

REQUEST FOR PROPOSAL

Rebid Food and Nutritional Services for Louisiana Department of Health



File Number: X 300006068 EP

Solicitation Number: 300006068

Proposal Opening Date: August 31, 2016

Proposal Opening Time: 10:00 A.M. CT

**State of Louisiana
Office of State Procurement**

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REQUEST FOR PROPOSAL REBID FOOD AND NUTRITIONAL SERVICES FOR LDH

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The mission of the Louisiana Department of Health (LDH) 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 Department of Health 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.

LDH 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 LDH.

LDH, 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.

The Office of Aging and Adult Services, the Office of Behavioral Health and the Office for Citizens with Developmental Disabilities each operate 24-hour health care facilities. Within each health care facility, individual client diets are directed by physician order; 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 operations of Villa Feliciana Medical Complex (VFMC). VFMC is an inpatient medical facility located near Jackson, Louisiana in East Feliciana Parish **Region 2 (Attachment II)**. VFMC serves 150-160 individuals with various chronic and acute medical and nursing needs, and is licensed for 307 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 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 behavioral health patients of ELMHS who are post general hospital care, and who require nursing facility level of care.

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

Office of Behavioral Health

The Office of Behavioral Health (OBH) operates two (2) State psychiatric facilities which provide mental health evaluation, treatment, and rehabilitation services to adults with severe and persistent mental 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 in Rapides Parish, **Region 6 (Attachment II)**, and provides intermediate psychiatric care to approximately 120 adult clients who have been diagnosed with a psychiatric illness.
- Eastern Louisiana Mental Health System (ELMHS) is comprised of (2) two campuses located in Jackson, Louisiana in East Feliciana Parish, **Region 2 (Attachment II)**, and provides intermediate, acute and residential psychiatric care. ELMHS provides mental health services to approximately 555 adult clients of which 75 are served at the ASSA campus. ELMHS is licensed to provide psychiatric care to both civil and forensic clients.

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. Pinecrest Supports and Services Center (PSSC) is a large ICF/DD located in Pineville, Louisiana in Rapides Parish, **Region 6 (Attachment II)**. PSSC currently serves 425 individuals with developmental disabilities. 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 clients 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 39:1595 (formerly 39:1593.C-Amended by Act 864 of the 2014 Regular Session) from bona fide, qualified Proposers who are interested in providing quality food services to VFMC, CLSH, ELMHS and PSSC.

1.1.2 Goals and Objectives

LDH desires to obtain a contract to procure food services for the individuals served at VFMS, CLSH, ELMS and PSSC.

- a. Food services include the
 - i. Development of healthy menus for adults and adolescents, in collaboration with the designated facility staff, to comply with physician orders, applicable State and Federal regulations and in accordance with the LDH Nutrition Standards (**Attachment IV**);
 - ii. Provide healthy meals, snacks, nutritional supplements and beverages to facility clients in accordance with physician orders. Healthy meals also include special therapeutic meals, and recreational function meals;
 - iii. Purchasing, receiving, storage, and payment for all food and/or food ingredients, including beverages and nutritional supplements, and non-food items necessary to prepare, deliver, and serve nutritionally balanced meals to the clients of the included facilities;
 - iv. Timely delivery of meals, snacks, nutritional supplements, and beverages to all food service areas at each included facility;
 - v. Hiring and training of adequate and competent staff to prepare and to serve three (3) hot meals, including beverages, and two (2) nutritious snacks per day, seven (7) days per week to each client;

- vi. Provision of healthy meals and snacks, including nutritional supplements and beverages, to facility clients as well as to facility staff and approved evacuees sheltered at the included facilities during emergency situations (e.g. hurricanes, ice storms, power outages, infectious outbreaks, etc.);
- vii. Maintaining all food preparation areas, all serving areas, and all equipment in a safe and hygienic manner.

1.2 Definitions

- A. 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.
- B. ASSA: Admissions Special Security Area.
- C. ACEND: Accreditation Council for Education in Nutrition and Dietetics.
- D. ANSI: American National Standard Institute.
- E. Certified Dietary Manager (CDM): Individual certified through The Certifying Board for Dietary Manager to manage menu, food purchasing, and food preparation; and to apply nutritional principles, document nutrition information, ensure food safety, manage work teams, etc.
- F. Certified Food Safety Professional: Individual passing the professional exam accredited by the American National Standard Institute (ANSI) with certification standards established by the Council for Food Protection (CFP).
- G. Client, Patient or Resident: Those individuals served by VFMC, CLSH, ELMHS and PSSC.
- H. CLSH: Central Louisiana State Hospital
- I. CFP: Council for Food Protection
- J. CMS: Centers for Medicare & Medicaid Services
- K. Contractor: Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.
- L. COOP: Continuity of Operations Plan. The plan will document procedures to be implemented to ensure continuation of food services when evacuation/relocation is necessary.
- M. Designated Facility Staff: Staff assigned by the Facility to be responsible for certain tasks as related to the food services contract.

- N. 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.
- O. DOA: Division of Administration.
- P. ELMHS: Eastern Louisiana Mental Health System.
- Q. EMERGENCY PREPAREDNESS PLAN: The plan will document procedures to be implemented to ensure continuation of food services in emergency situations such as utility outages, severe weather conditions contagious outbreak, etc.
- R. ICF/DD: Intermediate Care Facility/Developmental Disabilities.
- S. IMD: Institute for Mental Disorders.
- T. Included Facilities: All facilities included in the RFP (i.e. VFMC, CLSH, ELMHS, PSSC).
- U. Key Staff: Denotes Dietary Manager(s), Supervisor(s), Dietetic Technician(s), Dietary Aide(s), Cook(s), and Cook Helper.
- V. May: The term “may” denotes an advisory or permissible action.
- W. Meal: Denotes a total calorie count of 400 to 1,500 calories.
- X. Must: The term “must” denotes mandatory requirements.
- Y. Nutritional Supplement: Liquids, powders, gels or puddings used to enhance daily calories, vitamins or proteins, to assist with dysphasia symptoms, etc.; may include products such as Beneprotein, Benecalorie, Ensure Pudding, Ensure Shakes, TwoCal HN, Gatorade, or other items required by Physician/Registered Dieticians.
- Z. OAAS: Office of Aging and Adult Services
- A.A. OBH: Office of Behavioral Health
- B.B. OCDD: Office for Citizens with Developmental Disabilities
- C.C. OPH: Office of Public Health
- D.D. Original: Denotes must be signed in ink.
- E.E. OSP: Office of State Procurement.
- F.F. Proposer: A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
- G.G. PSSC: Pinecrest Supports and Services Center.

- H.H. Recreational Function Meal: Meal, beverages and/or snacks served during recreational activities or special events served in lieu of regular meals (picnics, family day, etc.)
- I.I. Dietetic Technician, Registered (DTR): Individual completing a dietetic technician program by the Accreditation Council for Education in Nutrition and Dietetics (ACEND) of the Academy of Nutrition and Dietetics, that includes 450 hours of supervised practice experience in various community programs, health-care and food service facilities and has completed at least a two (2) year associate's degree at a U.S. regionally accredited college or university; OR completed coursework in an ACEND-accredited didactic program or coordinated program in dietetics and has completed at least a bachelor's degree at a U.S. regionally accredited college or university. After completing the degree and dietetics coursework, passed a national examination administered by the Commission on Dietetic Registration (CDR).
- J.J. RFP: Request for Proposal.
- K.K. ServSafe: A food and beverage safety training and certificate program administered by the National Restaurant Association. The program is accredited by ANSI and the Conference for Food Protection.
- L.L. Shall: The term "shall" denotes mandatory requirements per La. R.S. 39:1556(52).
- M.M. Should: The term "should" denotes a desirable action.
- N.N. Special Service Item: Food item provided outside of or in addition to routine meals or snacks such as cake or ice cream.
- O.O. Special Therapeutic Meal: Provision of any meal outside LDH's base House Diet as defined in the LDH Nutrition Standards (**Attachment IV**). Examples of specialized diets include but are not limited to Renal, Coumadin, Low Tyramine, or texture modifications.
- P.P. State: The State of Louisiana.
- Q.Q. VFMC: Villa Feliciana Medical Complex
- R.R. Will: The term "will" denotes a mandatory requirement.
- S.S. LDH: Louisiana Department of Health.

1.3 Schedule of Events	<u>Date</u>	<u>Time (CT)</u>
1. RFP posted to LaPAC; and Blackout Period begins	7/14/16	
2. Mandatory One Time Jobsite Visit See RFP Section 1.7.1 for Dates and Times		
3. Deadline to receive written inquiries	8/12/16	
4. Deadline to answer written inquiries	8/19/16	
5. Proposal Opening Date (Proposal Submission Deadline)	8/31/16	10:00 A.M. CT
6. Oral discussions with Proposers, if applicable	To be scheduled	
7. Notice of Intent to Award to be mailed	To be scheduled	
8. Contract Initiation	To be scheduled	

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <http://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. 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 Procurement. Contact information for the RFP Contracting Officer is provided in Section 1.7.2 of this RFP.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement 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 in hard copy (printed) form by the Office of State Procurement **no later than the date and time shown in the Schedule of Events.** Fax or email submissions are not acceptable.

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

- X **Proposal Name: Rebid Food and Nutritional Services for the Department of Health and Hospitals**
- X **File Number: X 3000006068 EP, Solicitation Number: 3000006068**
- X **Proposal Opening Date and Time: August 31, 2016 at 10:00 A.M. CT**

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 Procurement
P. O. Box 94095
Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the proposal by the date and time specified in Section 1.3 Schedule of Events.

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

Office of State Procurement
1201 North 3rd 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 Procurement 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 AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.

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: Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the State's request.

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 Procurement before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents should 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 Procurement 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 Procurement.

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. **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 LDH, 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 the 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. Resumes of all known personnel should be included.

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 LDH the Proposer's financial resources sufficient to conduct the project.

- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements.

The Proposer should:

- 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 the proposal response, Proposers should provide copies of any policies and procedures manuals applicable to this RFP, inclusive of organizational standards or ethical standards. This Appendix should also include a copy of Proposer's All Hazards Response Plan.

- E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.

- F. **Project Schedule:** Detailed schedule of implementation plan for full department implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.

- G. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted in accordance with the attached Pricing Schedules (**Attachment I**). Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Seven (7) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6) and two (2) "searchable" electronic copies on a CD or USB flash drive.

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.) shall 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 shall 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 the 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".

If the Proposer's response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer 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. The proposer should also submit one

(1) electronic redacted copy of it's proposal on a flash drive or CD. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer's confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to 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.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Mandatory One Time Jobsite Visit

A Mandatory Jobsite Visit will be held at each Included Facility for Proposers that did not attend the Jobsite Visits for Solicitation Number 3000004288. Prospective Proposers must participate in the Jobsite Visits to obtain clarification of the requirements of the RFP, view each kitchen/serving area and to receive answers to relevant questions. Any firm that did not attend the Jobsite Visits for Solicitation Number 3000004288 that intends to submit a proposal must have at least one (1) duly authorized representative attend all Jobsite Visits in order for your Proposal to be accepted. Prospective Proposers are requested to attend each Jobsite Visit at each Included Facility from the start to the end of each jobsite visit.

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

Wednesday, August 3, 2016			
	Start	End	Total Visit
ELMHS Main Campus	10:00 AM CT	1:30 PM CT	3.5 hrs
Villa	2:30 PM CT	6:00 PM CT	3.5 hrs
Thursday, August 4, 2016			
	Start	End	Total Visit
Pinecrest	10:00 AM CT	1:30 PM CT	3.5 hrs
Central	2:30 PM CT	6:00 PM CT	3.5 hrs

See RFP Section 2.5 Location for the address of each Included Facility.

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 jobsite visit). All inquiries must be received by 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 should be delivered to the State's contact person for this solicitation, Janelle Brown, by mail, express courier, e-mail, hand, or fax:

Office of State Procurement
 Attention: Janelle Brown
 P. O. Box 94095
 Baton Rouge, LA 70804-9095

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

E-Mail: Janelle.brown@la.gov

Phone: (225)219-7839 / Fax: (225)342-9756

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the State, including during the Blackout Period. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement 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 Procurement 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 La. R.S. 39:1671. Such protest shall be made in writing to the Director of State Procurement at least two (2) days prior to the deadline for submitting proposals.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement's website [<http://www.doa.la.gov/Pages/Osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers 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.

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_req

Help scripts are available on the Office of State Procurement website under vendor center at <http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

1.7.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.7.2 of this RFP. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing contract only.

Under no circumstances may the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposer's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.8 Errors and Omissions in Proposal

The State will not be liable for any errors or omissions 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 – Not Required for this RFP

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 Procurement.

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. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, 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, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:163) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

1.16 Ownership of Proposal

All materials 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 their proposal whether or not they produce or provide 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

The State, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; 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 by the Proposer 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.

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. A consensus-based evaluation process shall be used to evaluate responses. 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 Procurement for the responsible 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.

1.25.1 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

The written invitation will not obligate the State to a commitment to enter into a contract.

1.26 Contract Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible 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 advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. 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 VIII** and HIPAA Business Associate Addendum in **Attachment IX** 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 Office of State Procurement in accordance with La. R.S. 39:198(J).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven (7) calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible 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. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract and approval by the Division of Administration, Office of State Procurement. 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 responsible Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et seq) along with the evaluation factors, points, evaluation

committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, 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 La. R.S. 39:1671, to the Director of State Procurement, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

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 Procurement. Contact may be made by phone at (225) 219-7839 or E-mail to Janelle.brown@la.gov

1.30 Insurance Requirements

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by the RFP (see **Attachment "XI"**). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time.

The Contractor shall maintain the insurance as shown in **Attachment "XI"** for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

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 the 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 no later than six (6) months after the issuance of an injunction 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. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

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 – Not Required for this RFP

1.34 Payment

1.34.1 Payment for Services

The Agency shall pay Contractor in accordance with the Pricing Schedules set forth in **Attachment I**. The Contractor may invoice the agency monthly at the billing address designated by the agency. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.34.2 Late Payments

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

1.34.3 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The methods of payment may be via the State's LaCarte card (procurement card), EVP method that converts check payments to a Visa credit card account with unique security features and electronic remittance notifications, or EFT payments sent directly from the State's bank directly to the payee's bank. Please see **Attachment "X"** for additional information regarding electronic payment methods.

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

The Contractor shall not assign any interest in the 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.

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 Louisiana Department of Health, 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 from the date of final payment 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 Employment Opportunity Act

of 1972, Federal Executive Order 11246 as amended, 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, 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 without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. 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

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment. 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, at no cost to the State. Contractor shall allow the Department to inspect, audit or copy records at the Contractor's site, at no cost to the State.

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 written 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.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

1.45 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

1.46 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671 - 1673.

1.47 Proposer's Certification of No Federal Suspension or Debarment

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 "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

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

1.47.1 Proposer's Eligibility

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, proposer shall so state.

1.47.2 Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

1.48 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.

1.49 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.

1.50 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).

1.51 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.

1.52 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.

1.53 Warranties

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this solicitation. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

1.54 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the 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 the Contract.

1.55 Commissioner's Statements

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this RFP, any Proposer and/or any subcontractor of a Proposer shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

1.56 Proposer's Cooperation

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

1.57 Contractor's Cooperation/Close Out

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if the Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

1.58 E-Verify

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-verify in the performance of services under the contract,

1.59 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> 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.

1.60 Key Internal Control Outsourcing – NOT REQUIRED FOR THIS RFP

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

All included healthcare facilities as identified in Section 2.5 Location operate twenty-four (24) hours per day, seven (7) days per week to a very diverse population. The food services provided are necessary for the nourishment of clients and also to provide avenues for socialization and interaction with family, peers, and caregivers.

The result of this RFP will be to provide high quality food and dietary services to meet the nutritional and personal needs of each client while complying with physician orders and State and Federal regulations.

The Contractor selected to provide food and dietary services shall comply with all factors noted herein.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin upon execution of a signed contract approved by the Director of State Procurement and will be for a period of thirty-six (36) months. Upon agreement of the State of Louisiana and the Contractor, the term of the contract may be extended for two (2) additional twelve (12) month periods at the same terms and conditions not to exceed sixty (60) months. The unit cost for Year 4 cannot exceed one percent (1%) of the unit cost for Year 3. The unit cost for Year 5 cannot exceed one percent (1%) of the unit cost for Year 4.

2.3 Price Schedule

Prices proposed by the Proposers shall be submitted on the Pricing Schedules furnished herein on **Attachment I**. Prices submitted shall be firm for the term of the contract. Prices shall 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.

1. General Requirements

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

- b. The Contractor shall meet emergency operation requirements. Employees of Contractor (assigned to included facilities) must be able to be physically present at included facilities within a 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, quarantines/containments due to illness or any other type of emergency that makes it necessary to have the food service staff return to the facility to prepare food or distribute emergency food supplies. The Contractor shall be responsible for providing diet-compliant meals, snacks, nutritional supplements and beverages on the routine meal service schedule even during emergency situations, including periods of utility outages. Additionally, Contractor shall be responsible for providing meals, snacks, nutritional supplements and beverages on the routine meal service schedule to facility staff working at the included facilities and approved evacuees being sheltered at the included facilities during emergency situations, see attached sample disaster menus (**Attachment VI**). Additional meals prepared and served to sheltered clients and/or staff may be billed on a per meal basis in accordance with **Attachment I**.
- c. The Contractor shall provide within the proposal an Emergency Preparedness Plan.
- d. The Contractor shall provide within fifteen (15) days of contract start date a Continuity of Operations Plan (COOP) to included facilities administration to ensure uninterrupted service in emergency situations. Facility administration will review and propose adjustments if necessary. Contractor shall update COOP plan accordingly.

2. Programmatic Requirements

- a. The Contractor shall, through research and surveys, and in conjunction with the designated facility staff, design and recommend dietary menus, incorporating new menu offerings and offering choices of foods that are age appropriate, culturally, ethnically and religiously appropriate, in accordance with the LDH Nutrition Standards (**Attachment IV**) and customized to meet the unique needs and/or personal preferences of the clients.
- b. The Contractor shall provide multiple week cycle menus, a minimum of four (4) and a maximum of six (6) weeks. See attached sample weekly menu (**Attachment VII**). Within each day's meals the Contractor shall provide a range of choices for each client. Contractor shall post daily and weekly planned regular and modified meals, alternates, beverages (including water) and condiments including serving sizes, calorie counts and menu analysis in designated locations as determined by the designated facility staff. If necessary, daily menus will be updated each day after the supper meal and posted accordingly. For special therapeutic meals, Contractor shall provide evidence through tray tickets that each meal meets all requirements. If tray tickets are determined to not to be an appropriate system for the facility, the Contractor shall work with the designated facility staff to develop and use an appropriate system.
- c. The Contractor shall provide healthy meals, snacks and beverages for clients of the included facilities as required by physician's orders; the services of an adequate number of competent kitchen staff to purchase, receive, store, prepare, and cook food from bulk raw materials for meal and snack preparation; to purchase, receive, store and deliver pre-thickened liquids,

nutritional supplements, snacks, and beverages; to receive, store, and use non-food items necessary for meal, snack and beverage preparation; to deliver meals, snacks, nutritional supplements, and beverages; and to timely serve meals, snacks, and beverages as designated per included facilities. Special therapeutic meals including pureed meals should be presented using molds or other agreed upon presentation method to enhance appearance. See attached sample Snack and Nutritional Supplement List (**Attachment XII**).

- d. For a typical mid-day or evening meal, for clients in need of special therapeutic meals or with documented dislikes, appropriate alternates of equal nutritional value shall be provided. In addition, for the mid-day and evening meals and upon request by the included facilities, an alternate shall be made available (example: chef salad and fruit cup). Contractor shall be responsible for gathering the information from clients on alternate choices and preparing and serving the meal accordingly. For breakfast, meal choices shall include at least two (2) 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. All menus, alternates and menu changes, even those due to distributor failures, must be pre-approved by the designated facility staff.
- e. The Contractor shall ensure there are no more than fourteen (14) hours between the supper and breakfast meal. Contractor agrees that meals will be served at times mutually agreed upon between designated facility staff and the Contractor. Contractor further agrees that these times are subject to change and that adequate notice will be given to the Contractor.
- f. The Contractor shall have the capability of preparing any meal changes due to admissions or discharges up to one (1) hour prior to serving time.
- g. The Contractor shall have the capability to provide a meal for new admits in-between meals if needed.
- h. The Contractor shall ensure all meals served meet State, Federal, and independent regulatory agency (ex: OPH, CMS, The Joint Commission, etc.) requirements and standards for recommended daily allowances, serving temperatures, and sanitation standards as applicable to each facility.
- i. Contractor shall make available a variety of sauces, condiments, salt, pepper, creamer, sugar, and sugar substitute for use during meals.
- j. Where individual facilities use a designated diet manual, the Contractor shall also use that diet manual. All menus at the included facilities shall be approved by the designated facility staff.
- k. Contractor shall have available upon request production sheets for review by the designated facility staff.
- l. The Contractor shall provide healthy occasion-appropriate food, beverages, and food service items for recreational/special functions held at the included facilities upon request and with the prior approval of the designated facility staff. Recreational/special functions include, but are not limited to, birthday parties for clients, living unit cookouts, holiday parties, luncheons, dances, family day, 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 at Contractor's expense. Holiday meals should also consider certain specific dietary religious practices as communicated to the Contractor by the designated facility staff.

The Contractor shall provide healthy food choices for recreational/special functions (picnic, etc.) in lieu of regular lunch upon seventy-two (72) hour notice.

- m. The Contractor shall provide coffee makers/urns, decaffeinated coffee, cream, sugar and sugar substitute, cups and stirrers for designated serving areas with breakfast, after breakfast and at the afternoon snack time or as specified per included facilities.
- n. The Contractor shall provide individual sized juices, puddings and other supplements including appropriate utensils for use by nursing staff during the medication administration process as prescribed by physician's order. These items shall be provided to designated medication administration sites per included facilities 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 facilities.
- o. The Contractor shall provide special request items not included in the planned menu cycle based on individual client 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. In addition, at the request of the included facilities, Contractor shall provide additional items to be stored on the ward/unit and distributed by designated facility staff based on individual client needs.
- p. The Contractor shall provide additional healthy meals for facility staff and approved evacuees sheltered at each included facility during emergency situations as specified per included facilities, see attached sample disaster menu (**Attachment VI**).
- q. The Contractor must be prepared to serve cold meals, or substitute meals for the clients in the event that a utilities shutdown unexpectedly occurs or as a planned shutdown is scheduled.
- r. The Contractor shall maintain at all times at least a ninety-six (96) hour emergency supply of food and all items necessary to prepare and distribute meals. Emergency supplies shall be monitored for expiration dates and replenished as necessary. The Contractor shall maintain an emergency staff contact list in accordance with LDH Regulations; this list shall be made available to included facilities upon request.
- s. Upon request, the Contractor shall provide healthy lunch meals for sale to employees, students, visitors and inmate work crews. Sale of meals **shall not** be calculated as part of any proposal but may be allowed after services begin with the cost per meal to be negotiated by facility administration and Contractor. If these types of meals are sold the Contractor shall assume the responsibility of money collection.
- t. For every meal served the Contractor shall keep a sample tray in the cooler for a 72 hour period as directed by included facilities.
- u. The Contractor shall collect, sanitize and return to the appropriate and designated area all serving equipment and adaptive specialty nutritional equipment ordered for client including but not limited to specialized spoons, bowls, pitchers, ice chests, etc.
- v. For estimated food service needs of each included facility, see **Attachment III**.

3. Operations Requirements

- a. The Contractor shall provide a high standard of service as determined and monitored by designated facility staff. The Contractor shall develop and implement a cost containment program. Major areas of cost control shall address standardized recipes, production sheets, and portion guides; develop and implement a food delivery system that will accurately forecast and reduce 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. All substitutions shall be approved by the designated facility staff.
- b. The Contractor shall develop, recommend for approval by the designated facility staff, and implement improvements in food preparation techniques in addition to meeting other requirements of the contract.
- c. The Contractor shall be responsible for implementing a food delivery system at each of the included facilities designated serving areas, which complies with applicable Federal, State, and independent regulatory bodies' standards and meets the needs of the included facilities.
- d. The Contractor shall replace any transporting equipment such as carts, trays, buggies, etc. at the recommendation of the designated facility staff when these items are in poor condition.
- e. The Contractor shall be responsible for the following:
 - i. Food Handling, Temperature Control, Sanitation & Delivery
 - 1. The Contractor's manager or supervisors shall 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 included facilities Infection Control Nurse. Unnecessary staff shall be prohibited from the kitchen.
 - 2. The Contractor is responsible for providing cleaning supplies that meet food service industry standards. The cleaning supplies must be comparable to evidence based practice guidelines for cleaning and disinfecting.
 - 3. The Contractor's manager or supervisors shall monitor and document freezer and cooler temperatures prior to meal preparation on daily logs. Dishwasher temperatures will be monitored and documented daily to ensure the temperatures are maintained within the acceptable temperature ranges. For dishwashing machines, the Contractor's manager or supervisor shall also monitor the proper injection of dishwashing chemicals where chemical cleaning is used by use of written logs on a daily basis. The logs shall be maintained by the Contractor and made available upon request.

4. The Contractor shall be responsible for transporting food in a controlled environment to the serving areas while maintaining proper food temperatures, and shall provide a system of regular temperature checks to confirm that food temperature is correct at the time of delivery to the serving areas. Cold food items shall be transported separately from hot food item transport carriers. Temperatures shall be documented on a daily log. The logs shall be maintained by the Contractor and made available upon request.
5. The Contractor shall monitor food temperatures for each meal and each serving line and tray delivery area to ensure the temperatures are maintained within acceptable temperature ranges.
6. The Contractor shall at all times maintain and practice the most current safe food handling and sanitation techniques and shall comply with State sanitation standards. The Contractor shall provide all necessary sanitation products for use in the kitchen. The Contractor shall be responsible for maintaining the following areas in accordance with all Federal and State sanitation standards: kitchen, food preparation areas, dining areas, kitchen hoods, dishwashing areas, storage areas, walk-in coolers/freezers, receiving and loading docks. Contractor shall ensure all opened food will be labeled, dated, and sealed; all food shall be dated; all steam tables, coffee pots, coffee urns, cooking utensils, and all other items used in the kitchen(s) and designated service areas shall be cleaned and sanitized after each use; when air drying is used, proper procedures will be followed; and cooking equipment and all serving/production surfaces shall be spotless and sanitary. Delivery vehicles shall be maintained and cleaned after each use to prevent unsanitary conditions. Food service utility carts, hot carts, serving trays, dining areas, tables, table cloths, chairs, floors, and walls shall be cleaned and sanitized after each use and within a time frame designated by the included facilities. Individual hand sanitizer dispensers shall be cleaned and filled within all serving/dining areas.
7. The Contractor shall provide staff uniforms, gloves, hairnets, aprons, thermometers, and all other necessary kitchen and servicing apparel in order to meet all applicable food service standards and codes, or otherwise ensure that staff wears approved uniforms while on duty.
8. The Contractor shall provide to each serving area a mealtime serving guide for staff to use during serving times. This serving guide shall be clear and in an easy-to-read format. The Contractor shall work with the designated facility staff to develop the guide.
9. The Contractor shall use cafeteria serving lines (when applicable) as primary method of meal delivery to clients. Where required, the Contractor must have the capability to plate individual meals and transport to different units, or bulk

transport of cooked meals to serving lines in various units; while maintaining compliance with health and safety standards, procedures and regulations and adhering to standard scheduled meal service times.

10. Meals for clients that cannot or choose not to come to the dining area must be made available and delivered within acceptable time frames.
 11. When food carts and snack distribution containers are used, Contractor is responsible for picking up food carts within a timely manner as set forth by the included facilities administration. Contractor is responsible for upkeep, cleanliness, and replacement of these carts and containers. Trays served in dining rooms shall not be prepared until the client is present.
 12. All beverages served in pitchers shall be covered with lids. Hot beverages shall be served in the appropriate covered, thermal pitchers.
 13. All clients shall receive a beverage for provision of meal service when eating on the units.
 14. The Contractor shall be responsible for providing all necessary provisions for the hydration needs of clients. This may include but not limited to water pitchers and cups available at meals, hydration stations available at each nursing station, water mugs available to each client (when applicable), water pitchers with lids for medicine administration carts (when applicable); additionally, the washing, sanitizing, and monitoring of these items for good repair.
 15. Snacks shall be delivered by Contractor in approved transport containers to the designated areas during the designated time.
 16. If applicable, employee meals shall be served in the building and at the time determined by the designated facility staff.
 17. At the included facilities request or when applicable, the Contractor shall ensure no knives are distributed to the clients and thus the quality of the food must not require a knife to be used.
- ii. Food Storage:
1. The Contractor shall have access to use facility storage and freezer space under conditions imposed by the facility regarding space, location, hours and days of access.
- iii. Procurement:
1. The Contractor shall develop complete food specifications for the procurement of all food/food ingredients and beverages purchased and paid for by the Contractor. The Contractor shall provide all food products required for the food service operation at the included facilities. The Contractor shall purchase, store and deliver all food/food ingredients, beverages, snacks, and nutritional supplements to prepare nutritionally balanced meals.
 2. The Contractor shall provide all non-food products required for the food service operation at the included facilities (including,

but not limited to, dishwashing chemicals and testing supplies where chemicals are used in the dishwashing process; non-disposable plates, glasses, eating utensils, serving utensils, and food service-related sanitation products for each of the serving areas; disposable plates, napkins, glasses, and eating utensils for use in emergency situations or when other extenuating circumstances exist; sanitation products for the kitchen).

3. The Contractor shall purchase and store quantities of non-food products to ensure adequate supplies are ordered, delivered and available in a timely manner to alleviate the possibility of significant over/under supply situations arising.
4. Contractor shall provide appropriate dishes and glassware which shall be inspected daily to prevent use of items with cracks or breaks.

iv. Emergency Situations:

1. As an emergency provision the Contractor is responsible for ensuring an adequate supply of food and supplies to accommodate emergency situations, including existing and new physician orders, sheltering-in-place and housing of approved evacuated clients and staff from other facilities.
2. The Contractor shall provide dietary services during emergency situations, evacuations, food recalls, spoilage notifications and/or when the hospital is in "Shelter in Place" status.
3. The Contractor shall comply with submitted Emergency Preparedness Plan, COOP plan and Facility Administrator's directives.

v. Food Production, Delivery, and Service Equipment

1. Immediately prior to the contract implementation date the designated facility staff and the Contractor representative shall conduct an inventory of all state-owned food production, delivery, hot holding and service equipment, (included but not limited to serving line equipment) with the exception of vehicles. The inventory shall be documented and include item description, condition and location of each equipment item. Upon completion the inventory report shall be signed and dated by a Contractor representative and the designated facility staff. The original completed inventory document shall be kept on file at each facility and a copy given to the Contractor representative. On the date of contract implementation, the Contractor shall assume responsibility for maintenance and repair of these equipment items. The Contractor will be responsible for maintenance, repairs and/or replacement of all State owned equipment up to \$3001.00 per incident with a maximum of \$30,000 per contract year per facility. Unspent amounts shall be carried forward each contract year increasing the annual maximum per facility up to \$90,000 per 3-year contract term. If any incident exceeds \$3,001, the Contractor will be responsible for \$3,000 worth of

maintenance, repair and/or replacement costs and the State will be responsible for the remaining balance per incident. Any cost of repairs, maintenance and/or replacement of equipment items, must be approved in advance by the designated facility staff before work is performed. The Contractor shall be responsible for an alternate means of providing services until maintenance, repairs and/or replacement is completed. The Contractor is solely responsible for all other equipment needed to carry out the terms of the contract which includes but is not limited to the following items: coffee pots, coffee pods (for ward trays), conveyor toasters, beverage dispensers, utility carts, slicers, blenders, meal delivery carts, hot holding carts, commercial can openers, eating utensils, serving utensils, steam table pans, insulated delivery bags, kitchen supplies (tongs, skimmer, ice scoops, paddle, sheet pans, etc.), food processors, insulated trays, serving trays, standup warming units, table top warmers, hydration carts/ice-chests, cutting boards, kitchen microwaves, stand-alone refrigerators/freezers, dish machines, glasses, cups, plastic plates, trash cans, shelving, storage bins, thermostats, and drying racks. Expenses incurred for maintenance, repairs and/or replacement of State owned equipment and an accumulated balance shall be reported monthly to the designated facility staff; and attached to each report shall be copies of paid invoices.

2. The Contractor shall be solely responsible for the full cost of repairing or replacing any State owned equipment or property damaged due to abuse or neglect of the State owned equipment by the Contractor regardless of the cost of said repair or replacement; **expenses incurred by Contractor shall not be included in the annual maximum of \$30,000.**
3. These food production, delivery, and service equipment items, including replacement items, shall remain the property of the State upon termination of the contract for any reason.
4. Vehicles owned or leased by the State are not included; the Contractor shall provide all vehicles.
5. The Contractor may add equipment as needed to ensure the highest quality and most effective operation with the approval of the onsite administrator. 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 lines may be installed at Contractor's expense. The specified staff per included facilities must approve all equipment prior to purchase and installation to ensure utility (gas, electric, water) limitations are not extended or overburdened. No equipment shall be permanently attached to the walls, floors, ceilings, or any part of the structure without written approval from the designated facility staff. Items covered in this paragraph shall remain the property of the Contractor upon termination of the

contract for any reason. Equipment that is damaged or destroyed during the contract shall be replaced or repaired with equivalent equipment.

6. No alterations, modifications, repairs, or additions to the buildings or equipment owned by the included facilities are to be made without prior written approval from the designated facility staff. State equipment under manufacturer's warranty shall be repaired in accordance with the warranty requirements and the Contractor shall take no actions which would void or otherwise interfere with the manufacturer's warranty for the equipment. For items covered under a manufacturer's warranty, the Contractor shall contact the designated facility staff upon learning that a repair for a piece of State equipment is needed.
 7. The Contractor shall complete preventative maintenance on all State equipment according to factory recommendations and shall document such preventive maintenance in a mutually agreed upon report format.
 8. The Contractor shall ensure that repairs are made promptly to State equipment taken out of service for repairs even if there is a backup unit of equipment available and even if the Contractor does not intend to use the State equipment taken out of service after repairs are completed.
 9. The Contractor shall be responsible for the full cost of repairing or replacing any State equipment or property damaged due to abuse or neglect of the State equipment by the Contractor regardless of the cost of said repair or replacement.
 10. The Contractor shall not use backup or unused State equipment as a source of spare parts for the other State equipment or for Contractor's equipment.
- vi. Waste Management:
1. The included facilities shall provide waste management service, including all waste receptacles and dumpster service. The Contractor shall provide all trash cans and garbage bins; the included facilities will provide the dumpsters. 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. In addition, Contractor is responsible for closing dumpster doors after each use.
- vii. Utilities and Other Requirements:
1. Included facilities shall provide the Contractor with water, electricity, and gas to outlets. The Contractor shall have access to included facilities kitchen equipment.
 2. Included facilities shall provide and maintain HVAC, plumbing, electrical, and fire systems to kitchens and serving areas.

3. 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.
- viii. For estimated food service needs of each included facilities, see **Attachment III Estimated Food Service Needs.**

4. Staffing Requirements/Qualifications

- a. The Contractor shall recruit, hire, and train adequate and competent staff to achieve the deliverables cited in this RFP. The Contractor must ensure staff are adequately trained with a recognized food handler training series and meet all training requirements of included facilities. Training requirements will be defined by facility administration and adjusted as necessary. Staffing plans must be consistent seven (7) days per week. Proposer must submit weekday and weekend staffing schedules for each facility along with proposal response information.
- b. Employees shall be scheduled to work the shifts necessary to provide meals and clean-up during the week, weekends, holidays and emergencies and to transport prepared food to the designated serving areas during the week, weekends, holidays and emergencies. The Contractor must have at a minimum one (1) designated on-site manager per facility assigned to no less than forty (40) work hours per seven (7) day week. Manager(s) must possess a certificate as a Certified Dietary Manager. Contractor must also have at a minimum one (1) designated supervisor per facility per location during all hours of operation for meal preparation, food service and the clean-up; supervisor shall not be scheduled to cook or fulfill other positions. There must be at least one (1) supervisor per facility employed by the Contractor on call twenty-four (24) hours per day, seven (7) days per week. All supervisor(s) must, at a minimum be Serv Safe certified. At the included facilities request, Contractor must also have at a minimum one (1) designated Dietetic Technician Registered (DTR) per facility present during hours of operation. DTR must work on-site at least forty (40) hours per seven (7) day week. Contractor can utilize a DTR even though the DTR has not completed the internship hours to become a Dietetic Technician Registered.
- c. Contractor shall provide detailed job descriptions of all local staffing positions at each facility.
- d. Contractor resources shall include daily inspections of all sites for work practices by the CDM and/or the Contractor's designated supervisor.
- e. 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 (2) 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 shall not be permitted to work at the included facilities.
- f. The designated facility staff 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.) In addition, if Contractor has employees that work between facilities included herein, all required documentation must be maintained at all locations.

- g. The Contractor shall ensure an employee health program includes annual tuberculosis testing and daily supervisory observation of employee health for absence of potentially communicable diseases (colds, flu, etc.). Contractor must ensure all staff are aware of and in compliance with included facilities Infection Control requirements and annual mandatory testing.
- h. 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 shall 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.
- i. 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.
- j. It is expected that the Contractor's employees shall, at all times, treat people supported by the included facilities with dignity and respect.
- k. 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.
- l. The Contractor shall implement educational programs and culinary training for food service personnel hired as employees of the Contractor on a monthly basis. Training programs shall include: ways to promote a caring customer service attitude; food safety practices, portion control, review of 2015 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 shall 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 shall provide the facility with a monthly report of any training, quality assurance, and/or in-services completed. All training/education material shall be pre-approved by the designated facility staff.
- m. Contractor shall have regular meetings to further on-going communication between management/administration and the clients/care givers
- n. The Contractor shall maintain affiliations with dietetic internship programs and provide training opportunities to students.
- o. The Contractor shall provide employment consideration to persons who reside in group homes on the grounds of the included facilities.
- p. 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 facilities. The included facilities shall 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).
- q. The Contractor shall perform and document competency assessments on all staff upon hire and six (6) months thereafter. Contractor shall continue to

perform and document competency assessments annually. Competency criteria for each job classification and competency assessment results should be forwarded to the designated facility staff upon completion.

5. Record keeping requirements

- a. The Contractor shall maintain all personnel records, monthly quality reviews, and monthly client satisfaction surveys with corrective action plans if applicable. Contractor shall also maintain and have readily available all documentation to support monthly invoices. Contractor shall have on file preventative maintenance logs for equipment. Upon request by the included facilities, Contractor must provide these records for review.

6. Reporting Requirements

- a. The Contractor shall recommend quality assurance monitoring programs and systems for the food service operation and delivery system. The Contractor shall implement approved quality assurance programs and provide quarterly written reports to the designated facility staff. At least 25% of the population shall be surveyed on a monthly basis and surveys shall be random utilizing different areas at each facility. Written correction actions plan and appropriate follow up shall be presented to each included facility for results showing less than a 90% satisfaction rate.
- b. The Contractor shall work collaboratively with the designated facility staff on a daily basis.
- c. The Contractor shall furnish monthly status reports to encompass the following areas: employee training in accordance with each included facility's Staff Training Curricula, client 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.
- d. The Contractor shall read and/or respond to all communication received from the Administrators, Associate Administrators, and designated facility staff. 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, shall communicate information and/or problems on a regular basis concerning the food service 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. All information that is disseminated to the facility shall be pre-approved by the designated facility staff.
- e. The Contractor shall be responsive to the LDH Secretary, LDH 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.
- f. The Contractor must be available the same day to meet with OPH, CMS, Health Standards and/or Joint Commissions surveyors when questions and or complaints are being addressed by surveyors. The Contractor shall be required to present monitoring, policy and procedure and proof of education of staff. The Contractor shall inform facility dietitian of any scheduled or

unscheduled visits from OPH, CMS, Health Standards, etc. and will provide any documentation results of the visit/survey.

- g. The Contractor shall maintain 72-hour trays and participate in all outbreak investigations as directed by included facilities. The Contractor shall collect employee call-in information and report illness information to the respective infection prevention and control programs on a daily basis. The Contractor, in collaboration with the designated facility staff, shall determine critical control points or procedures in the food system that if uncontrolled may result in an unacceptable health risk.
- h. The Contractor shall also participate in the facilities Quality Assurance reports at which time they shall submit monthly QA monitor and temperature reports. This shall also include a monthly Plate Waste Study.

7. Transition Plan

- a. The Proposers shall submit, with their 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:
 - i. Upon completion of the contract or if terminated earlier, all records, reports, work sheets or any other pertinent materials related to the execution of the contract shall become the property of the LDH;
 - ii. In the event of contract termination, or as requested, the Contractor shall transfer all data and non-proprietary systems to the LDH or new Contractor within the agreed upon time frame;
 - iii. Upon termination of contracted services, all equipment in use at the included facilities at the time the Contract was initiated and all replacement equipment purchased under the contract shall revert to the LDH. The Contractor agrees to deliver any such equipment in good working order (or a comparable replacement in good working order) to the LDH within the pre-determined time frame.
 - iv. The takeover/transition plans must be adhered to within thirty (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 LDH.

8. Liquidated Damages

- a. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. The Department may also delay the assessment of liquidated damages if it is in the best interest of the Department to do so. The Department may give notice to the Contractor of a failure to meet performance standards but delay the assessment of liquidated damages in order to give the Contractor an opportunity to remedy the deficiency; if the

Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, LDH may reassert the assessment of liquidated damages, even following contract termination.

- i. Late submission of any required report - \$50 per working day, per report.
 - ii. Failure to fill vacant contractually required key staff positions within 45 days - \$500 per working day from 46th day of vacancy until filled with an employee approved by the Department.
 - iii. Failure to maintain all client files and perform all file updates according to the requirements in the contract, as evidenced in client files when reviewed during monitoring site visit - \$100 per client.
 - iv. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
 - v. Failure to meet independent regulatory agency requirements which result in a fine – payment of assessed fine(s)
 - vi. Failure to correct independent regulatory agency citations in the required timeframe – payment of assessed fines and/or reimbursement of lost revenues
 - vii. Failure to adhere to approved weekly/monthly menu; failure to serve meals in accordance with designated time periods documented on serving schedules; failure to supply food to all clients as prescribed by individual physician orders, failure to serve food at appropriate temperatures, or any other noncompliance with RFP/Contract requirements – reduction in monthly invoice by calculated error rate. See Sample Compliance Monitoring Tool (**Attachment V**). Ongoing error rates exceeding 10% in six consecutive months may result in contract termination.
 - viii. Failure to adhere to any requirement that results in the need for facility staff to assist with maintenance, food preparation, delivery, monitoring, and/or cleanup – reimbursement to facility of accumulated hourly pay of assigned staff.
 - ix. Failure to maintain all employee files - \$50 per unlocated document per work day.
- b. The decision to impose liquidated damages may include consideration of some or all of the following factors:
- i. The duration of the violation;
 - ii. Whether the violation (or one that is substantially similar) has previously occurred;
 - iii. The Contractor's history of compliance;
 - iv. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
 - v. The "good faith" exercised by the Contractor in attempting to stay in compliance.

9. Fraud and Abuse

- a. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
- b. Such policies and procedures must be in accordance with State and Federal regulations. Contractor shall have adequate staffing and resources to

investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

2.5 Location

The State reserves the right to reduce the number of service sites at no additional cost to the State. The Contractor must provide the service to each remaining Facility at the original contract price for that Facility.

The work/delivery/service is to be performed, completed and managed at the following locations:

**Office of Aging and Adult Services
Villa Feliciana Medical Complex (VFMC)
5002 Highway 10
Jackson, LA 70748**

**Office of Behavioral Health
Central Louisiana State Hospital (CLSH)
242 West Shamrock St.
Pineville, LA 71360**

**Office of Behavioral Health
Eastern Louisiana Mental Health System (ELMHS) (main campus)
4502 Highway 951
Jackson, LA 70748**

**Office of Behavioral Health
Eastern Louisiana Mental Health System (ELMHS) (ASSA campus)
5226 Highway 10 West
Jackson, LA 70748**

**Office for Citizens with Developmental Disabilities
Pinecrest Supports and Services Center (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 this RFP

2.6.1 Financial

Proposal shall include prices per the Pricing Schedules furnished in **Attachment I**, 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 State reserves the right to reduce the number of service sites at no additional cost to the State. The Contractor must provide the service to each remaining Facility at the contract price for that Facility.

The Proposer's unit cost must be inclusive of all cost required to meet the requirements of this RFP such as:

1. Administrative, operating, and maintenance and repair costs. 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 shall 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. Labor cost per hour for different types of food service workers including all payroll taxes and related benefits. This shall also include maintenance and repair costs for both State-owned (as referenced in Part II Scope of Work/Services, Section 2.4 Deliverables, 3. Operations Requirements (e) of this RFP) and Contractor-owned equipment and supplies.

To obtain the overall total cost for evaluation of each proposal response, the total cost for all three years for all Facilities will be used.

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/transition.
- Plans for all training, monthly in-service training schedule.
- 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 (3) states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number and email address for each reference.

- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three (3) years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.
- Demonstration of the Proposer's 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 Proposer's intent to provide choice, surveys, and Quality Assurance (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 Disabled Veteran-Owned 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 entrepreneurship (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.louisianaeconomicdevelopment.com>

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 (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:
<http://www.legis.la.gov/Legis/Law.aspx?d=671504>

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:
<http://www.legis.la.gov/Legis/Law.aspx?d=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.la.gov/pages/osp/se/secv.aspx>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:
<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, 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?guest_user=self_reg

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:
<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>

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.

PART III: EVALUATION

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

Evaluation Criteria	Possible Points
Financial Proposal (Section 3.1)	40
Technical Proposal (Section 3.2)	50
Veteran and Hudson Initiative (Section 3.2.1)	10
Total Possible Points	100

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 Proposer with the highest overall score will be recommended for award.

3.1 Financial Proposal

The following financial criteria will be evaluated:

Prices proposed by the Proposers shall be submitted on the Pricing Schedules furnished in **Attachment I**. 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.

To obtain the overall total cost for evaluation of each proposal response, the total cost for all three (3) years for all Facilities will be used.

A Proposer's base cost score will be based on the cost information provided in **Attachment I** and computed as follows:

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

Where:

- BCS = Computed cost score (points) for Proposer being evaluated
- LPC = Lowest proposed cost of all Proposers
- PC = Total cost of Proposer being evaluated
- FPP = Financial Proposal Points

3.2 Technical Proposal – 50 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 10 points
- Company Background and Experience - 10 points
- Work Plan/Execution including operations, sanitation and food safety, staffing/personnel management and training - 10 points
- Coordination with facility interdisciplinary care - 5 points
- Philosophy and commitment to quality, choice, and resident satisfaction - 10 points
- Emergency Preparedness Plan - 5 points

3.2.1 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

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 entrepreneurships 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 entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If the 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.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

For all performance requirements and standards see Section 2.1 and Section 2.4 of this RFP.

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 RFP. See Part II Scope of Work/Services, Section 2.4 Deliverables Number 8 Liquidated Damages.

4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned 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.

Pricing Schedule

FACILITY: ELMHS-Main Campus

Cost Type	Estimated # of Items Per Year	Unit Cost	Total Cost
Cost Per Meal	529,980		
Cost Per Snack	176,660		
Cost Per Special Food Service Item (cake/ice cream)	5,808		
Cost Per Nutritional Supplement	10,080		
Cost Per Items Used to Support Medication Administration	176,200		
Cost Per Emergency Meal	5,565		
Total - YEAR #1			

YEAR #2

Cost Type	Estimated # of Items Per Year	Unit Cost	Total Cost
Cost Per Meal	529,980		
Cost Per Snack	176,660		
Cost Per Special Food Service Item (cake/ice cream)	5,808		
Cost Per Nutritional Supplement	10,080		
Cost Per Items Used to Support Medication Administration	176,200		
Cost Per Emergency Meal	5,565		
Total - YEAR #2			

YEAR #3

Cost Type	Estimated # of Items Per Year	Unit Cost	Total Cost
Cost Per Meal	529,980		
Cost Per Snack	176,660		
Cost Per Special Food Service Item (cake/ice cream)	5,808		
Cost Per Nutritional Supplement	10,080		
Cost Per Items Used to Support Medication Administration	176,200		
Cost Per Emergency Meal	5,565		
Total - YEAR #3			

Grand Total			
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Pricing Schedule

FACILITY: ELMHS-ASSA Campus

Cost Type	Estimated # of Items Per Year	Unit Cost	Total Cost
Cost Per Meal	89,700		
Cost Per Snack	71,140		
Cost Per Special Food Service Item (cake/ice cream)	900		
Cost Per Nutritional Supplement	5,040		
Cost Per Items Used to Support Medication Administration	27,300		
Cost Per Emergency Meal	2,100		
Total - YEAR #1			

YEAR #2

Cost Type	Estimated # of Items Per Year	Unit Cost	Total Cost
Cost Per Meal	89,700		
Cost Per Snack	71,140		
Cost Per Special Food Service Item (cake/ice cream)	900		
Cost Per Nutritional Supplement	5,040		
Cost Per Items Used to Support Medication Administration	27,300		
Cost Per Emergency Meal	2,100		
Total - YEAR #2			

YEAR #3

Cost Type	Estimated # of Items Per Year	Unit Cost	Total Cost
Cost Per Meal	89,700		
Cost Per Snack	71,140		
Cost Per Special Food Service Item (cake/ice cream)	900		
Cost Per Nutritional Supplement	5,040		
Cost Per Items Used to Support Medication Administration	27,300		
Cost Per Emergency Meal	2,100		
Total - YEAR #3			

Grand Total			
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Pricing Schedule

FACILITY: CLSH

Cost Type	Estimated # of Items Per Year	Unit Cost	Total Cost
Cost Per Meal	132,700		
Cost Per Snack	87,600		
Cost Per Special Food Service Item (cake/ice cream)	2,880		
Cost Per Nutritional Supplement	7,200		
Cost Per Items Used to Support Medication Administration	43,800		
Cost Per Emergency Meal	3,780		
Total - YEAR #1			

YEAR #2

Cost Type	Estimated # of Items Per Year	Unit Cost	Total Cost
Cost Per Meal	132,700		
Cost Per Snack	87,600		
Cost Per Special Food Service Item (cake/ice cream)	2,880		
Cost Per Nutritional Supplement	7,200		
Cost Per Items Used to Support Medication Administration	43,800		
Cost Per Emergency Meal	3,780		
Total - YEAR #2			

YEAR #3

Cost Type	Estimated # of Items Per Year	Unit Cost	Total Cost
Cost Per Meal	132,700		
Cost Per Snack	87,600		
Cost Per Special Food Service Item (cake/ice cream)	2,880		
Cost Per Nutritional Supplement	7,200		
Cost Per Items Used to Support Medication Administration	43,800		
Cost Per Emergency Meal	3,780		
Total - YEAR #3			

Grand Total			
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Pricing Schedule

FACILITY: PSSC

Cost Type	Estimated # of Items Per Year	Unit Cost	Total Cost
Cost Per Meal	410,625		
Cost Per Snack	266,450		
Cost Per Special Food Service Item (cake/ice cream)	4,800		
Cost Per Nutritional Supplement	351,360		
Cost Per Items Used to Support Medication Administration	142,100		
Cost Per Emergency Meal	8,400		
Total - YEAR #1			

YEAR #2

Cost Type	Estimated # of Items Per Year	Unit Cost	Total Cost
Cost Per Meal	410,625		
Cost Per Snack	266,450		
Cost Per Special Food Service Item (cake/ice cream)	4,800		
Cost Per Nutritional Supplement	351,360		
Cost Per Items Used to Support Medication Administration	142,100		
Cost Per Emergency Meal	8,400		
Total - YEAR #2			

YEAR #3

Cost Type	Estimated # of Items Per Year	Unit Cost	Total Cost
Cost Per Meal	410,625		
Cost Per Snack	266,450		
Cost Per Special Food Service Item (cake/ice cream)	4,800		
Cost Per Nutritional Supplement	351,360		
Cost Per Items Used to Support Medication Administration	142,100		
Cost Per Emergency Meal	8,400		
Total - YEAR #3			

Grand Total			
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Pricing Schedule

FACILITY: Villa

Cost Type	Estimated # of Items Per Year	Unit Cost	Total Cost
Cost Per Meal	167,478		
Cost Per Snack	116,800		
Cost Per Special Food Service Item (cake/ice cream)	1,920		
Cost Per Nutritional Supplement	50,370		
Cost Per Items Used to Support Medication Administration	58,400		
Cost Per Emergency Meal	5,460		
Total - YEAR #1			

YEAR #2

Cost Type	Estimated # of Items Per Year	Unit Cost	Total Cost
Cost Per Meal	167,478		
Cost Per Snack	116,800		
Cost Per Special Food Service Item (cake/ice cream)	1,920		
Cost Per Nutritional Supplement	50,370		
Cost Per Items Used to Support Medication Administration	58,400		
Cost Per Emergency Meal	5,460		
Total - YEAR #2			

YEAR #3

Cost Type	Estimated # of Items Per Year	Unit Cost	Total Cost
Cost Per Meal	167,478		
Cost Per Snack	116,800		
Cost Per Special Food Service Item (cake/ice cream)	1,920		
Cost Per Nutritional Supplement	50,370		
Cost Per Items Used to Support Medication Administration	58,400		
Cost Per Emergency Meal	5,460		
Total - YEAR #3			

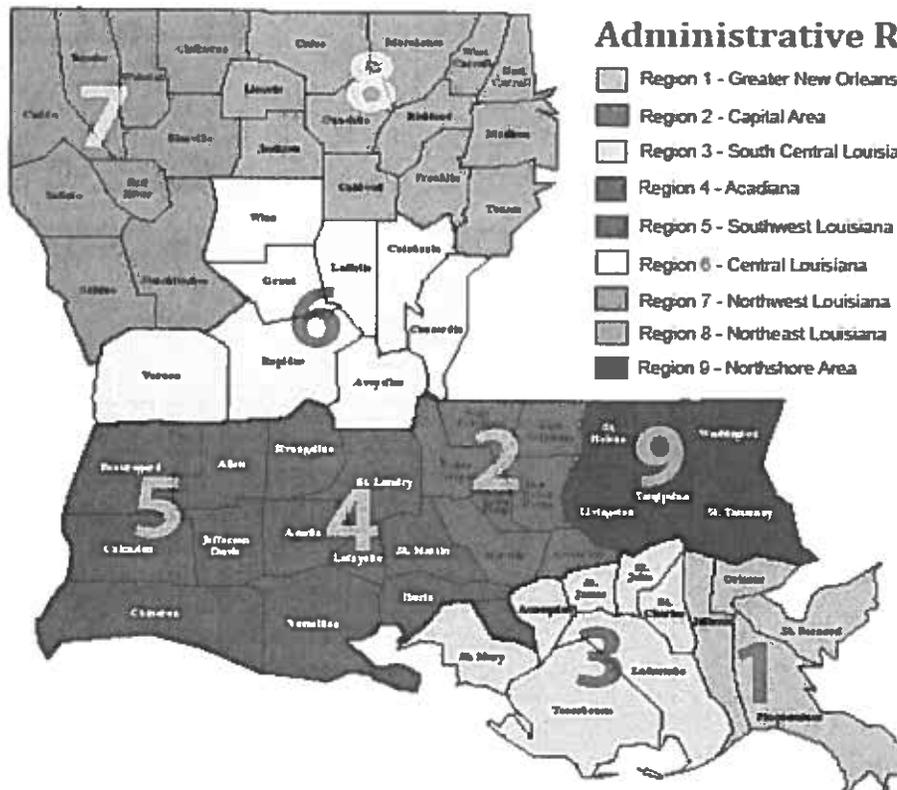
Grand Total			
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Overall Total Cost - All Facilities			
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Regional Map



DEPARTMENT OF HEALTH



Administrative Regions

- Region 1 - Greater New Orleans Area
- Region 2 - Capital Area
- Region 3 - South Central Louisiana
- Region 4 - Acadiana
- Region 5 - Southwest Louisiana
- Region 6 - Central Louisiana
- Region 7 - Northwest Louisiana
- Region 8 - Northeast Louisiana
- Region 9 - Northshore Area

REGION 1 - Greater New Orleans Area
 Benson Tower, 1450 Poydras St.,
 10th Floor, New Orleans, LA 70112
Mail to: P.O. Box 1521
 New Orleans, LA 70004-1521
 PHONE: (504) 569-0606
 FAX: 1-866-853-7278

REGION 4 - Acadiana
 117 Production Drive
 Lafayette, LA 70508
Mail to: P.O. Box 81709
 Lafayette, LA 70598-1709
 PHONE: (337) 282-1231
 FAX: (337) 282-1232

REGION 7 - Northwest Louisiana
 3020 Knight St. - Suite 100
 Shreveport, LA 71105
 PHONE: (318) 862-9875
 FAX: (318) 862-9701
 TTD: (318) 862-9714 or
 1-888-838-2351

REGION 2 - Capital Area
 2521 Wooddale Blvd.
 Baton Rouge, LA 70805
Mail to: P.O. Box 91248
 Baton Rouge, LA 70821-9248
 PHONE: (225) 925-6505
 FAX: (225) 925-6525

REGION 5 - Southwest Louisiana
 One Lakeshore Drive, Suite 700
 Lake Charles, LA 70629
Mail to: P.O. Box 3250
 Lake Charles, LA 70602-3250
 PHONE: (337) 491-2439
 FAX: (337) 491-2785

REGION 8 - Northeast Louisiana
 122 St. John St.
 State Office Building, Room 110
 Monroe, LA 71201-7384
 PHONE: (318) 382-3088
 FAX: (318) 382-3085

REGION 3 - South Central Louisiana
 1000-C Plantation Road
 Thibodaux, LA 70301
 PHONE: (985) 449-5183
 FAX: (985) 449-6030

REGION 6 - Central Louisiana
 3800 Jackson St., Dunbar Plaza, Suite 113
 Alexandria, LA 71303
Mail to: P.O. Box 13316
 Alexandria, LA 71315-3316
 PHONE: (318) 487-5147
 FAX: (318) 484-2410

REGION 9 - Northshore Area
 121 Robin Hood Drive
 Hammond, LA 70403
 PHONE: (985) 543-4216
 FAX: (985) 543-4221

Estimated Food Service Needs

Attachment III

	ELMHS-Main Campus	ELMHS-ASSA Campus	CLSHI	VFMC	PSSCPIncrest
# of Meal Preparation Areas	1	1	1	2	1
of these, how many building locations	1	1	1	2	1
# of Meal Servings Areas	5	1	2	4	32
of these, how many building locations	1	1	2	2	32
# of Coffee Stations	35	1	10	8	40
of these, how many building locations	8	1	10	2	40
Avg Daily Population Receiving Meals	484	75	120	140	375
Avg # of Meals Served Per Day (ex Special Therapeutic Meals)	1,452	225	0	225	279
Est # of Meals Served Per Year (ex Special Therapeutic Meals)	529,980	81,125	0	82,125	101,835
Avg # of Snacks Served Per Day (ex Special Therapeutic Snacks)	484	75	0	150	186
Est # of Snacks Served Per Year (ex Special Therapeutic Snacks)	176,660	27,375	0	109,500	67,890
Avg # of clients with Special Therapeutic Meals	30	10	120	75	282
Est # of Special Therapeutic Meals Served Per Day	90	30	360	225	846
Est # of Special Therapeutic Meals Served Per Year	32,850	10,950	131,400	82,125	308,790
Avg # of clients with Special Therapeutic Snacks	35	12	120	75	282
Est # of Special Therapeutic Snacks Served Per Day	70	24	240	150	564
Est # of Special Therapeutic Snacks Served Per Year	25,500	8,740	87,600	54,750	205,860
Avg # of clients needing Nutritional Supplements	10	5	15	60	204
Est # of Nutritional Supplements Served Per Month	840	420	600	4,197	29,280
Est # of Nutritional Supplements Served Per Year	10,080	5,040	7,200	50,370	351,360
Est # of Food Items for Medication Administration Per Year	176,200	27,300	43,800	58,400	142,100
Est # of bagged/cold meals needed per day	4	2	5	2	10
Est # of bagged/cold meals needed per week	20	10	25	14	50
Est # of bagged/cold meals needed per year	1,460	730	1,300	728	2,600
Est # of clients to receive cake and low-fat ice cream per month	484	75	240	140	400
Est # of clients to receive cake and low-fat ice cream per year	5,808	900	2,880	1,680	4,800
Est # of meals per meal service (staff & evacuees-emergency)	265	100	180	260	400
Est # of lunch meals needed per day for inmate work crews	7	0	0	10	n/a
Est # of lunch meals needed per year for inmate work crews	1,300	0	0	2,500	0
Est # of bagged lunches per day (employees of outside contracts)	n/a	n/a	0	0	0
Est # of group homes clients needing food supplies per day/week	n/a	n/a	4	0	0
Est # of snacks/beverages/supplies per day (day-program clients)	0	0	0	0	375
Is Client allowed to use a knife during meal times?	No	No	No	No	No
Mandatory emergency on-hand stock (food and non-food supplies)	96 hours	96 hours	96 hours	96 hours	96 hours

LDH NUTRITION STANDARDS	
Regular or House Diet	
Weekly Average Nutrient Goals	Weekly Average Menu Meal Guidelines
<p>Calories: 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>Fat: 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>Cholesterol: 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>Sodium: 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>Carbohydrate and Fiber: 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>Protein: 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>Discretionary Calories: 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 LDH Nutrition Standards which are aligned with the 2010 Dietary Guidelines for Americans. 9-23-2011

Attachment V

SAMPLE COMPLIANCE MONITORING TOOL

Week of...	Total Number of Clients Served	Meals Served on Time? (Y/N)	If no, how many clients affected	Ran out of Food, had to get more? (Y/N)	If yes, how many clients affected?	Was menu adhered to? (Y/N)	If no, how many clients affected?	Were snacks/beverages delivered timely? (Y/N)	If no, how many clients affected?	Total possible Points/day	Total points/day
Monday	42										
Breakfast		Yes	0	No	0	Yes	0	Yes	0		
Lunch		Yes	0	No	0	Yes	0	Yes	0		
Dinner		Yes	0	No	0	Yes	0	Yes	0		
	Total		0		0		0		0	504	504
Tuesday	42										
Breakfast		Yes	0	No	0	No	42	No	42		
Lunch		Yes	0	No	0	No	42	No	42		
Dinner		Yes	0	No	0	No	42	No	42		
	Total		0		0		126		126	504	252
Wednesday	42										
Breakfast		Yes	0	No	0	Yes	0	Yes	0		
Lunch		Yes	0	No	0	Yes	0	Yes	0		
Dinner		Yes	0	No	0	Yes	0	Yes	0		
	Total		0		0		0		0	504	504
Thursday	42										
Breakfast		Yes	0	No	0	No	42	No	42		
Lunch		Yes	0	No	0	No	42	No	42		
Dinner		Yes	0	No	0	No	42	No	42		
	Total		0		0		126		126	504	252
Friday	42										
Breakfast		Yes	0	No	0	No	42	No	42		
Lunch		Yes	0	No	0	No	42	No	42		
Dinner		Yes	0	No	0	No	42	No	42		
	Total		0		0		126		126	504	252
Saturday	42										
Breakfast		Yes	0	No	0	No	42	No	42		
Lunch		Yes	0	No	0	Yes	0	Yes	0		
Dinner		Yes	0	No	0	No	42	No	42		
	Total		0		0		84		84	504	336
Sunday	42										
Breakfast		Yes	0	No	0	No	42	No	42		
Lunch		Yes	0	No	0	No	42	No	42		
Dinner		Yes	0	No	0	No	42	No	42		
	Total		0		0		126		126	504	252
Weekly Totals:										3528	2352
Percent Compliant for the Week											66.67%

SAMPLE DISASTER MENU
(COLD OR MINIMAL ELECTRICITY ONLY)

	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5
BREAKFAST	½c Orange Juice ¾c Dry Cereal 2 Pancakes 2 tsp Margarine & 1 Syrup 1 oz Ham <i>JNA eggs</i> Salt, Pepper, Creamer, Splenda Regular Coffee 1c Milk	Caffeinated Coffee ½c Orange Juice 1c Milk ¾c Dry Cereal 1 Blueberry Muffin #12 Scrambled Eggs Salt, Pepper, Creamer, Splenda Regular Coffee 1c Milk	Caffeinated Coffee ½c Orange Juice 1c Milk ¾c Dry Cereal 2 Waffles 2 tsp Margarine & 1 Syrup 1 oz Ham <i>JNA eggs</i> Salt, Pepper, Creamer, Splenda Regular Coffee 1c Milk	Caffeinated Coffee ½c Orange Juice 1c Milk ¾c Dry Cereal 1 ea English Muffin 2 tsp Margarine & 1 Jelly 2 oz Peanut Butter Salt, Pepper, Creamer, Splenda Regular Coffee 1c Milk	Caffeinated Coffee ½c Orange Juice 1c Milk ¾c Dry Cereal 2 Pancakes 2 tsp Margarine & 1 Syrup 1 oz Ham <i>JNA eggs</i> Salt, Pepper, Creamer, Splenda Regular Coffee 1c Milk
LUNCH	1 c Chicken and Dumplings w/ <i>flour Tortillas</i> ½ c English Peas ½c Diced Tomatoes ½ c Salad w/ dressing 3 packs Saltine Crackers ½c Vanilla Pudding Iced Tea or Milk	3 oz Sliced Ham <i>JNA 3 oz Sliced Turkey</i> ½c Potato Salad ½ c Pork and Beans 3 packs Saltine Crackers ½c Pineapple Chunks <i>Mech Soft ½c Finely chopped PA or ½ c Applesauce</i> Iced Tea or Milk	1 c. Tuna Noodle Cas <i>Cheese</i> ½c English Pea ½c Diced Tomatoes 3 packs Saltine Crackers ½c Chocolate Pudding Iced Tea or Milk	3 oz Pimento Cheese Sandwich <i>JNA 3 oz Sliced Turkey</i> ½c Potato Salad 8 oz Tomato Soup ½c cnd Peaches Iced Tea or Milk	2 Tbsp. Peanut Butter and Jelly Sandwiches 1 bag Potato Chips ½c Pineapple Chunks <i>Mech Soft ½c Finely chopped PA or ½ c Applesauce</i> Iced Tea or Milk
SUPPER	1c Ravioli ½c Black eyed Peas ½c Carrots ½c Mandarin Oranges SF Beverage or Milk	2 Tbsp. Peanut Butter and Jelly Sandwiches 1 bag Potato Chips ½c 3 Bean salad ½c Fruit Cocktail SF Beverage or Milk	2 Flour Tortilla fold over w ¼c Refried Beans, 1 oz Shredded <i>Cheese</i> and Onions ½c Diced Tomatoes ½ c Corn Salad ½c Canned Pears SF Beverage or Milk	½c Tuna Salad 1 c Pasta Salad <i>Cheese</i> 3 packs Saltine Crackers ½c Beet Salad <i>Mech Soft ½ c Applesauce</i> ½c Choc/Vanilla Swirl Pudding SF Beverage or Milk	1c Ravioli ½c Pinto Beans ½c Stewed Tomatoes ½c Canned Tropical Fruit <i>Mech Soft ½ c Applesauce</i> SF Beverage or Milk
SNACK	5 ea Vanilla Wafers 8 oz Milk	3 pack Graham Crackers 8 oz Milk	½c Canned Apples 8 oz Milk	½c Vanilla Pudding 8 oz Milk	½ c Tropical Fruit 8 oz Milk

The menu should be changed to utilize all perishable foods on the first day of menu.

Use perishable foods (fruit, lettuce tomatoes, etc.) first.

Low sodium Turkey or Roast beef needed for ~ 10 low sodium diets in the place of Ham, Peanut Butter and Cheese.

MS=Mech Soft will need apple sauce or soft canned fruit soft

SAMPLE WEEKLY MENU

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
BREAKFAST	Choice of Juice	Choice of Juice	Choice of Juice	Choice of Juice	Choice of Juice	Choice of Juice	Choice of Juice
	Fried Egg	Canadian Bacon	Omelets	Scrambled Egg w/ Ham & Cheese	Sausage	Grilled Cheese Sandwich	Fried Eggs
	Biscuit	Pancakes	Hashbrown	Cheese Grits	Waffles	Dry cereal	Grits
	Grits	Diet Syrup	Biscuits	Toast	Diet Syrup		Toast
	Diet Jelly & Margarine		Diet Jelly	Margarine & Jelly			Diet Jelly & Margarine
	Skim Milk	Skim Milk	Skim Milk	Skim Milk	Skim Milk	Skim Milk	Skim Milk
	Coffee	Coffee	Coffee	Coffee	Coffee	Coffee	Coffee
LUNCH	Roast Beef	Chicken Pot Pie	Pinto beans and Sausage	Stuffed Bell Pepper	Spaghetti & Meatballs w/Marinara Sauce	Baked Catfish	Round Steak
	Mashed Potatoes w/ Gravy	Broccoli Spears	Rice	Mashed Potatoes w/ Tomato Gravy	Parmesan Cheese	French Fries	Rice and Gravy
	Black-eye Peas	Tossed Salad	Cabbage	Large Tossed Salad	Italian Vegetables	Coleslaw	Baby Carrots
	Okra & Tomatoes	Salad Dressing	Tossed Salad w/ Dressing	Salad Dressing	Tossed Salad Dressing	Ring of Onion, Pickle Spear	Broccoli Salad
	Green Salad w/ dressing	Roll	Cornbread Muffin	Smothered Yellow Squash & onions	Garlic Buttered French Bread	Ketchup and Tartar Sauce	Homemade Roll
	Cornbread Muffin	Margarine	Lime & Lemon Jello Cubes	Roll & Margarine	Lemon Swirl Pudding	Hushpuppies	Margarine
	Fruit Salad	Melon Balls		Ambrosia		Lemon Jello w/ whip topping	Chocolate Pudding w/ coconut
	Skim Milk	Skim Milk	Skim Milk	Skim Milk	Skim Milk	Skim Milk	Skim Milk
	SF Beverage	SF Beverage	SF Beverage	SF Beverage	SF Beverage	SF Beverage	SF Beverage
SUPPER	BBQ Z-rib	Baked Thighs	Steak	Chili w/ beans	Sausage, Chicken & Okra Gumbo	Cod Square w/ Cheese	Hamburger
	Hamburger Salad	Rice	Potato Casserole	Grated Cheese	Tossed Salad	Macaroni & Cheese	Hamburger Salad
	Crinkle Cut Fries	Squash Casserole	Zucchini	Corn on the cob	Salad Dressing	3 Bean Salad	Tator Tots
	Carrot raisin salad	Tossed Salad Dressing	Tomato Wedges	Green Salad	Garlic Buttered French Bread	Tossed Salad & Salad Dressing	Mayo Mustard Ketchup
	Mixed Fruit	Brown & Serve Roll	Frozen Roll	Salad Dressing	Banana Pudding	Brown & Serve Roll	Cherry Tomatoes
		Margarine	Margarine	Crackers		Margarine	Mandarin Oranges
		Pear Cheese Salad	Cherry Cake NO Icing	Peach Cobbler		Fruit Salad w/ Fresh Fruit	
	Skim Milk	Skim Milk	Skim Milk	Skim Milk	Skim Milk	Skim Milk	Skim Milk
	SF Beverage	SF Beverage	SF Beverage	SF Beverage	SF Beverage	SF Beverage	SF Beverage
SNACK	Crackers & Mozz Cheese	Peach Halves	Graham Crackers	Yogurt	Grapes	Peanut butter Cookies	Apples & Applesauce
	SF Beverage	Skim Milk	Skim Milk	SF Beverage	Skim Milk	Skim Milk	Skim Milk

SAMPLE GENERIC CONTRACT

Attachment VIII

STATE OF LOUISIANA
PARISH OF _____

File No. _____
Solicitation _____ No.

(NAME OF CONTRACT)

1. CONTRACT

Be it known, that effective upon approval by the Director of State Procurement, 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.

2. 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.)

2.1. PERFORMANCE REQUIREMENTS

2.3. PERFORMANCE MEASUREMENT/EVALUATION

2.4. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

During the term of this 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.

3. 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.

4. 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.

5. HEADINGS

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

6. 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 this Contract.

7. LATE PAYMENTS

Interest due by the State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

8. DELIVERABLES

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

9. 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.

10. TERMINATION

10.1. 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 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 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.

10.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The State may terminate this 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.

10.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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.

11. 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.

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State at Contractor's expense, at termination or expiration of this contract.

12. 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.

13. 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.

14. 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.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

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

15. 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 no later than six (6) months after the issuance of an injunction 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. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

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.

16. INSURANCE AND BONDS

16.1. 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)*. The Contractor shall maintain the insurance for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

16.2. PERFORMANCE BOND

Contractor shall provide a Performance Bond (Surety Bond) in the amount of _____ dollars (\$ _____) to insure the successful performance under the terms and conditions of this Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services 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 policyholder's 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.

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.

The Contractor shall maintain the performance bond for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

16.3. FIDELITY BOND

The Contractor shall be required to provide a Fidelity Bond in the amount of \$ _____ 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 _____ 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. The Contractor shall maintain the

performance bond for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

17. 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.

18. 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.

19. 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.

20. SUBSTITUTION OF PERSONNEL

If, during the term of this 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.

The State shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

21. 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.

22. CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. 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.

23. 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.

24. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

25. 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 from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

26. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

27. CONTRACTOR'S COOPERATION/CLOSE-OUT

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

28. COMMISSIONER'S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

29. SECURITY

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> 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.

30. 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 Contract. The State has the option, upon acceptance by the Contractor, to extend for *<extension language as specified in the RFP>*.

31. COMMENCEMENT OF WORK

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

32. E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

33. 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 Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, 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, gender identity, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. 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.

34. RECORD RETENTION

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

35. 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.

36. 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.

37. 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).

38. 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.

39. 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.

40. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this contract. 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.

41. INDEPENDENT ASSURANCES

The State of Louisiana/(Insert agency name) will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the contractor for the user agency is operating properly. The assurances provided by the contractor may be in the form of SOC reports resulting from independent SSAE 16 reviews of internal controls, quality assurance reports or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 16 review is required, the audit firm will conduct tests of the contractor's activities and render an independent opinion on the operating effectiveness of the controls and procedures.

Other forms of assurances may be required by the State Agency. The Contractor may be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV & V), or other internal project/program reviews or audits.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 16 review or audit is required of the contractor, the audit firm will submit to the State Agency and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the State Agency with an exact copy of the report within thirty (30) calendar days of completion. When required by the State Agency, such audits may be performed annually during the term of the Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to the State Agency. The cost of the SSAE 16 audit is to be borne by the Contractor and it was included in the cost proposed in response to the RFP.

42. 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.

43. 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 Baton Rouge, Louisiana on this _____ day of _____, 20____, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

By: _____

Title _____

STATE AGENCY SIGNATURE:

Phone No.: _____

Approved by:

Director of State Procurement

Date: _____

HIPAA Business Associate Addendum

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

1. The Louisiana Department of Health ("LDH") is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH, or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
 - a. The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (LDHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.
 - b. The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "health care provider", "health information", "health plan", "protected health information" ("PHI"), "subcontractor", and "use" have the same meaning as set forth in 45 C.F.R. § 160.103.
 - c. The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304.
 - d. The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract, or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including 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 LDH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees' or subcontractors' actions or omissions do not cause contractor to violate this contract and addendum.
8. Contractor shall, within three (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. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq.* At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by LDH, in which case contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of LDH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for LDH 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 LDH 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.
11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
13. 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 LDH available to the Secretary of the U. S. LDHS for purposes of determining LDH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. The parties agree that the legal relationship between LDH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and contractor.
16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of LDH, whichever occurs first, contractor shall return or destroy (at the option of LDH) 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 shall 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.

ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Vendor Payment solution (EVP) or Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing one the following three options. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Purchasing on request.

EVP method converts check payments to a Visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf> . To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at <http://www.doa.louisiana.gov/ERP/pdfs/LaGov%20AP-03%20-20EFT%20Vendor%20Enrollment%20Form.pdf> and <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.	<u>Payment Type</u>	<u>Will Accept</u>	<u>Already enrolled</u>
	LaCarte	_____	_____
	EVP	_____	_____
	EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE**1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be

subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

SAMPLE SNACK & NUTRITIONAL SUPPLEMENT LIST

SNACKS		
100 Calorie Snacks	Fig Bar	Oatmeal Pies
Applesauce	Fresh Fruit	Pop Tarts
Bread (White, Wheat, Raisin)	Fruit cup	Popcorn
Cereal	Fudge Rounds	Ravioli
Cheese	Granola Bar	Rice Krispy Treats
Gelatin	Ham, Turkey	Yogurt
Cookies (Sugar, Chocolate Chip, Vanilla Wafers, Gingerbread)	Ice Cream or Sherbet	Sandwich (peanut butter/Jelly, ham, turkey)
Crackers (Animal, Cheese, Peanut Butter, Saltine, Graham)	Pudding	coffee, juice, lemonade, milk, Gatorade

Sugar-Free and/or Low-Fat snacks may be requested

NUTRITIONAL SUPPLEMENTS

Benecalorie	Glucerna 1.0	Osmolite 1/1.6
Benefiber	Glucerna 1.5	Peptamen Prebio
Beneprotein	Glucerna Snack Bars	Peptamin 1.5 Prebio
Boost Glucose Control	Glucerna Snack Shake	Probalance
Boost	Jevity 1.0	Promote
Carnation Instant Breakfast	Jevity 1.2	Pulmocare
Ensure	Jevity 1.5	Suplena
Ensure Clear Apple	Juven	Thick/Easy Honey
Ensure Clear Berry	Juven Packet	Thick/Easy Nectar
Ensure Complete	MCT Oil	Thick-It
Ensure Enlive	Nepro	TwoCal (HN)
Ensure Plus	Novasource Renal	Unifiber
Ensure Pudding	Optimental	