

New Contract Submission
Request for Proposals or Request for Qualifications

PPRB OPSCR Rules and Regulations Sections 3-203 and 3-204

Miss. Code Ann. §§ 31-7-401 through 31-7-423

Agency: Mississippi State Hospital

Contractor: Cura Hospitality, LLC

Period of Performance: 11/1/2025 to 10/31/2030 (Includes one year renewal)

Spending Authority Requested: \$23,000,000.00 (Includes one year renewal)

Projected Contract Lifecycle and Budget

Contract Term	Start Date	End Date	Projected Budget
Initial Term	11/1/2025	10/31/2029	18,400,000.00
Renewal Year 1	11/1/2029	10/31/2030	4,600,000.00

List the initial term and all renewal periods in the Contract Term column. For example, if you are submitting a three year contract with two optional one year renewals, you would list "Initial Term"; "Renewal Year 1"; "Renewal Year 2". List the anticipated start and end date of each period and the amount the Agency anticipates it will spend in each period. If the Contract is for more than 5 years, provide the Agency's authority to enter a contract for a term longer than allowed in Section 3-502(a) and any additional information in the **Notes** section below.

Contract Number: 8200080644

If multiple contracts were awarded for the same RFP or RFQ, list them in the **Other Associated Numbers in MAGIC** section below. For each contract, you must complete pages 1, 11, 12, 13 and 16 (documents submitted in the Contract number in MAGIC only).

Solicitation RFX Number: 3120003080

Petition for Relief RFX Number (OVAR): 3180002535

Date PPRB Approved the Petition for Relief: 2/5/2025

Other Associated Numbers in MAGIC: _____

Notes (any comments or information you want to provide to OPSCR):

Petition for Relief from Competitive Bidding

Sections 3-201 and 7-103 and Miss. Code Ann. §§ 31-7-403 and 31-7-413

PPRB approved the Agency's request to use a Request for: Proposals ☒ Qualifications ☐

PPRB approved the Agency to award 1 [number] contract(s) resulting from this RFP/RFQ.

PPRB approved Cost Factors to be evaluated openly: Yes ☒ No ☐

Evaluation Factors approved in Petition:

Evaluation Factors in the RFP/RFQ:

NA - Exempt by state code	%	Technical	10	%
	%	Management	52.5	%
	%	Cost	37.5	%
	%			%
	%			%

The Evaluation factors are listed in the RFP/RFQ on page(s): Exhibit - D

*The categories of Factors (Technical, Management, Cost) and Price, as an individual factor, are required here.
No other individual factors are required.*

Content of Request for Proposals or Qualifications

Section 3-203.04, Appendix D, and Miss. Code Ann. §§ 31-7-405 and 31-7-411

List the page number in the RFP/RFQ where the following information is stated:

- 1&25-26 Instructions and information to Offerors concerning the submission requirements
- 1 the time and date set for receipt of proposals or qualifications
- 1 the address of the office to which proposals or qualifications are to be delivered
- 1 the maximum time for proposal or qualification acceptance by the State
- 1&25-26 the manner in which proposals or qualifications are to be submitted, including any forms for that purpose
- 6 a statement that discussions may be conducted with Offerors whose proposal or qualification is determined to be reasonably susceptible of being selected for the award, but that proposals may be accepted without such discussions
- 24 a statement of when and how price should be submitted
- 27 a statement of how price will be determined
- 26-27 evaluation factors and their order of importance or relative weight
- 11 a description of the purchase description or type of services required, the work involved, and the delivery schedule
- 22-23 the contract terms and conditions, including warranty, bonding, or other security requirements as applicable
- 25-26 minimum qualifications

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- 2 the expected duration of services
- 3 the type of contract to be used
- 1 the submission deadline for proposals or qualifications
- 25 a statement that proposals or qualifications shall be in writing
- 28-29 a statement that the solicitation and its amendments, the proposal or qualification, and the BAFO constitute the contract
- 6 a statement that Offerors may deem portions of their proposals Trade Secrets in accordance with Miss. Code Ann. § 25-61-9 and 79-23-1

List the page number in the RFP or RFQ where the following statement(s) regarding the minimum information the proposal or qualification shall contain is stated:

- 25-26 the Offeror's name
- 25-26 the Offeror's principal place of business
- 10 the place of contract performance
- 25-26 the age of the Offeror's business
- 25-26 the Offeror's average # of employees
- 25-26 a list of other similar contracts
- 25-26 the qualifications of staff assigned to provide services
- 25-26 a detailed plan of how services will be performed

The RFP/RFQ provides vendors notice of the Protest and Debriefing rights? Yes ☒ No ☐

List the page number in the RFP/RFQ where the following required clauses are located:

- 4 Acknowledgement of Amendments
- 7 Applicable Law
- 8 Approval
- 5 Availability of Funds
- Ex-F Certification of Independent Price Determination
- 9 Compliance with Laws
- 10 E-Payment
- 7 E-Verification
- 10 Paymode
- 1 Procurement Regulations
- Ex-F Prospective Contractor's Representation Regarding Contingent Fees
- Ex-F Representation Regarding Contingent Fees
- Ex-F Representation Regarding Gratuities
- 7-8 Stop Work Order
- 9 Trade Secrets, Commercial and Finance Information
- 8 Transparency

Public Notice

Sections 3-203.06, 3-202.07, and Miss. Code Ann. § 31-7-407
Documentation which proves compliance with all regulations is required.

Newspaper(s) Where Advertised: Rankin County News

First Ad Date: 2/12/2025 Second Ad Date: 2/19/2025

Date on Agency Website: 2/12/2025 Date on Procurement Portal**: 2/12/2025

Do the Newspaper Advertisement, Agency Website, and Procurement Portal contain:

- | | | |
|---|---|-----------------------------|
| • Response Due Date | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| • Name of Procurement Officer | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| • Telephone Number of Procurement Officer | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| • Means of Obtaining the Solicitation | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| • RFX Number | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Describe the date, manner, and content of any other method of publication used:

N/A

RFP/RFQ furnished to all MAGIC vendors in the product category code: Yes ☒ No ☐

RFP/RFQ furnished directly to the following potential Offerors (at least 3)*:

* *The State of Mississippi may not be included as one of the three required potential Offerors.*

Cura Hospitality, LLC

Aramark

Healthcare Services Group

Sodexo

Date set for Receipt of Proposals or Qualifications: 3/21/2025

If that date is not at least 30 days following the first newspaper advertisement, a written determination by the Chief Procurement Officer is required. The determination should explain that a shorter advertising time was needed and how and why the shorter time was reasonable under the circumstances. The written determination should be uploaded in the Solicitation RFX in MAGIC.

** Throughout this document, any reference to the Procurement Portal refers to the Buying and Selling to Government in Mississippi website: https://www.ms.gov/dfa/contract_bid_search/Home/Sell. Use MAGIC to post your Solicitation, Amendments, and Notice of Intent to Award to this website. If you need assistance with posting to the Procurement Portal, contact the MMRS helpdesk at mash@dfa.ms.gov.

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Amendments to the RFP/RFQ

Sections 3-202.08 and 3-203.09

*Documentation which proves compliance with all regulations is required.
Provide as many copies of this form as necessary to report all Amendments*

☐ There were no Amendments to the RFP/RFQ.

Amendment #: 1

Date Posted to the Agency Website: 3/12/2025

Date Posted to the Procurement Portal: 3/12/2025

Date Sent to all Prospective Offerors: 3/12/2025

Signed Acknowledgment of Amendment Received from all Offerors? Yes ☒ No ☐

Amendment #: _____

Date Posted to the Agency Website: _____

Date Posted to the Procurement Portal: _____

Date Sent to all Prospective Offerors: _____

Signed Acknowledgment of Amendment Received from all Offerors? Yes ☐ No ☐

Amendment #: _____

Date Posted to the Agency Website: _____

Date Posted to the Procurement Portal: _____

Date Sent to all Prospective Offerors: _____

Signed Acknowledgment of Amendment Received from all Offerors? Yes ☐ No ☐

If the submission deadline for proposals or qualifications is less than 14 days following the posting of any amendment to the RFP or RFQ, provide a brief memorandum explaining your compliance with the requirement in Section 3-202.08.3 that Amendments be posted within a reasonable time to allow Offerors to consider them in preparing their proposals or qualifications.

Pre-Submission Requirements

Sections 3-202.06.4.1, 3-202.07, 3-203.08 and Miss. Code Ann. § 31-7-409

Letters of Intent Required? Yes ☐ No ☒

How were Potential Offerors notified of this requirement? _____

Deadline to submit Letters of Intent: _____

Must be at least 7 business days after the last notice appears in the newspaper.

Letters of Intent received from the following Offerors:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Pre-Proposal/Qualification Conference Held? Yes ☐ No ☒

How were Potential Offerors notified of this requirement? _____

Date of Conference: _____

Must be at least 14 days after RFP/RFQ was issued.

Location of Conference: _____

Amendment #: _____

The RFP/RFQ Amendment resulting from the conference must include public access to a full recording or a complete transcript of the conference and any Questions and Answers resulting from the conference.

Representatives from the following Offerors attended:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Questions Due: _____ ☐ No Questions Submitted

Answers Posted: _____ Amendment #: _____

Receipt and Evaluation of Proposals/Qualifications

Sections 3-203.09, 3-203.10, 3-203.11, 3-203.12, 3-204
Miss. Code Ann. §§ 31-7-415, 31-7-417, 31-7-419, and 31-7-421

Proposals/Qualifications received from the following Offerors:

Cura Hospitality, LLC

Healthcare Services Group

- Proposals/Qualifications were received after the submission deadline: Yes ☐ No ☒
- Proposals/Qualifications were received in a manner that was not compliant with the RFP/RFQ submission requirements: Yes ☐ No ☒

If yes to either of the above questions, provide details of the issue and Agency response:

List and explain any pre-opening modification or withdrawal of proposals/qualifications:

Date proposals/qualifications opened by the Agency: 3/21/2025

The solicitation expires one year from the date of opening the proposals or qualifications.

All Offerors were deemed Responsive: Yes ☒ No ☐

List Offerors deemed non-responsive and explanation for that determination:

Date Non-Responsive Offerors Notified: _____

All Offerors deemed Responsible: Yes ☐ No ☐

List Offerors deemed non-responsive and explanation for that determination:

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Date Non-Responsible Offerors Notified: _____

Evaluation Committee Members (including advisors):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

One or more committee members is not employed by the State? Yes ☐ No ☒
The resume of any such member(s) must be posted with the Evaluation Committee Report.

Did all members sign a Conflict of Interest Certification? Yes ☒ No ☐
The Conflict of Interest Certifications must be signed after the proposals/qualifications are received but before evaluation begins. Certifications cannot be signed prior to the submission deadline because members of the Evaluation Committee must be able to truthfully certify they have no conflict of interest with any of the Offerors.

Evaluation Schedule:

State the date and time the evaluation of each category of factors began and end. All blind scoring should be completed prior to the Evaluation Committee receiving any non-blind sections of proposals/qualifications.

The Evaluation Committee used: Consensus Scoring ☐ Individual Scoring ☒

Technical (Blind): Start: 3/24/2025 Complete: 3/31/2025

Management (Open): Start: 3/24/2025 Complete: 3/31/2025

Cost (Blind ☐ Open ☒): Start: 3/24/2025 Complete: 3/31/2025

- Cost Points Awarded by Evaluation Committee: Yes ☒ No ☐
Prior PPRB approval is required to score Cost factors openly. Where Price is the only Cost factor, the Agency may choose to assign Cost points without providing Cost factors to the Evaluation Committee.

Other (Blind ☐ Open ☐): Start: _____ Complete: _____

- Describe Factors: _____

Other (Blind ☐ Open ☐): Start: _____ Complete: _____

- Describe Factors: _____

Lowest Priced Proposal/Qualification: Cura Hospitality, LLC

This proposal/qualification must receive 100% of the points for Price.

Were Price points assigned to the other Offerors using the following formula? Yes ☒ No ☐

$(X / Y) \times \text{Total Price Points} = Z$
X= Lowest Price
Y= Offeror's Price
Z= Points Assigned to Offeror

If not, please describe how Price points were awarded objectively:

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Best and Final Offers (BAFO) Requested: Yes ☐ No ☒

BAFOs were requested from the following Offerors:

Their response was:

_____	_____
_____	_____
_____	_____
_____	_____

How did the Agency determine the vendors from which it would request a BAFO:

Provide any additional information about the BAFO process and results:

Were discussions held with Individual Offerors? Yes ☐ No ☐

Detail all discussions held pursuant to Section 3-204.01:

Were there any Mistakes in the Proposals or Qualifications submitted? Yes ☐ No ☐

Detail all such Mistakes and the action taken in compliance with Section 3-204.03:

Notice of Intent to Award and Evaluation Committee Report

Sections 3-204.04 and 3-204.05; Miss. Code Ann. §§ 31-7-415 and 31-7-423

Documentation which proves compliance with all regulations is required.

Successful Offeror(s): Cura Hospitality, LLC

Notice of Intent to Award and Evaluation Committee Report

- Date Posted to Agency Website: 3/31/2025
- Date posted to the Procurement Portal: 3/31/2025
- Date sent to all Offerors (48 Hours after Posting): 3/31/2025(See September 24 Rules)

Offerors Notified of their Debriefing and Protest Rights: Yes ☒ No ☐

Contract awarded to the lowest priced Offeror? Yes ☒ No ☐

Debriefings

Sections 7-113

Provide as many copies of this form as necessary to report all Debriefings

Deadline to Request Debriefing: 4/7/2025 Number Requested: 0

Debriefed Vendor: _____ Date of Debriefing: _____

Debriefed Vendor: _____ Date of Debriefing: _____

Debriefed Vendor: _____ Date of Debriefing: _____

Protests

Sections 7-112

Provide as many copies of this form as necessary to report all Protests

Deadline to File a Protest: NA (New Rules Apply) Number Filed: _____

Protesting Vendor: _____ Protest to: Agency ☐ PPRB ☐

Date Filed: _____ Date of Agency Decision: _____

Date Appealed: _____ Date of PPRB Order: _____

The Protest was resolved in favor of the: Agency ☐ Vendor ☐ Mutual Agreement ☐

Protesting Vendor: _____ Protest to: Agency ☐ PPRB ☐

Date Filed: _____ Date of Agency Decision: _____

Date Appealed: _____ Date of PPRB Order: _____

The Protest was resolved in favor of the: Agency ☐ Vendor ☐ Mutual Agreement ☐

Protesting Vendor: _____ Protest to: Agency ☐ PPRB ☐

Date Filed: _____ Date of Agency Decision: _____

Date Appealed: _____ Date of PPRB Order: _____

The Protest was resolved in favor of the: Agency ☐ Vendor ☐ Mutual Agreement ☐

Contract

Sections 3-102.07, 3-501, 3-502, and Appendix C

Provide the contract page number for the following contract requirements:

- A the service to be performed
- 1 when the service is to be performed
- A how frequently the service is to be performed
- A where the service is to be performed
- A how much the service will cost
- A why the service is necessary

The Contract is for a Definite Quantity ☐ Indefinite Quantity ☒

Describe the Contract Pricing Structure:

Explain any discrepancies between the Pricing Structure in the RFP/RFQ and Contract:

Is a Price Adjustment allowed? Yes ☒ No ☐ If so, please explain.

If yes, the Price Adjustment clause and an explanation of the Price Adjustment must be included in the contract.

See Attachment - A section 3

Multi-Term Contracts

- The original contract term spans more than one State Fiscal Year? Yes ☒ No ☐
- The contract contains renewal periods that, if exercised, would cause the contract to span more than one State Fiscal Year? Yes ☒ No ☐
- If yes to either of the above, did the RFP/RFQ state or indicate that the awarded contract would span more than one State Fiscal Year? Yes ☒ No ☐

If you responded Yes to any of the above, list the page number where the contract states:

- A the amount of services required for the proposed contract period
- A a unit price provided for each service
- A the unit price shall remain the same throughout the contract
- 2 Availability of Funds clause
- A how the multi-term contract award will be determined

Is the scope of work in the contract consistent with the RFP/RFQ? Yes ☒ No ☐

Explain any differences between the RFP/RFQ scope and the contract scope:

NA

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Contract Term (Period of Performance) including renewals, as stated in the:

RFP/RFQ: 11/1/2025 - 10/31/2030

Contract: 11/1/2025-10/31/2030

Explain any deviation between the RFP/RFQ and Contract:

NA

List the page number in the Contract where the following required clauses are located:

- 2 Applicable Law
- 5 Approval
- 2 Availability of Funds
- 3 Compliance with Laws
- 4 E-Payment
- 4 E-Verification
- 5 Paymode
- 2 Procurement Regulations
- 5 Stop Work Order
- 4 Termination for Convenience
- 4 Termination for Default
- 4 Termination upon Bankruptcy
- 2 Representation Regarding Contingent Fees
- 2 Representation Regarding Gratuities
- 6 Trade Secrets, Commercial and Finance Information
- 3 Transparency

Agencies are encouraged to review the optional clauses in Appendix D of the PPRB OPSCR Rules and Regulations to determine if including any such clauses in their contract would be in the Agency's best interest.

Contract Approval

Sections 3-102.08, 7-105, 7-107, and 7-114

Date Submitted to OPSCR: 5/7/2025

Requested PPRB Meeting Date: 6/4/2025

Contract Effective Date*: 11/1/2025

*The Contract Effective Date cannot be prior to the PPRB Meeting Date.

The contract requires regulatory board approval (other than PPRB): Yes ☐ No ☒

Board: _____

Expected Board Meeting Date: NA

A copy of the Minutes showing the Regulatory Board approved the contract is required before final approval.

Will the Contractor use State Property? Yes ☒ No ☐

If so, submit letter to the Bond Commission as required by Section 7-114.

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Contractor is qualified to do business in the State per Miss. Code §79-4-15.01? Yes ☒ No ☐
Documentation that the vendor is registered and in good standing with the Mississippi Secretary of State's Office as of the date you submit the contract to OPSCR is required.

Insurance Requirements in RFP/RFQ (type of insurance and amount):

General Liability \$ 2,000,000.00
Workers Compensation \$ Statutory Minimum
\$
\$
\$

Is the State or Agency required to be an Additional Insured? Yes ☐ No ☒

RFP/RFQ page and clause with insurance requirements: 22-23

Contract page and clause with insurance requirements: A

The insurance requirements in the RFP/RFQ must be contained in the contract.

A current Certificate of Insurance reflecting the required coverage must be submitted to OPSCR.

What is the funding source for this contract?

100 % State General Funds
____ % Federal Funds
____ % Grant Funds (describe): _____
____ % Other (describe): _____

Are these services currently being provided to the Agency? Yes ☒ No ☐

If yes, who is currently providing the services?

Cura Hospitality, LLC

Agency Representative for PPRB Meeting: Sandy Jordan

The Agency Representative will attend: In Person ☒ Remote ☐

**The option to attend remotely is not available to Agencies located in Hinds, Rankin, or Madison counties.*

Confidential Data

Section 3-202.11.3, 3-203.12.1 and Miss. Code Ann. §§25-61-9 and 79-23-1

Offerors who submitted written requests for nondisclosure of trade secrets/proprietary data:
NA

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Offerors who requested protective orders in Chancery Court and Docket Number:
NA


Responsible Agency Official: Sandy Jordan

Title: Warehouse Associate Team Lead

Telephone Number: 601-351-8057

Email Address: Sandy.Jordan@msh.ms.gov

By signing below, I certify that all information provided herein and/or uploaded to MAGIC is true, correct, and complete to the best of my knowledge.

Signature:  Date: 4/25/2025

OPSCR USE ONLY

Primary Analyst: _____ Signature: _____

Secondary Analyst: _____ Signature: _____

NOTES:

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Check if Uploaded	Documents to Upload in MAGIC <i>(preferably as individual PDFs labelled as indicated below)</i>	Location in MAGIC	Publicly Available
✓	Petition for Relief	OVAR RFx	-
✓	Proof of Public Notice <ul style="list-style-type: none"> • Newspaper Advertisement Affidavit • Solicitation Posting on Procurement Portal (with date) • Solicitation Posting on Agency Website (with date) • Solicitation sent directly to any potential Offerors • Any other method(s) of publication 	Solicitation RFx	-
✓	Full Solicitation (RFP or RFQ)	Solicitation RFx	Yes
✓	All Solicitation Amendments	Solicitation RFx	Yes
	Proof of Distribution of All Amendments: <ul style="list-style-type: none"> • Amendment Posting on Procurement Portal (with date) • Amendment Posting on Agency Website (with date) • Amendment sent directly to potential Offerors 	Solicitation RFx	-
	All Letters of Intent (if applicable)	Solicitation RFx	-
	Attendance Record of Pre-Submission Conference (if applicable)	Solicitation RFx	-
✓	Receipt of Proposals <i>Showing the date and time each proposal or qualification was received.</i>	Solicitation RFx	-
✓	Register of Proposals <i>Showing the assigned identifier for each proposal/qualification received.</i>	Solicitation RFx	-
✓	Acknowledgement of All Amendments (All Offerors)	Solicitation RFx	-
✓	Complete copy of every Proposal/Qualification submitted	Solicitation RFx	-
✓	Technical exactly as given to the Evaluation Committee	Solicitation RFx	-
✓	Cost exactly as given to the Evaluation Committee	Solicitation RFx	-
	Any other sections of the Proposals/Qualifications required to be evaluated without identifying information exactly as given to the Evaluation Committee	Solicitation RFx	-
✓	Evaluator Conflict of Interest Certifications	Solicitation RFx	-
	Evaluation Documents (any which are applicable): <ul style="list-style-type: none"> • Determination of Responsive and/or Responsible • Individual and/or Consensus Scoring Documents • Final Evaluation Tabulation 	Solicitation RFx	-
✓	All Communication with Offerors / Potential Offerors	Solicitation RFx	-
✓	Notice of Intent to Award	Solicitation RFx	Yes
✓	Evaluation Report	Solicitation RFx	Yes

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Check if Uploaded	Documents to Upload in MAGIC (preferably as individual PDFs labelled as indicated below)	Location in MAGIC	Publicly Available
✓	Notice of Intent to Award and the Evaluation Report <ul style="list-style-type: none"> • Proof sent to all Offerors (and dates) • Posting on Procurement Portal (and date) • Posting on Agency Website (and date) 	Solicitation RFx	-
	Debriefing <ul style="list-style-type: none"> • All Debriefing Requests • A Summary of each Debriefing Conducted • Debriefing Memorandum to PPRB 	Solicitation RFx	-
	Protest <ul style="list-style-type: none"> • All Protests Filed with Agency • The Agency Resolution to any Protests • All Protests Filed with or Appealed to PPRB • PPRB's Order or Resolution to the Protest • Protest Memorandum to PPRB 	Solicitation RFx	-
	Public Records <ul style="list-style-type: none"> • All Public Records Requests related to the Procurement • List of documents produced in response to the request • Motions for protective orders/other relevant court filings 	Solicitation RFx	-
✓	Any Documentation Relevant to the Procurement Process	Solicitation RFx	-
✓	Unexecuted Contract	Contract	-
✓	All Contract Attachments, Appendices, or Exhibits	Contract	-
✓	Complete Submission Checklist (this document)	Contract	-
✓	Contractor's Current Registration with the Secretary of State	Contract	-
✓	Current Certificates of Insurance or Performance Bond, if required	Contract	-
	Proof of Regulatory Board Approval (if applicable)	Contract	-

Following approval by the PPRB, the following documents are required to be made publicly available on www.transparency.mississippi.gov. It is the sole responsibility of the Agency to ensure compliance with Sections 3-202.16, 3-204.05, and 7-116 of the PPRB OPSCR Rules and Regulations, the Mississippi Public Records Act of 1983 (Miss. Code Ann. § 25-61-1 *et seq.*), Miss. Code Ann. § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008 (Miss. Code Ann. § 27-104-151 *et seq.*).

- The fully executed contract;
- All contract attachments, appendices, or exhibits; and
- The Public Notice of Contract Award.

Sandy Jordan

From: Sandy Jordan
Sent: Tuesday, April 22, 2025 2:40 PM
To: gilda.Reyes@dfa.ms.gov
Subject: NOTICE OF VENDOR USE OF PUBLIC BUILDING SPACE
Attachments: Notice of Vendor Use of Public Building Space.pdf

Hello,

I am forwarding the attached notice in compliance with Office of Personal Services Contract Review regulations. Please confirm receipt.

Thank you,
Sandy Jordan
Central Medical Supply Manager
Mississippi State Hospital
3550 Highway 468 West
Whitfield, MS 39193
601-351-8057



MISSISSIPPI STATE HOSPITAL

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

(601) 351-8000

WWW.MSH.STATE.MS.US

JAMES G. CHASTAIN, DIRECTOR

April 22, 2025

Mississippi Department of Finance and Administration
Bond Advisory Division
Mrs. Gilda Reyes/Director
P. O. Box 267
Jackson, MS 39205

Dear Mrs. Reyes:

I am hereby providing notification of Mississippi State Hospital's intent to enter into a contract for food service management services which will require that our contractor, Cura Hospitality, be provided use of building space at our hospital. Cura Hospitality will be provided work space of approximately 20,295 square feet in our building 56, which has total assignable space of 39,429 square feet. The contract and therefore the vendor's use of the space is projected to be from November 1, 2025 to October 31, 2030.

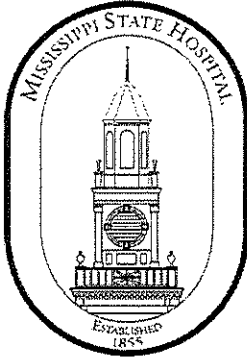
Sincerely Yours,

Sandy Jordan

Central Medical Supply Manager

A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS



AGREEMENT BETWEEN MISSISSIPPI STATE HOSPITAL of

Whitfield Mississippi (MSH) and Cura Hospitality, LLC

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

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

1. INDEPENDENT CONTRACTOR

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

2. SCOPE OF WORK

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

3. PERIOD OF AGREEMENT

Performance of the services will begin on or about 11/1/2025 and will end on or about 10/31/2029. The contract may be renewed for one additional year based on the needs of the hospital, availability of funds, approval of the Mississippi Board of

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

4. COMPENSATION

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

-A. The total contract amount will not exceed \$ 18,400,000.00.

5. RESERVATION OF RIGHT

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

6. APPLICABLE LAW

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

7. AVAILABILITY OF FUNDS

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

8. REPRESENTATION REGARDING CONTINGENT FEES

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

9. REPRESENTATION REGARDING GRATUITIES

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

10. PROCUREMENT REGULATIONS

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

11. REQUIRED PUBLIC RECORDS AND TRANSPARENCY

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the Hospital and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

12. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY

Contractor understands that the Hospital is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

13. COMPLIANCE WITH LAWS

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

14. HIPAA

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

15. PROPERTY RIGHTS

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

16. TERMINATION

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

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

17. TERMINATION UPON BANKRUPTCY

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

18. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

19. E-VERIFICATION

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

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

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

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

(3) both.

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

20. ANTI-ASSIGNMENT/SUBCONTRACTING

The Independent Contractor acknowledges that it was selected by the Hospital to perform the services required hereunder based, in part, upon the Independent Contractor's special skills and expertise. The Independent Contractor shall not assign, subcontract, or otherwise transfer this agreement in whole or in part without the prior written consent of the Hospital, which the Hospital may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the Hospital of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the Hospital in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Hospital may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

21. STOP WORK ORDER

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

22. PAYMODE

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

23. APPROVAL

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

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

24. AUTHORITY TO CONTRACT

Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (4) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

25. CHANGE IN SCOPE OF WORK

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

26. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

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

27. CONFIDENTIALITY

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

28. CONTRACTOR PERSONNEL

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

29. EXCLUSION OR DEBARMENT

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

30. DISCLOSURE OF CONFIDENTIAL INFORMATION REQUIRED BY LAW

In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1, et seq.

31. EXCEPTIONS TO CONFIDENTIAL INFORMATION

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

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

32. FAILURE TO DELIVER

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

33. FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER

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

34. FORCE MAJEURE

Each party shall be temporarily excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The Hospital may exercise any rights it has under the contract which are available when neither party is in default.

35. INDEMNIFICATION

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

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

36. INDEPENDENT CONTRACTOR STATUS

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

construed by the Hospital, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the Hospital and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Hospital or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the Hospital and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Hospital. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Hospital, and the Hospital shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

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

37. MODIFICATION OR RENEGOTIATION REQUIRED BY CHANGE IN LAW

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

38. NO LIMITATION OF LIABILITY

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

39. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the Hospital, agreed to by Contractor, and approved by the Public Procurement Review Board, if required.

40. RECOVERY OF MONEY

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

41. STATE PROPERTY

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

42. THIRD PARTY ACTION NOTIFICATION

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

43. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by Independent Contractor is considered by the Hospital to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Independent Contractor shall, on being notified by the Hospital, immediately correct such deficient service or work. In the event Independent Contractor fails, after notice, to correct the deficient service or work immediately, the Hospital shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Independent Contractor.

44. NOTICES

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

For Independent Contractor: Name: Patricia Spellman Title: President

Address: 300 S. Tyron St., Ste. 400 Charlotte, NC 28272

For the Hospital: Name: James Chastain Title: Hospital Director

Address: Post Office Box 157-A, Whitfield, Mississippi
3550 Highway 468 West, Whitfield, Mississippi

45. INTEGRATED AGREEMENT/MERGER

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

preparation hereof.

James G. Chastain
Director
Mississippi State Hospital

Date

Independent Contractor

Date

ATTACHMENT – A

SERVICE TASKS, SCOPE, INTERGRATION & COMPENSATION

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

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

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

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

Food is prepared in the MSH Central kitchen/dining facility located in building 56 on the MSH main campus. Patient meals are served via walk in service for those patients able to come to the dining facility, using bulk container delivery to some patient buildings, and also using properly insulated compartment meal trays for special diets and buildings not set up for bulk food service. Patients receive snacks each day. Nourishments are ordered by MSH staff and delivered to patient buildings along with medication/treatment products. Supplements are delivered to patient buildings weekly based on doctor's orders submitted on diet lists. The central kitchen/dining facility is 24,353 square feet.

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

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

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

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

FOOD SERVICE SCHEDULE

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

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

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

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

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

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

- 1.1 The successful vendor will adhere to all regulations and standards that govern MSH.
 - 1.1.1 The Joint Commission
 - 1.1.2 MDH, Division of Licensure and Certification
 - Nursing Home Regulations
 - Minimum Standards of Operations for Hospitals
 - Minimum Standards of Operation for Psychiatric Hospitals
 - Minimum Standards of Operation for Psychiatric Residential Treatment Facilities
 - 1.1.3 CMS Standards
 - 1.1.4 MSH Policies and Procedures
 - 1.1.5 MDMH Policies and Procedures
- 1.2 When planning and preparing menus successful vendor will adhere to the MSH Food and Nutrition Services Manual and Policies and Procedures of MSH. Copies are available from the RFP coordinator.
- 1.3 Nourishments and Medication/Treatment Products
 - 1.3.1 Food and drink items will be requisitioned by MSH Building CUO for feeding to patients between meals. Procedures to be agreed upon by Offeror and MSH.
 - 1.3.2 MSH reserves the right to make additions and deletions to the nourishment list. Items to be available include but are not limited to:

<ul style="list-style-type: none"> • Coffee and decaf. Coffee • Tea • Fruit Juices in cartons • Fruit juices thickened • Soups • Cheese • Crackers • Cookies • Peanut Butter 	<ul style="list-style-type: none"> • Vanilla Wafers • Cereals, dry and instant hot * Juices in cartons w/fiber • Water thickened • Whole grain crackers • Lunch Meat, meat spreads • Animal crackers • Graham crackers • Popcorn – Low fat
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- | | |
|---------------|----------------|
| • Fresh Fruit | • Granola Bars |
| • Bread | • Pretzels |
| • Baked Chips | • Yogurt |
| • Water | • Pudding |
| • Prunes | * Chips |
| • Gatorade | * Jello |

* Ice Cream & Sherbets in single serve containers

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

- 1.3.3 The successful vendor will adhere to the MSH Food and Nutrition Services Manual and Policies and Procedures of MSH, on file with RFP coordinator.
- 1.3.4 The vendor's dieticians will develop a snack suggestion list appropriate for diets of patients in each building. Vendor will consult with building staff on appropriate snacks.
- 1.3.5 Nourishments will be delivered at least once per week based on requisitions submitted by each building.
- 1.3.6 The successful vendor will maintain a set inventory level of nourishment items and will notify buildings when orders cannot be filled as requisitioned.
- 1.3.7 Offeror shall submit a price list for nourishments which contains firm and fixed pricing. Successful vendor will be allowed to increase pricing annually based on the percentage of change in the Consumer Price Index for all Urban Consumers as published by the Bureau of Labor Statistics, or 3%, whichever is lesser.
- 1.3.8 Offeror shall provide special diet snacks which shall be prepared, labeled and delivered for diabetic, 6 meal and any other prescribed special diet that requires more than 3 meals.

1.4 Condiments

- 1.4.1 Condiments to complete each meal will be included in the price of a meal.
- 1.4.2 All condiments will be available to order with the Nourishment order to complete each meal. (No charge to the building)
- 1.4.3 Items to be available for condiments include but are not limited to:
- | | |
|---|----------------|
| Sugar, artificial sweetener | Coffee Creamer |
| Mayonnaise, mustard, Ketchup | Salt |
| Pepper | MS Dash salt |
| Salad Dressings (Reg and Low Fat/Calorie) | |

Jelly	Sugar Free Jelly
Syrup	Sugar Free Syrup
Margarine	

1.5 Supplements

- 1.5.1 The offeror shall establish a formulary of commercial dietary supplements, with input from MSH staff as required.
- 1.5.2 Supplements will be delivered to each patient building a minimum of once per week based on the doctor's orders submitted on the diet lists.
- 1.5.3 Supplements will be purchased by MSH through the group purchasing contract as authorized by MSH. Successful Offeror will provide distribution of supplements and will offer a fixed firm price for this service.
- 1.5.4 Tube feeding formula in the ready to hang form will be available.

1.6 Programmatic/Recreational Meals

- 1.6.1 Offeror shall provide meals for programmatic or patient/resident activities based on a selection of set menus provided by offeror. Examples include picnics, sack lunches, and cookouts.
- 1.6.2 Programmatic/Recreational meals shall replace a meal on the seasonal cycle menu.
- 1.6.3 Offeror shall provide special theme meals for all patients/residents each month. Schedules will be coordinated with the MSH Rehabilitation/Recreation Department.
- 1.6.4 Offeror shall provide birthday cake and ice cream for each patient/resident building once per month. This will be coordinated with the MSH Recreation Department.
- 1.6.5 The Offeror shall establish and publish a reasonable "cut-off" time for final changes before special events other than birthdays and theme meals.
- 1.6.6 Programmatic/Recreational meals shall be included in the fixed firm price for regular meals.

1.7 Employee Dining

- 1.7.1 Offeror shall offer meal service in the designated cafeteria for employees for breakfast and/or lunch Monday through Friday except on statutory holidays and as declared by the Governor of Mississippi as applicable for each facility.
- 1.7.2 Offeror shall provide fixed firm pricing for employee meals and an explanation of service options.

1.8 Food Production – Ordering, Receiving, Storing, Distribution

- 1.8.1 Offeror shall adhere to MSH Food and Nutrition Services Manual or Policies and Procedures as applicable, on file with the RFP coordinator.
- 1.8.2 The Offeror shall keep a sample of each food served to patients for seventy two (72) hours after the final serving.
- 1.8.3 The following specifications establish minimum qualities acceptable to MSH in the procurement of raw foods by the successful offeror. Offerors must furnish, with the proposal, a complete list of the grades and qualities of raw food to be used.
- Canned Fruits: USDA Grade A or Fancy
 - Dairy Products: USDA Grade A
 - Eggs: USDA Grade A Large Whole Fresh Eggs (Fresh, frozen pure whole eggs). The only additives acceptable are milk, salt and citric acid to maintain and preserve quality preparation, with citric acid added to preserve color. Salmonella negative as determined by USDA method of analysis. Product shall be fresh, frozen, pasteurized and homogenized.
 - Frozen Fruits and Frozen Juices: USDA Grade A
 - Frozen Vegetables: USDA Grade A
 - Canned Vegetables: USDA Grade A or Fancy
 - Fresh Produce/Fruits: US or No. 1, USDA Grade A
 - Spices and Seasonings: Shall be prepared in accordance with best commercial practices, under strict sanitary conditions from clean, sound, true products and made from which no portion of any volatile or other flavoring principle has been removed, and shall be free from artificial coloring, adulterants and impurities.
 - Meat and Poultry: All meat to be US Domestic, beef for dry roasting – USDA Good, Ground Beef – made from 80/20 USDA choice beef not to exceed 30% trimmable fat. Pure beef only, no extenders accepted. Added fat must be 50/50 trim minimum. Prepared beef thoroughly blended prior to grinding. Initial grinding through a plate having 1/8 inch holes in diameter. Shall contain no organ meats. Ground beef packed immediately upon conclusion of grinding and quick frozen. USDA inspected and stamped.
 - USDA Foods donated by the US Department of Agriculture shall be used in accordance with standard menu practices based upon availability.
 - No Texturized Vegetable Protein or Monosodium Glutamate additives without explicit permission from the MSH.

1.9 Catering

- 1.9.1 Offeror will be notified by MSH at least two weeks prior to the event to be catered.
- 1.9.2 Offeror will charge MSH at cost for food, supplies, and labor used for catering.
- 1.9.3 Offeror shall bill charges, for catering events, on separate invoices referencing event and approved MSH purchase order number.
- 1.9.4 Offeror shall have the right to establish a maximum number of catering events to be handled at one time.
- 1.9.5 Offeror shall establish menus and firm fixed pricing for MSH to choose from for catered events.

1.10 Nutritional Care of Patients/Residents

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

1.11 QM/PI Requirements

- 1.11.1 Offeror shall adhere to MSH Food and Nutrition Services Manual or Policies and Procedures, available from the RFP coordinator.
- 1.11.2 Offeror shall share benchmarking data from other vendor clients with MSH.
- 1.11.3 Performance standards as approved by Offeror and MSH will be measured twice yearly through an unannounced Environment of Care inspection, conducted by a team assigned by MSH to include but not limited to (Risk Management, Infection Control, Physical Plant Services and a Dietary Representative).
 - Compliance with sanitation, safety and acceptable levels of service shall be monitored.
 - If compliance is deficient, MSH will notify the vendor and penalties will be assessed if applicable.
- 1.11.4 When compliance rates fall below the expected standard, the Offeror must submit written corrective action plan to MSH within ten (10) calendar days of notification of the deficiency.
- 1.11.5 The corrective action plan must include:
 - How to correct the deficiency for patients affected.
 - How to identify those patients potentially affected by the same deficiency.

- How to prevent the deficiency from recurring.
- How the Offeror will monitor and ensure compliance with the corrective action plan and prevent the same deficiency from recurring.

1.11.6 Offeror shall participate in developing and implementing the plan of correction for survey deficiencies.

1.11.7 MSH, regulatory agencies and other organization personnel will at times have ready access to the premises to inspect and ensure that property furnished is being maintained, used properly, and accounted for.

1.11.8 Offeror shall maintain an emergency preparedness plan which covers minimally inclement weather such as hurricanes, tornados, and winter weather. The plan shall also address civil restriction from property (i.e: facility disturbances).

1.12 Penalties

1.12.1 At any time that the successful Offeror and the designated MSH Officer agree that performance standards are not being met, a penalty will be assessed.

1.12.2 The penalty will be 1-1/2% of weekly billings until performance standards are met, with a minimum penalty of 1-1/2% of billing for the week immediately following discovery of noncompliance by MSH staff.

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

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

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

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

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

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

1.13 Sanitation and Safety

1.13.1 Offeror shall adhere to the MSH Food and Nutrition Manual or Policies and Procedures, available from the RFP coordinator.

1.13.2 Offeror shall be responsible for safety and sanitation in the following areas:

- Physical plant of main kitchen, restrooms, and cafeterias including food service equipment. Offeror shall also be responsible for floor care to include disinfection/cleaning and waxing.
- Food supply and storage, handling during preparation, transportation and service in patient and employee cafeterias.
- Personal hygiene of food service employees.

1.14 Personnel

1.14.1 Offeror shall adhere to MSH Food and Nutrition Services Manual or Policies and Procedures, available from the RFP coordinator.

1.14.2 MSH shall reserve the right of final interview and approval for all management personnel. If at any time a vacancy occurs in the senior management team, the vacancy must be filled within thirty (30) days or penalties will be assessed as in 6.12.

1.14.3 Offeror shall furnish sufficient site qualified personnel to ensure that the food service program is operated according to quality food service standards and personal conduct standards acceptable to MSH.

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

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

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

1.14.7 In addition to on-site personnel, sufficient personnel must be employed by the Offeror's company to keep the food service operation current on new food products, menu ideas, appropriate research, and new food production equipment and methods.

1.14.8 Consultation with Offeror supervisory and technical staff may be requested and utilized by MSH Administration for proper functioning of the food service program.

1.14.9 The Offeror must have access to a pool of qualified replacement personnel to ensure continuity of service in the event of strike, resignation, dismissal, or illness of on-site personnel.

1.14.10 The expense of temporary employees will be borne entirely by the Offeror and these employees shall pass all security background checks and substance abuse testing prior to employment on State Property.

- 1.14.11 The Offeror agrees not to hire any MSH employees without the express verbal consent of the MSH Director or his designate during the contract period.
- 1.14.12 Should labor problems arise to the extent that legal advice and assistance are necessary, such expenses as are associated with acquiring such advice and assistance shall be borne exclusively by the Offeror.
- 1.14.13 The Offeror shall provide an on-site dietician in designated food service areas for each meal serving, during the course of a MDH licensure survey.
- 1.14.14 The Offeror shall provide information on the turnover rate for service staff and management staff.
- 1.15 Billing
- 1.15.1 Only those meals actually served shall be billed.
- 1.15.2 Pass meals for patients on pass greater than 24 hours will not be billed.
- 1.15.3 Offeror shall submit a weekly invoice to MSH within three (3) days after the end of each week.
- 1.15.4 Offeror shall submit a final invoice for the MSH Fiscal year by August 10th each year.
- 1.15.5 Each invoice shall show a breakdown by building of charges and an overall summary by MSH divisions.
- 1.15.6 Offeror shall maintain documentation to support invoice amounts.
- 1.16 Financial Records/Monthly Reports (Deliverables)
- 1.16.1 Offeror shall utilize generally accepting accounting principles and practices in the maintenance of financial records for the food service operation.
- 1.16.2 Offeror shall permit MSH or State of Mississippi Authorities to:
- Audit its accounts
 - Verify all reports, records and data
 - Obtain other desired information by direct reference to ledgers, correspondence, memoranda, and any other records pertinent to food service operation.
- 1.16.3 Offeror shall submit the following monthly reports to MSH by the 15th of each month as applicable for MSH:
- Nourishment – beginning budget and budget used by building
 - Medication/Treatment Products – dollar amount used by building
 - Special Events – number of events per division, dollar amount charged for each event

- Catering – number of events, number of people prepared for, number actually served, food cost, supply costs, labor cost per event
- Commodity Activity – amounts received, used, in inventory, full value

1.17 Resources To Be Provided By MSH:

- 1.17.1 All food production and food service facilities, as equipped and ready to operate. Such fixtures and equipment shall be maintained in a manner that is acceptable to any governmental supervising agent. Any replacement of equipment that wears out as the result of normal wear will be provided through negotiation between MSH and Offeror.
- 1.17.2 Pest control
- 1.17.3 Maintenance, repair, and negotiated replacement of existing equipment owned by MSH. MSH will cover the cost of normal wear and tear, and the cost of the first repair/replacement of equipment. If additional repair and/or replacement is deemed necessary with a twelve-month period of initial repair/replacement, due to the offeror's negligence, the Offeror is responsible for the entire cost of the repair/replacement.
- 1.17.4 All utilities, even during period of service interruptions such as during bad weather, facility damage, renovation and construction
- 1.17.5 Local phone service
- 1.17.6 Building preventative maintenance and repair inside and outside to include painting
- 1.17.7 Building and/or facilities renovations to accommodate changes directed by MSH
- 1.17.8 Maintenance of grounds
- 1.17.9 Maintenance and replacement of lighting
- 1.17.10 Serving of patient meals to include tray and bulk when applicable
- 1.17.11 Cleaning of pantry and dining areas within patient care buildings to include walls, draperies, blinds, windows, tables, chairs and floors
- 1.17.12 Accounting for and returning, to the site of delivery, food pans in bulk service areas and metal utensils in those areas with tray service
- 1.17.13 Inventory of small wares which will be turned over to contractor and upon dissolution of the contract the contractor shall be responsible for replacement.

1.18 Resources To Be Provided By Offeror

- 1.18.1 Routine cleaning of food preparation areas, service areas, office areas, floors (to include waxing), and restrooms within primary food preparation buildings

- 1.18.2 Cleaning of patient cafeteria and employee cafeteria tables, chairs, walls, draperies, blinds, windows, and floors to include waxing. In the event that MSH staff has to perform these tasks Offeror will be penalized as stated in paragraph 6.12.2.
- 1.18.3 All pans, dishes, utensils, and supplies used in food production and service to patients and employees and for catered events
- 1.18.4 Replacement of all small supply items due to wear and tear or damage due to negligence on the Offeror's part
- 1.18.5 Sufficient condiments for meal services in each building
- 1.18.6 Cleaning and fireproofing hoods and ducts.
- 1.18.7 Maintenance, repairs, and replacement of equipment owned by the Offeror
- 1.18.8 Building/facilities renovation to accommodate new systems or changes implemented by Offeror upon review and approval by the MSH Director and any other oversight authority required, for the specified project
- 1.18.9 Repair, replacement and/or payment for damage to MSH property caused by Offeror negligence. The Offeror shall pay for parts and labor required to repair/replace MSH equipment damaged by Offeror negligence.
- 1.18.10 Vehicles for delivery of meals, nourishments, supplements and commodities
 - Adequate numbers delivery trucks of proper size and type for food service delivery demands
 - Adequate numbers of Vans for quick delivery of items to patient buildings
- 1.18.11 Repair and replacement of vehicles
- 1.18.12 Preventative and routine maintenance of vehicles
- 1.18.13 Vehicle licenses, taxes and inspection costs
- 1.18.14 Coffee makers in each patient building of adequate size to serve all patients at breakfast meal, if requested by the MSH Director.
- 1.18.15 Garbage and trash removal to include needed dumpsters and compactors for primary food preparation building
- 1.18.16 Long distance telephone service/fax, computer lines
- 1.18.17 Offeror shall provide meals off-site or at an alternate location in the event that primary food preparation building cannot be used for food preparation. MSH shall bear the cost for setup and operation of the alternate facility and the Offeror shall provide meals at contract pricing using the alternate facility or off-site location. Offeror shall have the responsibility for the setup and operation of the alternate facility or off-site location in the event MSH cannot provide an alternate facility or off-site location and MSH shall bear the cost of the setup and operation.

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

1.19 Training

- 1.19.1 Offeror shall provide in-service training deemed necessary by MSH for MSH employees or Offeror employees. This training shall include initial training for MSH pantry staff as needed and quarterly special topic training. Pantry staff training will be conducted by a licensed or registered dietician.
- 1.19.2 Offeror shall adhere to MSH Food and Nutrition Services Manual or Policies and Procedures, available from the RFP coordinator.
- 1.19.3 Offeror management personnel will be given orientation to MSH by MSH staff within the first week of employment on the MSH campus.

1.20 Taxes, License, Insurance, Bonds

- 1.20.1 Offeror shall pay all taxes to include FICA and any other employer's taxes, insurance, and license fees, penalties and charges imposed on the food service operation.
- 1.20.2 The successful Offeror shall furnish within seven (7) working days after notice of MSH intent to award contract, a certificate of insurance indicating the following minimum coverage and limits of insurance: general liability limits of \$2,000,000.00 general aggregate and \$2,000,000.00 products – completed operations, personal and advertising injury liability \$1,000,000.00 each person/\$1,000,000.00 each occurrence, medical payments expense \$5,000.00 and one person, non-owned and hired auto liability \$1,000,000.00 CSL, umbrella liability \$5,000,000.00 aggregate, statutory workers' compensation including employers liability \$500,000.00 each accident, \$500,000.00 disease – policy limit and \$500,000.00 disease each employee. All required insurance will be endorsed to provide MSH with 30 days advance notice of cancellation or material change. The Offeror shall provide a Certificate of Insurance which is completed, certified by the original signature of an Insurance company authorized to do business in Mississippi and showing MSH as certificate holder. The Offeror shall provide and maintain required insurance without limiting its obligations or liabilities and at its own expense throughout the contract term and shall provide documentation of liability insurance within seven (7) working days of receiving notice of award. Offeror shall provide Workers' compensation insurance, in an amount not less than the statutory minimum, on behalf of its employees and agents as required by all applicable laws and shall agree to hold harmless and indemnify MSH for any and all claims arising out of injury, disability, or death of any of the Offeror's employees or agents. Offeror shall provide documentation of Workers' compensation insurance within ten (7) working days of receiving notice of award.
- 1.20.3 The successful Offeror shall provide a performance bond payable to and in favor of and for the protection of MSH, as owner, for the work to be done in an amount of twenty five percent (25%) of the awarded yearly contract period, which shall be conditioned for the full and faithful performance of the agreed upon contract. The bonds herein provided for may be made by any surety company authorized to do business in the State of Mississippi and listed on the United States Treasury

Department's list of acceptable sureties. Offeror shall provide bond within ten (10) business days after receiving notice of MSH intent to award contract.

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

1.21 Criteria for Termination of Contract/Amendment

- 1.21.1 If identified problems with contract compliance are not corrected to the full satisfaction of MSH within thirty (30) days of written notice to the Offeror, the contract may be canceled.
- 1.21.2 The contract may be terminated, for cause, upon **120 days notice** by either party.
- 1.21.3 The contract may be terminated by MSH at the end of any fiscal year due to the lack of funding.
- 1.21.4 Upon expiration or termination of contract, Offeror shall surrender peaceable possession of the premises and all property of every kind furnished by MSH in as good an order as when received, taking into consideration normal wear and tear and depreciation.
- 1.21.5 The contract may be amended by mutual agreement by both parties to accommodate any needed changes.

1.22 Communication and Computer Access

- 1.22.1 Offeror shall provide their own long distance fax/telephone service as available through the local facility phone service provider.
- 1.22.2 MSH shall provide modem quality line through the MSH telephone switch for external electronic communication and connectivity. Electronic communication between MSH and Offeror shall be achieved with MSH's e-mail provider and Offeror's e-mail provider.
- 1.22.3 Offeror shall provide their own computers, printers, software, and any other hardware/software necessary for connection and communication (e-mail, time, reports, etc.) to the Offeror's home office, unless otherwise approved by the MSH Information Management Director.

1.23 How and When To Submit Pricing

- 1.23.1 Offeror shall submit pricing as part of the initial proposal due on **March 18, 2025** and also as part of the final proposal, if applicable. Please submit pricing on the form provided as **Exhibit - B.**
- 1.23.2 Offeror shall submit pricing for patient meals on sliding scale. Offeror shall list the base patient meal price on the form provided as **Exhibit – B.** Offeror must submit additional sliding scale pricing as part of their proposal based on the scales as shown in **Exhibit – C.**

- 1.23.3 Patient meal price shall include 3 meals per day and any snacks required by individualized therapeutic diets (i.e.: 6 feedings per day). These extra serving meals will be prepared in the kitchen of the primary food preparation building, labeled and delivered to the patient building.
 - 1.23.4 Offeror shall submit firm fixed pricing (in list form if needed) for nourishments, medication/treatment foods, and supplements referenced on Exhibit – B and detailed at paragraphs 1.3.2, 1.4, and 1.5.1.
 - 1.23.5 Offeror shall understand that all pricing must be fixed and firm for the term of the contract and that price increases, up to 3%, shall be allowed once each year in February based only on the Consumer Price Index for all Urban Consumers as published by the Bureau of Labor Statistics, showing February data for that same year, and will be effective July 1 of the affected year.
 - 1.23.6 Offeror shall submit firm fixed pricing method to be used for catered events which must show all food, supplies and labor at cost.
 - 1.23.7 Offeror shall submit pricing method to be used for employee meals and it must comply with 6.23.2 above. Pricing must be fixed and firm for the entire contract period and increases allowed as in 6.23.5 above.
 - 1.23.8 The Offeror must state the operation plan for the MSH employee cafeteria and proposed meal pricing must be fixed and firm for the entire contract period with price increases allowed as in 6.23.5 above as applicable for the MSH.
- 1.24 Offeror Requirements
- 1.24.1 The Offeror must submit a sample 21 day menu and nutritional analysis and menus shall change at least quarterly and allow for special holiday meals for recognized holidays.
 - 1.24.2 The Offeror must provide a description of its purchasing system.
 - 1.24.3 The Offeror must provide detailed information on its in-service training and orientation program to include proposed training applicable to MSH pantry staff.
 - 1.24.4 The Offeror shall provide a description of how the Student/Teacher Advisory Board, Resident's Council, and Patient Food Satisfaction Surveys will be utilized in the management of the food service program.
 - 1.24.5 The Offeror shall not subcontract food service operations or utilize on-site contract labor or subcontract nutritional services without the express written consent of the MSH Director.
 - 1.24.6 The Offeror shall provide, as requested by MSH, customer satisfaction scores (Press-Ganey, etc.) from currently contracted facilities.
 - 1.24.7 The successful Offeror shall interview MSH food service staff, employed at the time the contract is awarded, and consider them in primary selection for employment.

2. Integration. Both parties shall understand and agree that the contract shall consist of this personal services agreement to include this Attachment – A and Attachment - B, and the original request for proposal 03.18.2025.490 which is on file with both parties for reference. No other documents shall be a part of the formal contractual agreement. This agreement, along with all attachments shall take priority over any agreements that may be signed separately in conjunction with the original request for proposal, to include any third party agreements. Any ambiguities, conflicts or questions of interpretation of this Contract shall be resolved first by reference to this Agreement and, if still unresolved, by reference to the RFP and, if still unresolved by reference to the proposal.
3. Compensation. In consideration of services provided, the Hospital agrees to pay to the Contractor the specific sums listed in Attachment - B, which is attached hereto and is understood to be part of this contractual agreement. In no event however, will the total compensation paid to contractor be more than \$23,000,000.00 over the initial term of the contract. Prices shown in Attachment - B shall be fixed and firm for the five (5) year term of the agreement with adjustments allowable only after the first year. Offeror will be allowed to increase pricing annually in the month of February to be effective the following July based on the percentage change in the Consumer Price Index for all urban consumers as published by the Bureau of Labor Statistics showing February data for that same year, not to exceed three percent (3%).

ATTACHMENT – B
VENDOR PRICE SCHEDULES

EXHIBIT - B
PROPOSAL PRICING FORM

Base Price Per Patient Meal: \$ 6.32 (Offeror Must Offer Sliding Scale Pricing)

Nourishments: Please see attached pricing sheet. (Attach Price List)

Medication – Treatment Foods: Please see attached pricing sheet. (Attach Price List)

Supplements: Supplements to be provided by MSH and distributed by Cura as part of routine meal and Nourishment deliveries. (Attach Price List & Offer Price For Distribution Only)

Base Price Per Employee Breakfast Meal: \$ 5.99 (Offeror May Use Sliding Scale)

Base Price Per Employee Lunch Meal: \$ 7.99 (Offer May Use Sliding Scale)

Catering Functions: Please see attached pricing sheet. (Firm Fixed Price Based On Set Menus – Attach Price List)

Note: Cost Plus a percentage pricing is not acceptable.

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

Name of Company Cura Hospitality, LLC Telephone 724-416-7676

Address 6000 Town Center Blvd., Suite 120

City/State/Zip Code Canonsburg, PA 15317

Authorized Binding Signature DocuSigned by: Patricia Spellman
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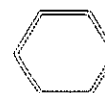
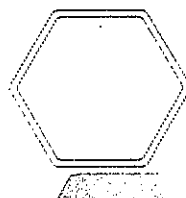
Title President

We submit the above prices and agree to initiate services within 30 days from receipt of notice to proceed. Unless notified to the contrary, this offer is good for a minimum of 60 days from the date of the final proposal opening. In submitting the above, it is expressly agreed that, upon proper acceptance of any or all services by MSH, a contract shall hereby be created only after a written executed contract agreement is mailed or otherwise furnished to the successful Offeror within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the Offeror in whole or in part without the written consent of MSH.

Exhibit C — Sliding Scale

Mississippi State Hospital Meal Pricing Sliding Scale	
613-594	\$6.23
593-574	\$6.26
573-554	\$6.29
553-353	\$6.32 (Base Price Per Meal)
352-333	\$6.35
332-313	\$6.70
312-293	\$6.41

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



Special Event Menu

Menu Item	Price
Entrée	
Chicken Quarter, ea	\$2.60
Hot Dog, ea	\$1.17
Polish Sausage, ea	\$1.32
Hamburger Patty, ea	\$2.08
Grilled Chicken Patty, ea	\$2.18
Fried Chicken Strips, ea	\$2.61
Fried Fish, ea	\$3.73
Brisket, ea	\$108.37
Sides	
Potato Salad, per serving	\$1.48
Corn Cobettes, ea	\$0.58
Baked Beans, per serving	\$1.48
Cole Slaw, per serving	\$1.25
French Fries, per serving	\$1.50
Potato Chips, ea	\$1.09
Pasta Salad, per serving	\$1.48
Chili, per serving	\$1.80
Desserts	
Fudge Brownie, ea	\$0.85
Cake w/ Icing	\$19.50
3 gal Ice Cream	\$38.21
Ice Cream Cups, ea	\$0.75
Peach Cobbler, ea	\$15.79
Pecan Pie, per pie	\$11.87
Boston Crème, per pie	\$9.74
Pumpkin, per pie	\$8.96
Lemon M, per pie	\$13.80
Extras	
Hamburger Buns, ea	\$0.55
Hot Dog Buns, ea	\$0.50
Hushpuppies, per serving	\$0.95
Rolls, ea	\$0.45



Nourishment List

farm & avocados

Menu Item	Item Number	Price
Sugar Free Ice Cream, ea	3581699	\$0.75
Vanilla Ice Cream Cup, ea	3412410	\$0.75
Chocolate Ice Cream Cup, ea	3412424	\$0.75
Strawberry Ice Cream Cup, ea	3412394	\$0.75
Orange Push Up ea	2934156	\$1.10
Popsicle ea	1666163	\$0.75
Tuna Salad (5# tub)	MS Stratton	\$36.15
Pimento Cheese (5# tub)	MS Stratton	\$36.15
Chicken Salad (5# tub)	MS Stratton	\$36.15
Turkey, 1#	7224199	\$9.75
Bologna/Salami	Meat Combo	\$9.75
Ham, 1#	Meat Combo	\$9.75
Margarine 1#, ea	4590131	\$2.75
Sliced Cheese, 160 slices	9036724	\$21.62
2% Milk, ea	Prarie Farms	\$0.54
Yogurt, 4-oz ea	5076611	\$0.56
Celery/Carrot Snack Pack ea.	Robertson	\$0.60
Grits, Instant (12/Box)	2126464	\$5.75
Oatmeal Inst (12/Box)	1853466	\$5.75
Popcorn (50# bag)	4427415	\$33.40
Popcorn (Microwave ea)	9908392	\$0.75
Popcorn Oil, Gallon	4119061	\$9.33
Saltines (500-2pk/case)	6056105	\$17.82
Vanilla Pudding #10	7295256	\$8.45
Banana Pudding #10	7295280	\$8.45
Chocolate Pudding #10	7295272	\$8.45
Potato Chips, 104/1 oz, each	4352977	\$1.09
Oreo Cookies, ea	7662265	\$0.44
Ritz/Cheese, ea	6935793	\$0.48
Granola Bars, ea	645855	\$0.68
Rice Krispie Treats, ea	7558299	\$0.68
Cereal Bar: Apple ea	5523808	\$0.60
Cereal Bar: Blueberry, ea	5523816	\$0.60
Cereal Bar: Strawberry, ea	55236949	\$0.60
Sandwich Bread, White ea	Bimbo	\$4.00
Sandwich Bread, Wheat ea	Bimbo	\$4.00

CONFIDENTIAL & PROPRIETARY



Menu Item	Item Number	Price
Goldfish, ea	5464276	\$0.35
Moon Pies: Chocolate ea	7075733	\$0.35
Moon Pies: Vanilla ea	7074175	\$0.35
Moon Pies: Banana ea	7075729	\$0.35
Coffee: Regular, ea	1151679	\$1.17
Coffee: Decaf, ea	1151570	\$1.17
Coffee Creamer, case	7729959	\$39.47
Apples, ea	1099738	\$0.65
Oranges, ea	2349447	\$0.65
Bananas, ea	1254440	\$0.75
Tea, Packets (5 Gallon)	8256588	\$3.77
Fruit Punch (5 Gallon)	8099693	\$3.77
Oatmeal Crème Pie, ea	4591622	\$0.34
Fudge Rounds, ea	4591646	\$0.34
Oatmeal Cookies, pkg	2870806	\$2.19
Chocolate Chip Cookies, pkg	2870400	\$2.19
Sugar Cookies, pkg	2870384	\$2.19
Vanilla Wafers, Bag	3267655	\$1.87
Graham Crackers, Case	5278718	\$30.00
Chocolate Brownie Cookie, ea	0560245	\$0.75
Peanut Butter Cookie, ea	6925917	\$0.75
Fruit Cup, Tropical 4 oz ea	1878738	\$0.65
Fruit Cup, Diced Peaches, ea	4714671	\$0.65
Pudding Snack: Chocolate	5661582	\$0.65
Pudding Snack: Vanilla	5763834	\$0.65
Cereal: Rice Krispie, bag	6709455	\$5.12
Cereal: Frosted Flakes, bag	6781587	\$5.12
Cereal: Cornflakes, bag	6709307	\$5.12
Cereal Bran Flakes, bag	6709414	\$5.12
Cereal: Toasted O's, bag	6732754	\$5.12
Jelly (#10 Jar)	4184461	\$17.03
Peanut Butter (5# tub)	9732967	\$18.45
3 Gallon Chocolate Ice Cream	2130078	\$37.81
3 Gallon Strawberry Ice Cream	9188624	\$38.21
Crushed Oreos, per bag	3656998	\$6.21
Whip Topping, per tub	1076264	\$4.24
Coffee Pot Decanter, ea	0072157	\$15.00
Polish Sausage 50/Case	1870997	\$66.00



Menu Item	Item Number	Price
3 Gallon Vanilla Ice Cream	2130060	\$30.68
Crushed Pineapple, #10 can	4092490	\$10.85
Strawberry Glaze, .75 tub	4788923	\$16.66
Sprinkles (12 oz Cup)	4279697	\$2.91
Chocolate Milk, ea	Milk Man	\$0.55
Coffee Filters, 1 packet (250 each)	5950670	\$6.02
Hot Dog Buns 12 ea	2496624	\$4.00
Ice Cream Sandwich, ea	1666155	\$0.70
Salt PC (1/1000 Count)	4123196	\$4.99
Pepper PC (1/1000 Count)	4123212	\$4.99
Bottled Water, ea	9901031	\$0.36
Soup, ea		\$0.82

Medical Treatment List

Menu Item	Item Number	Price
Prune Juice, 46 oz	6082879	\$6.67
Apple Juice, 46 oz	6050116	\$5.04
Grape Juice, 46 oz	6050132	\$5.04
Orange Juice, 46 oz	6050124	\$5.04
Pineapple Juice, 46 oz	6050140	\$5.04
Cranberry Juice, 46 oz	6050173	\$4.05
Thickened Apple Juice, Nectar 4 oz, ea	8104291	\$0.58
Thickened Apple Juice, Honey 4 oz, ea	0238006	\$0.58
Apple Juice w/ Fiber 46 oz	4173449	\$4.75
Tomato Juice, 4 oz	5161658	\$0.65
Fruit Drink Mix (5 gallon)	8099693	\$2.11
Applesauce, 4 oz cup	2603005	\$0.60
Gatorade (24/case) 11.6 oz	7468515	\$1.54
Buttermilk (1/2 gallon)	4841268	\$3.25
Thickened Cranberry Juice, Nectar 4 oz, ea	0237735	\$0.58
Thickened Cranberry Juice, Honey 4 oz, ea	0238030	\$0.58
Thickened Water, Nectar 4 oz	0237768	\$0.58
Thickened Water, Honey 4 oz	0238097	\$0.58
Cranberry Juice w/Fiber, 46 oz, ea	4173423	\$4.75
Apple Sauce #10 Can, ea	4062030	\$10.73
Thickened Tea, Nectar, ea 4 oz	7961584	\$0.58
Thicken Tea, Honey, ea 4 oz	7960396	\$0.58

Employee Retail Menu

Menu Item	Price
Breakfast	
<i>Breakfast Your Way</i>	
Made to Order: Build Your Own Omelet w/ Unlimited Toppings	\$5.99
Made to Order: Egg & Cheese Omelet	\$3.99
Best Darn Breakfast Sandwich	\$3.99
Jumbo Cinnamon Roll	\$3.99
Fried Egg	(2) \$2.79 (3) \$3.99
Giant Pancakes	(1) \$1.29 (2) \$2.29 (3) \$3.09
French Toast Sticks	(3) \$1.99 (5) \$2.99
<i>Breakfast Sides</i>	
Fresh Baked Muffin	\$2.99
Hardboiled Egg (2)	\$2.79
Sausage Biscuit	\$1.99
Breakfast Meat	\$1.59
Sausage Patty, Sausage Link, Bacon	
Hash Browns	\$1.49
Gravy	\$0.89
Biscuit	\$0.89
Toast (2)	\$0.89
<i>Grits & Oatmeal</i>	
Large Grits	\$2.09
Small Grits	\$1.29
Large Oatmeal	\$2.09
Small Oatmeal	\$1.29
<i>Breakfast Meals & Combos</i>	
Chef's Breakfast (<i>Base Price per Employee Breakfast</i>)	\$5.99
Any Style Eggs 1 Meat Grits Biscuit	
Make it a Combo:	
Add Second Meat or Pancake Medium Coffee or Medium Fountain Drink	1.99 more

• forms & advantages

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Menu Item	Price
Make it a Combo:	\$6.49
Breakfast Sandwich Grits Medium Coffee or Medium Fountain Drink	
Make it a Combo:	\$4.99
Breakfast Sandwich Medium Coffee	
Lunch	
<i>From the Grill</i>	
<i>Fresh, Never Frozen!</i>	
<i>All burgers come with lettuce, tomato, onion, pickles</i>	
Triple Cheeseburger	\$7.49
Double Cheeseburger	\$5.99
Cheeseburger	\$3.99
Grilled Chicken Sandwich	\$3.99
Freshly Breaded Chicken Tenders	(3) \$3.79 (5) \$6.29
Three Cheese Grilled Cheese	\$3.49
<i>Grill Sides</i>	
Shareable Fries	\$3.29
Regular Fries	\$2.09
Shareable Onion Rings	\$3.79
Regular Onion Rings	\$2.59
<i>Grill Extras</i>	
Add Bacon	\$1.59
Add Grilled Onions	\$0.99
Add Cheese	\$0.99
American, Cheddar, Provolone, Pepper Jack	
Add Guacamole	\$0.99
<i>Make it a Combo</i>	
Add Fries & Medium Fountain Drink	\$3.59
Add Shareable Fries & Large Fountain Drink	\$4.99
<i>Base Price Per Employee Lunch (includes entree, two sides, bread, and fountain drink)</i>	\$7.99
Grab n Go	
Fresh Fruit Cup	\$2.99
Pecan Pie	\$2.99
Lemon Meringue Pie	\$2.99

Menu Item	Price
Strawberry Pie	\$2.99
Cheesecake	\$2.99
Carrot Cake	\$2.99
Chocolate Cake	\$2.99
Tuna on Wheat	\$3.99
Roast Beef on Ciabatta	\$3.99
Club Sandwich	\$3.99
Turkey & Swiss on Croissant	\$3.99
Salad Bar	\$0.59 per ounce
Grill	
Mushroom Swiss Burger	\$3.99
Fish Sandwich	\$3.99
Shrimp Po'Boy	\$3.99
Catfish Po'Boy	\$3.99
French Dip Sandwich	\$3.99
Philly Cheese Steak	\$3.99
Patty Melt	\$3.99
Drinks	
Bottled Soda (20 oz)	\$2.49
Aquafina Water (20 oz)	\$2.29
Aquafina Water (1 liter)	\$3.99
Life Water (20 oz)	\$2.49
Propel (20 oz)	\$2.79
Bubly (12 oz)	\$1.49
Lipton Tea (20 oz)	\$2.49
Celsius (12 oz)	\$2.99
Rockstar Energy (16 oz)	\$3.49
Starbucks Frappuccino (13.7 oz)	\$3.99
Smartwater (20 oz)	\$2.49
Monster Energy (16 oz)	\$3.49
Reign Energy (16 oz)	\$3.49
Powerade (20 oz)	\$2.49
Impulse	
Snack Prepacked (small)	\$2.99
Snack Prepacked (large)	\$3.99
Kind Bar	\$3.29
Skinny Pop	\$2.99
Quaker Rice Crisps	\$2.99

Menu Item		Price
	Pop Corners	\$2.49
	Trident Gum	\$2.49
	Altoids	\$2.49
	Frito Lay (large)	\$2.49
	Frito Lay (smal)	\$1.79
	Whole Fruit	\$0.99
Soup		
	12 oz	\$2.79
	16 oz	\$3.99