2) kitchens with attached dining rooms. The children's' kitchen, located in the youth complex, has four (4) serving lines and four (4) dining rooms. The adult kitchen also has four (4) serving lines and dining rooms and is attached to a large kitchen area. The Contractor may operate out of either or both kitchens and dining rooms in order to maximize efficiency and service to residents and staff. Meals will also be delivered to ten (10) inpatient units, as required, for residents who cannot be served in the cafeterias.
- The Contractor will use cafeteria serving line as primary method of meal delivery to residents, where required The Contractor must have capability to plate individual meals and transport to units, or bulk transport of cooked meals to serving lines in various units; while maintaining health and safety standards, procedures and regulations.

c. Office for Citizens with Developmental Disabilities

i. NLSSC:

- The Contractor will be responsible for delivering three (3) healthy meals, including beverages, with two (2) healthy snacks per person per day to the required designated serving areas at NLSSC. NLSSC serves at or a combination of nineteen (19) homes and ten (10) day services areas. The serving areas are distributed across the facility's 100

acres. Each of the areas serves between six (6) and twenty-four (24) persons per meal and/or between forty (40) and seventy (70) individuals at day program areas. The Contractor will be responsible for delivering additional requested items to homes as ordered by facility staff.

- The Contractor will be required to maintain the ability to serve meals, snacks and /or any other forms of nutrition to alternate serving areas as the need arises.
- The Contractor will be responsible for providing at least two (2) food service staff to serving locations for each of the three (3) meals as well as sufficient food service staff, as needed, due to direct care staff shortage to assist facility direct care staff with food service serving areas. Food service assistance to be provided by the Contractor's employees will include: serving meals on appropriate dishes for individual residents in accordance with their prescribed diets, monitoring food temperatures, and sanitizing food service areas after meal service as well as any and all other duties required by the facility for serving areas.

ii. NWSSC:

- The Contractor will be responsible for delivering three (3) healthy meals, including beverages, to 150 individuals (based on current census) at the eleven serving areas at NWSSC with two (2) healthy snacks per person per day delivered with the breakfast and lunch meals respectively. The eleven serving areas are distributed across the facility's 50 acres. Nine of the serving areas serve between six (6) and twenty-four (24) persons per meal. The other two serving areas serve between twenty (20) and thirty-five (35) persons per meal.
- The Contractor will be responsible for providing sufficient food service staff to assist facility direct care staff with food service at two (2) of the eleven serving areas. Food service assistance to be provided by the Contractor's employees will include: serving meals on appropriate dishes for individual residents in accordance with their prescribed diets, monitoring food temperatures, and sanitizing food service areas after meal service.

iii. PSSC:

- The Contractor will be responsible for delivering three (3) healthy meals, including beverages, to 410 individuals (based on current census) at the forty-four serving areas at Pinecrest with two (2) healthy snacks per person per day delivered with the breakfast and lunch meals respectively. The forty-four serving areas are distributed across the facility. Each of the forty-four serving areas serves between six (6) and twenty-four (24) persons per meal.
- The Contractor will be responsible for providing sufficient food service staff to assist facility direct care staff with food service at ten (10) of the forty-four serving areas. Food service assistance to be provided by the contractor's employees will include: serving meals on appropriate dishes for individual residents in accordance with their prescribed diets, monitoring food temperatures, and sanitizing food service areas after meal service.

## 6. Staffing Requirements/Qualifications (Applicable to All Included Facilities)

The Contractor will recruit, hire, and train sufficient staff to achieve the deliverables cited in the RFP. Employees shall be scheduled to work the shifts necessary to provide meals during the week, weekends, and holidays and to transport prepared food to the designated serving areas per included facility during the week, weekends, and holidays. At least one (1) supervisor employed by the Contractor must be on-site at each included facility at times during meal preparation and food service. There must be a supervisor employed by the Contractor on call twenty-four (24) hours per day, seven days per week. Contractor resources shall include regular inspections of all sites for work practices by a Certified Food Safety Professional.

The Contractor will supervise existing staff and provide additional staff to fill vacancies as natural attrition occurs or otherwise required in order to meet contract terms.



The facilities will provide existing Dietary Staff for use by the Contractor. The Contractor will supervise existing staff. The Contractor shall provide feedback to the onsite facility supervisor for all Performance, Planning & Review Evaluations (PPR) performance issues and disciplinary actions, etc. The staffs on site facility supervisor shall ensure the annual PPR is completed in a timely manner and any corrective actions are addressed in accordance with DHH Policy. All leave requests shall be approved by the Contractor and onsite facility supervisor.

Existing dietary staff will remain employees of the facility under the supervision of their contract until such time that their employment is terminated. Upon termination of any facility dietary staff the Contractor shall make necessary arrangements to accommodate for the loss of staff by hiring replacement staff or rearranging work processes. The cost of new contract positions to replace terminated facility staff will be added to the invoiced cost in accordance with the pricing schedule.

Existing dietary positions at the facilities are listed below. No vacancies will be filled with facility staff after the effective date of contract.

Prior to employment, each prospective employee of the Contractor shall undergo, at the Contractor's expense, a pre-employment drug screening, a criminal background check, two work related reference checks, and a background check with the national registry of sex offenders. Any prospective employee not satisfactorily passing the drug screens/background checks will not be permitted to work at the included facilities.

The CEO or designee for each included facility must approve all new prospective contract employees prior to hire in order to ensure the prospective employee is eligible to work on-site at the facility (i.e. not barred from working on-site at the facility due to disciplinary issues, health issues, or abuse/neglect issues).

The contractor shall ensure an employee health program including annual tuberculosis testing and daily supervisory observation of employee health for absence of potentially communicable diseases (colds, flu, etc).

The Contractor shall provide to the Human Resources Director at each included facility a copy of the results of the drug screens/background checks for each prospective employee actually hired. The Human Resources Directors will maintain the results in a confidential file. The included facilities reserve the right to examine the results of pre-employment drug screenings/background checks of any of the Contractor's employees if the need arises.

The Contractor shall be responsible for the payment of all payroll taxes, medical and/or life insurance, retirement contributions and any or all other fringe benefits the Contractor's employees are eligible for. The included facilities will be responsible for these expenses for food service employees in state civil service classified positions.

It is expected that the Contractor's employees will, at all times, treat people supported by the included facilities with dignity and respect.

The included facilities reserve the right to require the replacement of any management personnel because of operating difficulties determined to be the result of on-site management.

The Contractor shall develop and implement educational programs and culinary training for food service personnel hired as employees of the Contractor. Training programs shall include: regular meetings to further on-going communication between management/administration and the residents/care givers and to promote a caring service attitude; food safety practices, portion control, new 2010 dietary guidelines, quality assurance, cooking and presentation, in-service training programs to develop a program to maximize the skills and talents of the food service staff at all service locations; on-the-job training programs to improve employee performance relative to multiple tasks necessary for

the functioning of the department; continuing education as appropriate for all departments and new employee orientation at the included facilities; and employees of the Contractor will attend the appropriate sections of the included facility's orientation and ongoing/annual training programs as requested by the administrator of the included facility.

The Contractor will maintain affiliations with dietary schools and provide training opportunities to students.

The Contractor will provide employment consideration to persons who reside in group homes on the grounds of the included facilities.

The Contractor may be required to collaborate with staff at included facilities to establish and maintain supported employment opportunities in the kitchen and/or food service areas for individuals supported by the included facility. The included facility will be responsible for all costs associated with such supported employment opportunities including the salaries and benefits for the individuals supported and for the job coaches (facility staff).

The Contractor may be required to collaborate with the included facilities' Human Resources staff to establish and maintain temporary worksite reassignment opportunities in the on-site kitchen for a small number of facility employees who have been temporarily removed from resident care pending resolution of criminal, abuse/neglect, or Equal Employment Opportunity investigations. The included facilities will be responsible for all costs associated with such temporary worksite reassignment opportunities including salaries and benefits for the facility staff. The Contracted onsite supervisor should communicate all leave inquiries, concerns regarding performance, etc. for such employees to their direct supervisor.

Existing Staffing Information (Specific to Each Included Facility)

- a. Office of Aging and Adult Services
  - i. VFMC:

<u>Job Title</u>	<u>Total</u>	<u>Filled</u>	<u>Vacant</u>
Food Service Specialist 1	1	1	0
Food Service Specialist 2	4	4	0
Food Service Specialist 3	7	7	0
Food Service Specialist 5	3	3	0
Food Service Specialist 7	1	1	0

- b. Office of Behavioral health
  - i. CLSH

<u>Job Title</u>	<u>Total</u>	<u>Filled</u>	<u>Vacant</u>
Food Service Specialist 3	6	6	0
Food Service Specialist 5	1	1	0

- ii. ELMHS:
  - ASSA Campus**

<u>Job Title</u>	<u>Total</u>	<u>Filled</u>	<u>Vacant</u>
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Food Service Spec 2	1	1	0
Food Service Spec 3	4	4	0
Food Service Spec 5	1	1	0
Food Service Spec 6	1	0	1
Food Service Spec 7	1	0	1

**Jackson Campus**

<u>Job Title</u>	<u>Total Number</u>	<u>Filled</u>	<u>Vacant</u>
Administrative Assistant 3	1	1	0
Food Service Spec 1	1	0	1
Food Service Spec 3	21	21	0
Food Service Spec 5	6	5	1
Food Service Spec 6	1	0	1
Food Service Spec 7	1	1	0

**Greenwell Springs Campus**

<u>Job Title</u>	<u>Total Number</u>	<u>Filled</u>	<u>Vacant</u>
Food Service Spec 2	1	0	1
Food Service Spec 3	7	6	1
Food Service Spec 5	2	2	0
Food Service Spec 6	1	1	0

iii. SELH:

<u>Job Title</u>	<u>Total</u>	<u>Filled</u>	<u>Vacant</u>
Food Service Spec 2	8	8	0
Food Service Spec 3	3	3	0
Food Service Spec 5	3	3	0
Food Service Spec 7	1	1	0

c. Office for Citizens with Developmental Disabilities

i. NLSSC:

<u>Job Title</u>	<u>Total</u>	<u>Filled</u>	<u>Vacant</u>
Food Service Spec 1	4	4	0
Food Service Spec 2	6	6	0
Food Service Spec 3	6	6	0
Food Service Spec 5	4	4	0
Food Service Spec 6	1	1	0
Mobile Equip Operator 1	4	4	0

ii. NWSS

<u>Job Title</u>	<u>Total</u>	<u>Filled</u>	<u>Vacant</u>
Food Service Specialist 1	4	4	0

Food Service Specialist 2	4	4	0
Food Service Specialist 3	5	4	1
Food Service Specialist 5	3	3	0
Food Service Specialist 7	1	1	0

iii. PSSC:

<u>Job Title</u>	<u>Total</u>	<u>Filled</u>	<u>Vacant</u>
Food Service Specialist 1	1	1	0
Food Service Specialist 2	12	11	1
Food Service Specialist 3	24	22	2
Food Service Specialist 5	3	3	0
Food Service Specialist 6	2	2	0
Food Service Specialist 7	1	1	0
Mobile Equip Operator 1	7	7	0

## 2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about date approximated in the Schedule of Events. The term of this contract is for a period of 36 months with option to extend for two additional 12 month periods. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

## 2.3 Price Schedule

Prices proposed by the proposers should be submitted on the price schedule furnished herein on Attachment "IV". Prices submitted shall be firm for the term of the contract. Prices should include delivery of all items F.O.B. destination.

## 2.4 Deliverables

The deliverables listed in this section are the **minimum desired** from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided as required in this RFP.

1. The contractor will, through research and surveys, in accordance with the DHH Nutrition Standards (Attachment I) and in conjunction with the designated person per included facility, design and recommend changes to the included facility's menu cycle, incorporating new menu offerings and offering choices of foods customized to meet the unique needs and/or personal preferences of the residents. The resultant menu will include alternatives for each item at each meal.
2. Meals produced shall taste good as verified by taste panels and resident satisfaction, and shall be visually appealing served with quality appearance at serving, including but not limited to plating and garnishment.
3. The Contractor shall provide special diets for adult, adolescent, and child residents of the included facilities as required by physician's orders. This includes three (3) regular hot meals per day, including beverages, seven (7) days per week; two (2) nutritious snacks daily, seven (7) days per week and additional snacks and diet supplements as ordered by the physician; diets in accordance with physicians' orders, to include therapeutic diets (e.g. low sodium, low fat, low cholesterol, diabetic), modified texture diets as defined according to facility standards with modified texture diets including chopped, ground, and pureed, and nutritional supplements; and pre-thickened liquids to nectar, honey, and pudding consistencies with a variety of beverages. The Contractor shall provide special diets for residents of the included facilities as

required by physicians' orders and as noted above daily, regardless of weather conditions, staffing issues, or other variables.

4. Documented improved customer satisfaction with meals as evidenced by family and/or consumer interviews/surveys and motivated food service staff as evidenced by improved self-esteem and pride in work as measured by staff satisfaction surveys. A baseline will be established prior to the start of the contract. The contractor shall also use internal quality assurance mechanisms including taste and temperature panels and plate waste surveys.
5. Meals shall be available per each facilities request to employees, guests, volunteers, students, visitors, and approved work crews using tickets provided by the facility in accordance with DHH Meal Ticket Price Policy, and in accordance with meal pricing as set by that policy (i.e. at raw food cost)
6. Reporting Requirements

The Contractor will recommend quality assurance monitoring programs and systems for the food service operation and delivery system. The Contractor will implement approved quality assurance program and provide quarterly written reports to the designated facility employee per included facility. The Contractor will work collaboratively with designated facility employee per included facility on a daily/weekly basis.

The Contractor will furnish monthly status reports to encompass the following areas: employee training in accordance with each included facility's Staff Training Curricula, resident relations, status of Food Service Operations, nutrition analysis for cycle menus, equipment maintenance issues, equipment evaluation, summary of short- and long-term goals and accomplishments, and other reports as requested. The Contractor shall read and/or respond to all communication received from the Administrators, Associate Administrators, and designated facility staff per included facility. Communications may include results of surveys and audits conducted by facility staff and/or received by the included facility from regulatory bodies which involve/cite food service operations at the included facility. The Contractor shall be responsive to the Administrators, Associate Administrators, and designated facility staff per included facility, shall communicate information and/or problems on a regular basis concerning the Food Services Operations, and shall disseminate information on health or nutrition-related programs and issues throughout the included facilities for the benefit of all service participants and employees.

The Contractor will be responsive to the DHH Secretary, DHH Deputy Secretary, OAAS Assistant Secretary, OBH Assistant Secretary, and OCDD Assistant Secretary with regards to compliance with the terms and conditions of the contract which results from this RFP process.

The Contractor must be available the same day to meet with CMS and/or Health Standards and/or Joint Commissions surveyors when questions and or complaints are being addressed by the surveyors. The Contractor will be required to present monitoring, policy and procedure and proof of education of staff.

## 7. Transition Plan

The Proposer shall submit, with its response to this RFP, a takeover/ transition plan which outlines the procedures and timelines to ensure continuity of services in the event of contract termination or award of contract to another Contractor. The takeover/ transition plan must include procedures that shall, at a minimum, comply with the following stipulations:

Upon completion of this contract or if terminated earlier, all records, reports, work sheets or any other pertinent materials related to the execution of this contract shall become the property of the DHH;

In the event of contract termination, or as requested, the Contractor shall transfer all data and non-proprietary systems to the DHH or new Contractor within the agreed upon time frame;

Upon termination of contracted services, all equipment purchased under this agreement shall revert to the DHH. The Contractor agrees to deliver any such equipment to the DHH within the pre-determined time frame.

The takeover/transition plans must be adhered to within 30 calendar days of written notification of contract termination, unless other appropriate time frames have been mutually agreed upon by both the Contractor and the DHH.

## **2.5 Location**

The location(s) the work/delivery/service is to be performed, completed and managed is/are at the following locations:

Office of Aging and Adult Services  
VFMC  
5002 Hwy 10  
Jackson, LA 70748

Office of Behavioral Health  
CLSH  
242 West Shamrock St.  
Pineville, LA 71360

ELMHS (2 campuses)  
4502 Highway 951  
Jackson, LA 70748

23260 Greenwell Springs Road  
Greenwell Springs, LA 70739

SELH  
23515 Highway 190  
Mandeville, LA 70448

Office for Citizens with Developmental Disabilities  
NWSSC  
5401 Shed Road  
Bossier City, LA 71111

NLSSC  
45439 Live Oak Drive  
Hammond, LA 70401

PSSC  
100 Pinecrest Drive  
Pineville, LA 71360

## **2.6 Proposal Elements**

An item-by-item response to the Request for Proposals is requested. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.

## 2.6.1 Financial

Proposal shall include prices per the schedule furnished in Attachment IV, as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the State to consider.

Proposer will submit cost for each individual facility for each contract year. The proposer will identify cost based on the following and report as described below and in Attachment IV:

1. Administrative and operating cost. This will include proposer's overhead, travel, costs of hiring and management, supervision, employee health programs, employee training programs, and contract quality assurance activities. This will include cost of all operating, cleaning and dishwashing supplies, kitchen utensils and supplies, dining flatware and plate ware and dining accoutrements, and non-food supplies associated with providing meal services
2. Labor cost per hour for different types of food service workers including all payroll taxes and related benefits.

Cost must be reported, considering the above, as:

1. Cost per healthy meal
2. Cost per healthy daily snacks
3. Cost per type and size of enteral product, if requested, required for service including equipment, if needed
4. Cost per type and size of nutritional supplement required for facility
7. Cost per special service as specified by individual facility
8. Cost per emergency meal

Proposers responsive aggregate cost will be the basis of cost evaluation.

## 2.6.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements).
- Plans for training,
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

- Demonstration of understanding of the requirements of each type of healthcare facility, including the role and coordination of dietary services as a part of the overall interdisciplinary treatment and care of the individual.
- Demonstration by the proposer of how they will provide for choice, quality, and resident satisfaction with services. This will include sample menu demonstrating vendors intent to provide choice, surveys, and QA mechanisms,
- Demonstration by the proposer of how proposer will ensure food safety and sanitation on a continuous basis.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

### **2.6.3 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.



## **PART III: EVALUATION**

The following criteria will be evaluated when reviewing the proposals. The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

The scores for the Financial and Technical Proposals will be combined to determine the overall score. The onsite presentation/demonstration of the top 3 proposals is worth an additional 10 points making the total points possible 110. The Proposer with the highest overall score will be recommended for award.

### **3.1 Financial Proposal (*Value of 50 pts.*)**

The following financial criteria will be evaluated:

Prices proposed by the Proposers should be submitted on the price schedule furnished in Attachment "IV". Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

A proposer's base cost score will be based on the cost information provided in Attachment IV and Section 2.6.1 and computed as follows:

$$BCS = (LPC/PC \times 50)$$

Where:            BCS = Computed cost score (points) for proposer being evaluated  
                      LPC = Lowest proposed cost of all proposers  
                      PC = Total cost of proposer being evaluated

Note: The proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be paid by the agency. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior approval by the Secretary of the agency or his/her designee.

### **3.2 Technical Proposal (*Value of 40 Points*)**

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include but are not limited to:

- Understanding of the RFP 9 points
- Company Background and Experience 9 points
- Work Plan/Execution including operations, sanitation and food safety, personnel management and training, 9 points
- Coordination with facility interdisciplinary care 4.5 points
- Philosophy and commitment to quality, choice, and resident satisfaction. 10 points
- Emergency Preparedness Plan 4.5 points

#### **3.2.1 *Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (10 Points -Value of 10% of the total evaluation points)***

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurialships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

#### Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurialships to participate as subcontractors:
  - 1 participating small entrepreneurship: 1/5th of the reserved points
  - 2 participating small entrepreneurialships: 2/5ths of the reserved points
  - 3 participating small entrepreneurialships: 3/5ths of the reserved points
  - 4 participating small entrepreneurialships: 4/5ths of the reserved points
  - 5 or more participating small entrepreneurialships: Full amount of the reserved points

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

For all performance requirements and standards please see Section 2.1 of this document.

### **4.2 Performance Measurement/Evaluation**

Performance Measurement/Evaluation will be conducted based on the Scope of Work as outlined in section 2.1 and the deliverables as outlined in section 2.4 of this document.

### **4.3 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements**

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

## **PART V: Attachments**

- I. DHH Nutrition Standards
- II. Sample Generic Contract
- III. HIPAA
- IV. Sample Cost Template
- V. Mandatory Pre-Proposal Conference/job site visits

## DHH Nutrition Standards

Regular or House Diet	
Weekly Average Nutrient Goals	Weekly Average Menu Meal Guidelines
<p><b>Calories:</b> 2000-2400 per day or 600-700 per meal Adjusted appropriately based on average age and sex of population served (childhood, adolescents, adulthood). Estimated calorie requirements may vary from 1200-3200 based on each age-gender group.</p>	<p>Adopt appropriate standardized portion sizes to meet calorie goals.</p> <p>NOTE: Very important to assess individual caloric needs for overweight or obese individuals.</p>
<p><b>Fat:</b> 25-35 percent of calories 55-95 grams per day or 20-32 grams per meal 10-15 percent monounsaturated fats</p>	<p>No or minimal trans fats and hydrogenated fats. No margarines with hydrogenated fats. Use mono and polyunsaturated fat margarines or switch to mono or poly unsaturated oils as able. Serve nonfat or low fat (1 or 2 percent) milk/dairy products. No deep fat fried foods, switch to oven baked. Select and serve lower fat cuts of meat, fish, poultry, bacon or sausage. Limit breakfast meats. Use olive oil or vinegar based salad dressings and reduced fat salad dressings.</p>
<p><b>Cholesterol:</b> 200-400 milligrams per day</p>	<p>Limit egg yolks to 3 to 4 times per week. Limit organ meats. Offer egg substitutes.</p>
<p><b>Sodium:</b> 2000-2500 mg per day or 600-800 mg per meal.</p>	<p>Limit pre-packaged high sodium foods. Reduce salt in recipes, substitute herbs and spices.</p>
<p><b>Carbohydrate and Fiber:</b> 25-30 grams fiber per day or 7-10 grams fiber per meal</p>	<p>Incorporate whole grains, vegetables and fruits daily to meet the fiber goals. Include fresh seasonal fruit and vegetables daily. Switch to whole grain breakfast options, bread, rolls and sandwich buns. Substitute fruit for juice at breakfast and fresh fruits for desserts at lunch, dinner and snacks. Use vegetable based salads at lunch and dinner. Include beans, lentils and nuts in recipes. Offer nuts for snacks.</p>
<p><b>Protein:</b> 60-120 grams per day or 20-40 grams per meal</p>	<p>5-6 ounces meat, fish, poultry per day PLUS at least two 8 ounce servings of nonfat or low fat milk/dairy products per day. Limit red meats (beef and pork) to 4-6 meals per week. Include fish at least 2 times per week.</p>
<p><b>Discretionary Calories:</b> 265-300 calories per day</p>	<p>Offer fresh and frozen fruits (no sugar added) for dessert. Limit sweetened, low-fat desserts to once a day. Use fresh and frozen fruits for dessert or as main ingredient in a dessert as in a crisp. Serve whole grain, low fat desserts (i.e., oatmeal raisin cookies, low fat pudding or yogurt, etc)</p>

*Note: Individual resident diets are directed by physician order and monitored by the registered dietitian, according to the facility approved diet manual for all regular and therapeutic diets. Diet manuals are to be amended to include the DHH Nutrition Standards which are aligned with the 2010 Dietary Guidelines for Americans. 9-23-2011*

**SAMPLE GENERIC CONTRACT**

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

File No. \_\_\_\_\_  
(or solicitation #)

**CONTRACT**

Be it known, that effective upon approval by the Director of State Purchasing, as evidenced by the Director's signature on this document, the (*Agency Name*) (hereinafter sometimes referred to as "State") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

**SCOPE OF SERVICE**

Contractor hereby agrees to furnish the following services:

*(If the Scope of Services is more lengthy than will fit here, it may be attached separately, referenced and incorporated herein.)*

**CONTRACT MODIFICATIONS**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

**FUND USE**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

**HEADINGS**

Descriptive headings in this contract are for convenience only and shall not affect the construction or meaning of contractual language.

**PAYMENT TERMS**

The Contractor shall invoice the State Agency directly and payment shall be made by the State Agency directly to the Contractor in accordance with the payment terms agreed to in the Contract.

**DELIVERABLES**

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule...

## **TAXES**

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes. Contractor's federal tax identification number is [TO BE COMPLETED]

## **TERMINATION OF THIS CONTRACT FOR CAUSE**

The State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

## **TERMINATION OF THIS CONTRACT FOR CONVENIENCE**

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

## **OWNERSHIP**

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

## **USE OF AGENCY'S FACILITIES**

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

## **WAIVER**

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

## **WARRANTIES**

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

*This paragraph may only apply when software is involved.*

*No Surreptitious Code Warranty.* Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

## **INDEMNIFICATION AND LIMITATION OF LIABILITY**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Product, Material, or Service; ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **INSURANCE**

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, *(in accordance with Section(s) \_\_\_\_\_ of the RFP)*.

## **LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

## **SEVERABILITY**

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

## **SUBCONTRACTORS**

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or

reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

## **ASSIGNMENT**

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **CODE OF ETHICS**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

## **CONFIDENTIALITY**

The following provision will apply unless the state agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

## **CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

## **RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

## **SECURITY**



Contractor's personnel will comply with all security regulations in effect at the State's premises, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

## **TERM OF CONTRACT**

This Contract is effective upon OSP approval and will end no later than *<length of term specified in the RFP>*, unless otherwise terminated in accordance with the Termination provision of this Agreement. The State has the option, upon acceptance by the Contractor, to extend for *<extension language as specified in the RFP>*.

## **COMMENCEMENT OF WORK**

No work shall be performed by Contractor and the State shall not be bound until such time as a Contract is fully executed between the State and the Contractor and all required approvals are obtained.

## **FISCAL FUNDING**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

## **COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party

relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

**ORDER OF PRECEDENCE**

The Request for Proposals (RFP), dated \_\_\_\_\_, and the Contractor's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR SIGNATURE:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

THUS DONE AND SIGNED AT \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_

STATE AGENCY SIGNATURE:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
Director of State Purchasing

Date: \_\_\_\_\_

(Rev. 1/04)

**HIPAA Business Associate Addendum:**

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment \_\_\_ to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "*Protected health information*" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
  - "*Electronic protected health information*" means PHI that is transmitted by electronic media or maintained in electronic media.
  - "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.

9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:

In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:

  - (A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;
  - (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
  - (C) Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

Cost Template  
Insert Facility Name  
Insert Year (Note: provide for each year of the proposed contract)

<b>Cost Breakdown</b>				
<b>Cost Type</b>	<b># Meals/Snacks, etc.</b>	<b>Estimated Census</b>	<b>Unit Cost</b>	<b>Total</b>
Cost per healthy meal				
Cost per healthy daily snacks				
Cost per type and size of enteral product, if requested, required for service including equipment, if needed				
Cost per type and size of nutritional supplement required for facility				
Cost per special service as specified by individual facility				
Cost per emergency meal				
<b>TOTAL</b>				

<b>Pre-Proposal Conference</b>		
<b>Facility</b>	<b>Physical Address</b>	<b>Date/Time</b>
ELMHS (1 location)	23260 Greenwell Springs RD. Greenwell Springs, LA 70739	Monday, October 10 1:00 pm
VFMC	5002 Hwy 10 Jackson, LA 70748	Tuesday, October 11 9:00 am
ELMHS (2 locations)	4502 Highway 951 Jackson, LA 70748	Tuesday, October 11 1:00 pm
NLSSC	45439 Live Oak Drive Hammond, LA 70401	Wednesday, October 12 9:00 am
SELH	23515 Highway 190 Mandeville, LA 70448	Wednesday, October 12 1:00 pm
PSSC	Administration Building 100 Pinecrest Drive Pineville, LA 71360	Thursday, October 13 9:00am
CLSH	242 West Shamrock St. Pineville, LA 71360	Thursday, October 13 1:00 pm
NWSSC	5401 Shed Road Bossier City, LA 71111	Friday, October 14 9:00 am