



STATE OF MARYLAND

DHMH

Maryland Department of Health and Mental Hygiene

Larry Hogan, Governor - Boyd Rutherford, Lt. Governor - Van Mitchell,
Secretary

MULTI-STEP INVITATION FOR BIDS

DHMH/ Springfield Hospital Center

Nutritional Services

OPASS # 17-17064

Addendum #1

Issued: April 8, 2016

All persons who are known by the Issuing Office to have received the above-referenced MS-IFB are hereby advised of the following revisions:

Scheduled Site Visit

Another site visit has been scheduled at Springfield Hospital Center. The site visit will be held on **Thursday, April 14, 2016 at 11 a.m. Local Time at Springfield Hospital Center, Food Services Building, 6655 Sykesville Road, Sykesville, MD 21784.** All vendors are encouraged to attend.

Subsection 3.1.1 Springfield Hospital Center (Background and Purpose) Currently Reads:

The Contractor for the SHC contract resulting from this solicitation shall operate SHC's Nutrition Services Department which provides nutrition and food services to SETT Unit residents, SHC patients and staff. The Nutrition Services Department provides clinical nutrition services and food services to all patients of Springfield Hospital Center. The Nutrition Services Department of Springfield Hospital Center is located in the Food Service Center Building which is open daily from 5 AM to 7 PM. A minimum of three meals and an evening snack is provided for each patient daily. The Contractor shall also provide three meals per day to the SETT unit (currently 18 patients), operate a pay employee Cafe, and provide catered foods and on-premise catering for special events at the best possible price. Clinical nutrition services will be provided by the Contractor's registered licensed dietitians who will complete a nutrition assessment on every patient within 72 hours of admission. The dietitian recommends appropriate medical nutrition therapy based on best practice of care with regularly scheduled follow up and monitoring of progress throughout hospitalization based on individual needs. The dietitian is available 7 days/week.

Subsection 3.1.1 Springfield Hospital Center (Background and Purpose) Page Revised to Read:

The Contractor for the SHC contract resulting from this solicitation shall operate SHC's Nutrition Services Department which provides nutrition and food services to Springfield Hospital Center patients and staff; SETT unit residents. The Nutrition Services Department provides clinical nutrition services and food services to all patients of Springfield Hospital Center. The Nutrition Services Department of Springfield Hospital Center is located in the Food Service Center



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Building which is open daily from 5 AM to 7 PM. A minimum of three meals and an evening snack is provided for each patient daily. The Contractor shall also provide three meals per day to the SETT unit (currently 18 patients), operate a pay employee Cafe, and provide catered foods and on-premise catering for special events at the best possible price. Clinical nutrition services will be provided by the Contractor's registered licensed dietitians who will complete a nutrition assessment on every patient within 72 hours of admission. The Contractor's registered licensed dietitian must complete quarterly and annual nutrition assessment on every patient. Additionally the Contractor's registered licensed dietitian must perform a physician ordered consult on a patient within 24 hours. (Reference: CMS CFR 482.28: Nutritional needs must be met in accordance with recognized dietary practices and in accordance with orders of the practitioner or practitioners responsible for the care of the patient.)

The dietitian recommends appropriate medical nutrition therapy based on best practice of care with regularly scheduled follow up and monitoring of progress throughout hospitalization based on individual needs. The dietitian is available 7 days/week.

Subsection 3.2.1 General Requirements Currently Reads:

3.2.1 General Requirements

3.2.1.1. The Contractor shall provide clinical nutritional services to the following populations:

- 3.2.1.1.1 Patients at the following SHC buildings: Hitchman, Salomon and McKeldin buildings;
- 3.2.1.1.2 Residents of the SETT Unit ;
- 3.2.1.1.3 Staff at SHC; and
- 3.2.1.1.4 Official visitors and special events at SHC.

Subsection 3.2.1 General Requirements Revised to Read:

3.2.1 General Requirements

3.2.1.1. The Contractor shall provide food services to the following populations:

- 3.2.1.1.1 Patients at the following SHC buildings: Hitchman, Salomon and McKeldin buildings;
- 3.2.1.1.2 Residents of the SETT Unit ;
- 3.2.1.1.3 Staff at SHC; and



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3.2.1.1.4 Official visitors and special events at SHC.

3.2.1.1(a) The Contractor shall provide clinical nutritional services to the following population:

3.2.1.1.1 Patients at the following Springfield Hospital Center buildings:
Hitchman, Salomon and McKeldin buildings.

Subsection 3.2.1.6.4.2 Currently Reads:

All commercial enteral nutrition supplements required by a physician's medical prescription or identified by the clinical dietitian as required as a part of a patient's nutrition care plan, shall be provided by the Contractor, upon approval of such requests by the Contract Monitor. The Contractor shall invoice SHC for the actual acquisition cost of these physician- or dietician-required and Contract Monitor-approved supplements on each monthly invoice. See Section 3.6.2.

Subsection 3.2.1.6.4.2 Revised to Read:

All commercial enteral nutrition supplements required by a physician's medical prescription or identified by the clinical dietitian as required as a part of a patient's nutrition care plan, shall be provided by the Contractor.

Subsection 3.2.1.9.9 Currently Reads:

The Contractor shall develop a separate plan for responding to both an internal and an external disaster. It shall include the following as a minimum: evacuation plan for the Nutrition Services Department; location of firefighting equipment; a plan for the provision of food service following the loss of utilities; plan for contacting essential personnel; instructions for utilizing volunteers and a plan for providing a continuous source of uncontaminated food and supplies. Additionally, an integral part of the overall plan shall be a separately-defined plan that ensures the availability of an adequate supply of food (minimum seven (7) day supply, which shall be stored at the SHC Food Service Center) in the event of a disaster (i.e. terrorist attack, etc.) and is of such a nature as to require an official declaration of a state of "Shelter in Place." Under this condition, in an effort to prevent contamination, no one will be permitted to enter or leave the Facilities. A defined rotation schedule will be developed by the Contractor for this food inventory. The plan shall be submitted to the Facility's Contract Monitor at least two (2) weeks prior to the Go-Live Date for review and approval. The Contractor shall make any required adjustments within seven (7) days of written notice. The Contractor shall review and revise this annually no less than two (2) weeks prior to the Contract Commencement anniversary date and to submit it to the Facility's Contract Monitor for approval. A copy of these plans shall be provided to SHC and SETT Unit for inclusion in their Emergency Preparedness Plan.



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Subsection 3.2.1.9.9 Revised to Read:

The Contractor shall develop a separate plan for responding to both an internal and an external disaster. It shall include the following as a minimum: evacuation plan for the Nutrition Services Department; location of firefighting equipment; a plan for the provision of food service following the loss of utilities; plan for contacting essential personnel; instructions for utilizing volunteers

and a plan for providing a continuous source of uncontaminated food and supplies. Additionally, an integral part of the overall plan shall be a separately-defined plan that ensures the availability of an adequate supply of food (minimum three (3) day supply, which shall be stored at the SHC Food Service Center) in the event of a disaster (i.e. terrorist attack, etc.) and is of such a nature as to require an official declaration of a state of "Shelter in Place." Under this condition, in an effort to prevent contamination, no one will be permitted to enter or leave the Facilities. A defined rotation schedule will be developed by the Contractor for this food inventory. The plan shall be submitted to the Facility's Contract Monitor at least two (2) weeks prior to the Go-Live Date for review and approval. The Contractor shall make any required adjustments within seven (7) days of written notice. The Contractor shall review and revise this annually no less than two (2) weeks prior to the Contract Commencement anniversary date and to submit it to the Facility's Contract Monitor for approval. A copy of these plans shall be provided to SHC and SETT Unit for inclusion in their Emergency Preparedness Plan.

Subsection 3.6.2 Invoice Submission Schedule Currently Reads:

The Contractor shall submit invoices in accordance with the following schedule:

Invoices are due by the 10th of the month for services provided in the previous month. The Contractor shall bill each month an amount equal to the Contractor's price per meal for the respective Contract year multiplied by the number of meals served to patients in the month for which the Contractor is invoicing. The Contractor shall take counts of meals served at each meal. The Contractor shall submit evidence of these meal counts for each meal as supporting documentation with its invoice. Meal counts shall be verified against the daily census information with any discrepancies resolved by the Contract Monitor.

Subsection 3.6.2 Invoice Submission Schedule Revised to Read:

The Contractor shall submit invoices in accordance with the following schedule:

Invoices are due by the 10th of the month for services provided in the previous month. The Contractor shall bill each month an amount equal to the Contractor's price per meal for the



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respective Contract year multiplied by the number of meals/supplements/snacks served to patients in the month for which the Contractor is invoicing. The Contractor shall take counts of

meals/supplements/snacks served at each meal. The Contractor shall submit evidence of these meal/supplement/snack counts for each meal as supporting documentation with its invoice. Meal/supplement/snack counts shall be verified against the daily census information with any discrepancies resolved by the Contract Monitor.

Additional Requirements for Bid and Performance Bonds have been added to the MS-IFB

The following additional requirements have been added as **1.45 Bid and Performance Bonds** in the solicitation document:

A bid bond of 5 percent of the proposed total bid price shall be submitted with the bid for this MS-IFB. Refer to COMAR 21.06.07.09 and **Attachment P** for the form of the Bid Bond.

Within 5 days of notification that it is recommended for the award of the contract, the successful Offeror must submit a Performance Bond (**see Attachment Q**), or other suitable security in the amount of \$2,000,000.00 and shall keep the bond in effect for the entire term of the contract. Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07:

Acceptable security for bid and performance bonds is limited to:

- (1) A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;
- (2) A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;
- (3) Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State; or
- (4) An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer.

An Offeror may elect to provide an automatically renewable type of performance security. The initial renewable security shall be effective upon the award of the Contract, and all subsequent security shall automatically renew unless DHMH receives written notice of non-renewal from the issuer of the security at least 30 days before the expiration of the then-effective security. In the event DHMH receives a notice of non-renewal, as of the date that the existing security expires, the Contractor must provide DHMH with a substitute security acceptable to the State for the next



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Contract year. If the substitute security is a performance bond, it must be substantially in the form of the MS-IFB **Attachment Q**.

If the Contractor does not provide an acceptable form of security as of the date of expiration of the existing security, DHMH will withhold portions of those payments due to the Contractor. The State will withhold 50 percent of the monthly invoice from the first payment due to the Contractor after the expiration of the existing security. The State will withhold an additional 50 percent of the monthly invoice amount each month from payments due to the Contractor until the total value of the withholdings equals \$2,000,000. These amounts will be held by the State until such time as an acceptable security is provided, or until the expiration of the contract.

The cost of the bid and performance bonds, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item. The successful Offeror shall deliver the Performance Bond, or other suitable security, to the State within five working days after being notified of the proposed Contract Award.

The performance bond shall be submitted with the award package from the winning Bidder.

Assistance in obtaining bid and performance bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDF). MSBDF can directly issue bid and performance bonds up to \$750,000. MSBDF may also guaranty up to 90% of a surety's losses as a result of a contractor's breach of a contract; MSBDF's exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety in both the standard and specialty markets within 90 days of submitting a bonding application to MSBDF. The applicant must employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state's tax base. Applicants are required to work through their respective bonding agents in applying for assistance under the program.

Additional Attachments P and Q Bid and Performance Bonds have been added to the MS-IFB

Attachment P Bid Bond has been added as a requirement to this MS-ISB and must be completed and submitted with the bid package.



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Attachment Q Performance Bond has been added as a requirement to this MS-IFB and must be completed and submitted with the award package.

Letter q of 4.2.1 Technical Offer Requirements Currently Reads:

Provide a sample of three (3) days emergency menus typical of those to be included in an emergency plan. The menus should meet the standards for breakfast and lunch of the Child Nutrition Program and include dinner menu and snack.

Letter q of 4.2.1 Technical Offer Requirements Revised to Read:

Provide a sample of three (3) days emergency menus typical of those to be included in an emergency plan. The menus should meet the standards for breakfast, lunch, dinner, and snacks.

All other terms and conditions remain unchanged.

This Addendum is issued under the authority of State Procurement Regulations, COMAR 21.05.02.08 and with the approval of the Procurement Officer DHMH.

04/08/2016 _____
Date

Aaron L. Street

Aaron L. Street
Procurement Officer, OPASS



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Upon receipt, please return the addendum acknowledgement via fax, e-mail or hardcopy to:

Anthony Gardner
DHMH/Office of Procurement and Support Services
201 West Preston Street, Rm 416
Baltimore, MD 21201
410-767-5190
410-333-5958



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ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of Addendum #1 to MS-IFB 17-17064 titled “Springfield Hospital Center Nutritional Services” dated 4/8/16.

Vendor’s Name

Authorized Signatory – (Print/Type)

Signature

Date