

REQUEST FOR PROPOSALS



**Food Service Management for the
Mississippi Schools for the Deaf and the Blind
1403 Eastover Drive
Jackson, Mississippi 39211**

**Contact: Alison Bradford
Email: alison.bradford@msdbk12.org
Solicitation Due Date: April 5, 2024**

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REQUEST FOR PROPOSALS
Mississippi Schools for the Deaf and the Blind
Food Service Management Services

Mississippi Schools for the Deaf and the Blind (MSDB) is soliciting competitive sealed proposals from qualified vendors for Food Service Management Services

There are no plans to change the approach to delivery of food services. The normal style of food service is cafeteria. Both schools participate in the National School Lunch, School Breakfast, After-School Snack and Food Distribution Programs.

The daily activities at the school are under the administration of a superintendent. The Director of Finance and Operations is the administrator of the Food Service Contract.

The schools provide specialized instruction for students who are hearing impaired and visually impaired. The enrollment for the two schools is expected to remain stable; therefore, the meal counts provide in the Budget Summary of the RFP reflect anticipated enrollment for the 2024-2025 school year. A 2024-2025 school calendar is attached.

1. REQUEST FOR INFORMATION

Questions concerning the solicitation should be sent to:

Alison Bradford
Director of Finance & Operations
1403 Eastover Drive
Jackson, MS 39211

Email: alison.bradford@msdbk12.org

The deadline for submitting written questions by email is **Wednesday, March 20, 2024, by 5:00 p.m.** Copies of all questions submitted, and the responses shall be posted to the MSDB website www.msdbk12.org under the Public Notices section and shall be available to the general public on **Friday, March 22, 2024, by 5:00 p.m.** **Questions and answers shall become part of the final Contract as an attachment and written responses provided for the questions are binding.**

2. SITE VISIT

The site visit for all interested Offerors will be held on **Monday, April 1, 2024, at 9:00 a.m.** at the MSDB Cafeteria, 1403 Eastover Drive, Jackson, Mississippi 39211. Please contact Alison Bradford at alison.bradford@msdbk12.org for any questions and to inform that you would like to participate in the site visit.

3. DUE DATES FOR PROPOSALS

The sealed proposals shall be received by **5:00 p.m. Central Time (CT) on Friday, April 5, 2024,** detailed in the Instructions for Delivery listed below:

2.1 INSTRUCTIONS FOR DELIVERY

Proposals shall be submitted in writing and be submitted in three-ring binders with components of the solicitation clearly tabbed. The Offeror shall submit binders as follows:

- One (1) binder for an **unredacted** version of the proposal marked **original**. The **unredacted** copy of the entire proposal must be received with vendor identifying information and shall be for the use and files of the MSDB only.
- **Five (5) binders must be received in two (2) SECTIONS and LABELED Redacted and Unredacted.** The Technical Factor – (REDACTED) must be marked as **EVALUATION**. The Technical Factors must be received **without** identifying information in **Part I, Part II, and Part III**. The Management and Cost Factors (UNREDACTED) must be received **with** identifying information in **Part IV Part V, Part VI, Part VII and Part VIII**. (See Section N Format and Procedure for Delivery of Proposals on page 14)
- In addition, one (1) USB shall clearly mark the name of the vendor and provide a single document in a **searchable** Microsoft Word or Adobe Acrobat (PDF) format according to the instructions above for the redacted version only.

Hand Deliver SEALED Proposals:

Keshia Magee Sanders, Business Operations
Mississippi Schools for the Deaf and the Blind
1403 Eastover Drive
Jackson, Mississippi 39211
(DO NOT OPEN)

Ship Proposals to: (FedEx UPS, etc.)

Keshia Magee Sanders, Business Operations
Mississippi Schools for the Deaf and the Blind
1403 Eastover Drive
Jackson, Mississippi 39211
(DO NOT OPEN)

Pursuant to Mississippi Code Annotated §§ 27-104-7 and 31-7-401 through 31-7-423, the State of Mississippi requires a blind evaluation of certain factors not requiring knowledge of the name of an offeror. The person designated to create the Register of Proposals shall create a list of all Offerors to present to the Evaluation Committee for conflict-of-interest certification purposes. This list shall only include the name of the Offeror without any corresponding identifying information which would affect the blind evaluation of factors not requiring knowledge of the name of the Offeror.

Restrictions on Communications with the Office of Procurement

From the issue date of this solicitation until a Contractor is awarded a contract, Offerors and/or their representatives shall restrict communication with any Office of Procurement staff regarding this procurement.

4. RESPONSIVENESS AND RESPONSIBILITY OF THE OFFEROR

- Ensure that competitive proposals are delivered to the Office of Procurement by the deadline of 2:00 p.m. and assume all risks of delivery.
- At the time of receipt of the proposals, the proposals shall be date stamped and recorded in the Office of Procurement.
- Proposals and modifications received in the room after the time designated in the solicitation shall be considered **late** and shall not be considered for award.
- Incomplete proposals shall not be evaluated and shall not be returned for revisions. No faxed or emailed copies shall be accepted.
- Proposals that do not include the required number of copies shall not be evaluated.
- Proposals/ that do not include one (1) USB clearly marked with the name of the vendor to provide a single document in a **searchable** Microsoft Word or Adobe Acrobat (PDF) format according to the instructions above for the **redacted** version only shall not be evaluated.
- The Proposals/ transmittal form and all required forms must be signed in blue ink by an authorized official to bind the Offeror to the proposals provisions and must be included.
- The Offeror is responsible for ensuring that the **Technical Factors shall have no identifying information, logos, watermarks, etc.** If this is not followed, then that Offeror shall be immediately rejected as non-responsive.

5. SCOPE OF WORK AND RESPONSIBILITIES

The Mississippi Schools for the Deaf and the Blind is seeking proposals for a scope of work and specific responsibilities stated below:

- 1) Preparation and service of food to students and school employees in accordance with the description of food service menu style described in this RFP.
- 2) The daily menus shall meet the 2010 Guidelines for Americans. Section 9 of the national School Lunch Act mandates that school lunches and school breakfasts provide one-third and one-fourth of the daily recommended dietary allowances (RDAs) and energy allowances, respectively, when averaged over a week. The RDAs reflect nutrient intake levels that meet the needs of the most children by targeting nutrient levels needed not only to prevent nutrient deficiencies, but also to reduce the risk of chronic disease. The nutrient standards are found in 7 CFR 210.10(c) and 7CFR 220.8 and (c).
- 3) With prior approval of the appropriate superintendent, the offeror may be requested to provide special meals for the schools that are outside the scope of this RFP. If so, the charge for these meals will be negotiated prior to the event and the charge for these special means will be invoiced separately.
- 4) The charge for adults for eating shall be the same charge as for student meals. Adults will pay the offeror, and the collections shall remain the property of the offeror. MSDB shall not assume any liability for the uncollected adult sales. Portion sizes for adult meals served during regularly scheduled meals shall be no less than 125% of the portion sizes for high school students.

- 5) The offeror shall serve guests and charge as indicated in number 4 above; however, some guests may have guest tickets that will entitle them to eat at the expense of the MSDB. These guest tickets will be signed and dated by the superintendent and shall be turned in with the invoice.
- 6) The offeror shall take the daily meal counts and shall provide the Director of Finance & Operations with the information needed to file monthly claims for reimbursement with the Office of Child Nutrition (OCN). Meal counts can be calculated manually or electronically.
- 7) The offeror must have an adequate number of personnel to serve all meals to students on both campuses within the time limits scheduled for each school's meal periods.
- 8) The offeror shall provide meals for the Extended School Year program for both Mississippi School for the Deaf and Mississippi School for the Blind. The dates for the Extended School Year are determined prior to the end of the school year.
- 9) The washing of dishes, trays, pots, pans, utensils, and the cleaning and sanitation of food equipment, counters, serving lines, dining room tables and tablecloths, kitchen floors and walls, and routine housekeeping in the kitchen, dining room and storage areas used by the offerors including the cleaning of floors and walls in these areas, shall be the responsibility of the offeror. The offeror will be responsible for monthly cleaning of the vent-a hood filters.
- 10) The offeror shall provide clearly distinguishable labels on the serving line for all menu items. MSB will prepare and provide Braille labels for the menu items.
- 11) After each meal service, the offeror shall place all garbage and trash in appropriate containers and place in an area designated by the schools for removal.
- 12) Twice weekly, the offeror shall hose down the receptacles in which all trash and garbage are placed with disinfectant. The "hose down" area shall be cleaned by the offeror during the twice-weekly cleaning of the receptacles.
- 13) The record of foods produced, and donated foods used shall be maintained by the offeror in the format prescribed by the Mississippi Department of Education - Office of Child Nutrition or MSDB. Such records must be maintained on site for a period of three (3) years plus the current year, or as long as required to resolve open audits. All records must be available to the Schools for the Deaf and the Blind immediately upon request.
- 14) All requests for information or responses to food orders as necessary for the schools to take full advantage of the donated foods offered shall be the responsibility of the offeror.
- 15) The offeror shall provide MSDB with an Office of Child Nutrition (OCN) certified manager and a Qualified Food Operator (QFO) who is SERV safe Certified on site during all food service operations.
- 16) The offeror shall utilize the recommendations of the Advisory Board comprised of parents, teachers, and students as well as the MSDB School Health Council to increase student satisfaction whenever possible.
- 17) The offeror shall agree to utilize the MSDB owned equipment and facilities in a good and proper manner and shall keep the same in a state of cleanliness to ensure strict compliance with the Health Regulations of the State of Mississippi.
- 18) Repairs to expendable and nonexpendable equipment or physical facilities due to the negligence of the offeror, its employees or agents shall be the sole responsibility and expense of the offeror. On termination of the contract, the offeror shall restore all equipment furnished to the same condition (except for wear from normal use) as when originally made available.
- 19) Costs which the offeror should consider in the per meal charge, since the cost will be paid by the offeror are as follows:
 - a) Food and beverages.
 - b) Salaries and on-site personnel employed by the offeror.
 - c) Fringe benefits of on-site personnel employed by the offeror.

- d) Delivery and storage fees for donated foods received by MSDB.
- e) All paper and cleaning supplies are utilized in the food preparation, services, dining area, and sanitation area.
- f) Product and public liability insurance.
- g) Fire and theft insurance for offeror or offeror personnel or agents' personal property.
- h) Any applicable taxes and fees.
- i) Decorations for the dining and food service area.
- j) Promotional materials for use in increasing student satisfaction and participation and as required by the Office of Child Nutrition per federal guidelines.
- k) The value of any donated food to be provided by MSDB for use of the offeror. (A credit for this monthly value will be taken off each invoice).
- 20) Upon termination or expiration of the contract, the offeror shall surrender all MSDB-owned expendable and nonexpendable equipment and all donated food inventory. MSDB will have already received credit for the donated food, therefore, an adjustment to the final invoice will be made for the value of the donated food.
- 21) The offeror shall provide food service in accord with all federal regulations found in 7 CFR Parts 210, 220, 245, 250, 2015 and 3016, guidance instructions and policy memorandum issued by the United States Department of Agriculture – Food and Nutrition Service, United States Office of Management and Budget circulars for federal grants and policies of the MSDB.
- 22) The offeror shall provide fire and theft insurance at its own expense to cover any risk of fire and theft on the premises of MSDB. The offeror further agrees to provide all necessary theft and/or insurance to cover clothes, garments and other articles owned by their employees.
- 23) The MSDB may request in writing the removal of an employee of the offeror who conducts himself/herself in a manner which is detrimental to the physical, mental, or moral well-being of students. The food service offeror shall immediately restructure staff to avoid a disruption of service. MSDB shall not be liable for the personnel actions of the offeror. Offeror agrees that, at all times, the employees of the offeror furnishing or performing any of the services specified under this agreement shall do so in a proper, professional and dignified manner.
- 24) All insurance required under a contract as a result of response to the RFP shall provide for notice of cancellation directly to the MSDB sixty (60) days before such cancellation occurs. The successful offeror will provide the MSDB with copies of all applicable insurance policies prior to the signing of the contract.
- 25) The offeror shall comply with the schools' free-reduced meal policy, and the application and agreement for federal funds and donated foods as approved by the Office of Child Nutrition, MSDB, shall be made a part of this contract.
- 26) The offeror shall not use the schools' facility for preparation of food to be served at any function other than a school-approved program. Exceptions may be made by approval of the MSDB superintendent after such request is made in writing.
- 27) The offeror shall have available on the premises of MSDB all supporting documentation for reports submitted to the Office of Child Nutrition. In the event of termination of the contractual agreement prior to the expiration of the record retention period specified in this RFP, copies of the supporting documentation shall be provided to the MSDB.
- 28) The offeror shall have exclusive right to provide food services (National School Lunch, School Breakfast, After-School Snack and Food Distribution Programs) for the schools.
- 29) The offeror shall provide food service for students staying on campus weekends for athletic events, homecoming, community days and other authorized school activities at the same pricing as Monday – Friday meals.

- 30) The offeror's on-site staff at MSDB must be willing to learn some sign language capability. Mississippi School for the Deaf will offer classes for "survival signing".
- 31) The offeror shall include with the response to this RFP a 21-day reimbursable breakfast and lunch cycle menu which conforms to federal guidelines. A nutrient analysis of the menu shall be provided demonstrating compliance with 7 CFR 210& 220. The Source of the nutrient database to complete the analysis shall be referenced.
- 32) The offeror shall provide an assurance, by a surety company authorized to do business in the State of Mississippi, that if selected as the successful bidder and upon award of the contract, a performance bond will be issued in the amount of \$50,000.00. Upon ten (10) days of execution of the contract and prior to the commencement of serving, the offeror shall deliver to the MSDB the executed performance bond in the amount of \$50,000.00. The performance bond will be held by the MSDB as a surety for the faithful performance by the offeror of all terms of the contract. The performance bond should be renewed annually.
- 33) The offeror shall include with the response to the RFP a list of what the offeror considers adequate supplies of expendable and nonexpendable equipment.
- 34) The offeror must maintain daily menus and production records for food items that are part of the reimbursable meal.
- 35) The offeror shall describe the monthly themed meals which are required of the contract. The menus, themes, decorations and special music or activities should be described. There shall be one lunch and one supper themed meal each month.
- 36) The USDA regulations require the schools to maintain a student, parent and teacher advisory board for the purpose of consultation in menu planning. The offeror shall describe how the advisory board will be utilized in the management of the food service program.
- 37) The offeror shall include a narrative which demonstrates the firm's understanding of the special needs of the students in a school for the blind or a school for the deaf and of operational application of the federal regulations found in 7 CFR Part 210, 220, 245 and 250.
- 38) The offeror shall provide sample catering menus with price lists for banquets, teas and receptions.
- 39) The offeror shall procure food items in accordance with all federal regulations found in 7 CFR Part 3016 & 2CFR 200, 7 CFR 210 & 220.
- 40) With the exception of the Health Department Food Service permit, the offeror shall obtain and post all other licenses, permits and other documents required by local/state/federal law. The offeror must receive a grade of "A" or "B" on all health inspections. A lower grade received will result in an inspection by representatives of the Office of Child Nutrition. The offeror must abide by all recommended changes resulting from this inspection.
- 41) The offeror shall remove all offeror's purchased food inventories from the MSDB premises at the termination of the contract.
- 42) All information needed for submission of monthly claims for the reimbursement must be provided to the Business Office at the end of each month.
- 43) The offeror shall purchase only high quality, Grade A food items. No payment shall be made for meals that are spoiled or unwholesome at the time of delivery, which do not meet the detailed specifications of the reimbursable breakfast or lunch, or that otherwise do not meet the requirements of the contract.
- 44) The offeror shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.D. 1857 {h}), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection

- Agency regulations, (40 CFR Part 15), which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.
- 45) The offeror shall include with their proposal a written training plan for all employees for kitchen safety, food safety and other applicable training.
 - 46) The offeror shall supply special diets to any students covered by FNS instructions related to meal service to handicapped and special diet students.
 - 47) The offeror will comply with the State of Mississippi's plan issued in compliance with the Energy Policy and Conservation Act.
 - 48) In compliance with Section 103 of Contract Work Hours Act, all wages must be computed on the basis of a standard 8-hour day or 40-hour work week.
 - 49) In compliance with Section 107 of the Contract work Hours Act, work in excess of the standard workday or week must be compensated at not less than one and one-half (1½) times the basic rate of pay.
 - 50) The offeror may be asked to provide additional snacks for students which shall meet or exceed After School Care Program (ASCP) minimum standards.
 - 51) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency acquisition Council and the Defense Acquisition Regulations Councils (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - 52) If applicable, Rights to Inventions Made Under a Contract or Agreement. IF the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, agreement or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 - 53) Contracts that provide for fixed fees such as those that provide for management fees established on a per meal basis are allowed. Contractual agreements with food service management companies shall include provisions which ensure that the requirements of the section are met.
 - 54) If applicable, contracts that permit all income and expenses to accrue to the food service management company and "cost-plus-a-percentage-of-cost" and "cost-plus-a-percentage-of-income" contracts are prohibited.
 - 55) All contracts shall include a termination clause whereby either party may cancel for cause with a 60-day notification.
 - 56) Any activities relating to donated foods that the food service management company will be responsible for, in accordance with 250.50(d), and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR part 250.
 - 57) Assurance that the food service management company will comply with the storage and inventory requirements for donated foods.
 - 58) A statement that extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.
 - 59) The FSMC shall comply with all wage and hour employment requirements of the federal and state laws. The FSMC shall be responsible for supervising and training personnel. FSMC personnel must pass drug screening and background checks that are acceptable to the MSDB SFA.

6. TIME FRAME

The anticipated initial contract period shall be from August 1, 2024, through July 31, 2025, with four (4) optional one-year renewals and a final period of sixty (60) months for a total of no more than sixty (60) months.

A contract shall be awarded to the vendor whose proposal is determined to be the most advantageous to the District, taking into consideration the price and the evaluation factors set forth in the solicitation.

7. TYPE OF CONTRACT

It is anticipated that this contract shall be a fixed price contract with payment made upon completion of tasks identified within the proposal.

8. CONTRACTOR DELIVERABLES

The contractor shall be responsible for all tasks and deliverables required to complete the project as described in the Scope of Work. It is anticipated that this shall include but not be limited to:

- Preparation of breakfast, lunch, supper and after-school snacks for students, staff and guests based on the MSDB school calendar approved by the MSDB.
- The quantities of food served shall be in accordance with the federal meal pattern requirements and the recommendations for the specific age group as found in 7 CFR Parts 210 and 220. MSDB uses the meal pattern under the current federal regulations.
- The USDA Food Buying Guide shall be the basis for determining the adequacy of yield for all food items.
- The Food Service Management Company (FSMC) shall purchase, to the maximum extent practicable, domestic commodities or products which are either in an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. The FSMC shall certify the percentage of the U.S. content in the products supplied to the School Food Authority (SFA). The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American Provision.
- SFAs are prohibited from entering a contact with a FSMC that provides recommendations, develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.
- The planned 21-day cycle menu presented in the response to this RFP shall be served for the first 21 days of the contract without change. The schools shall make recommended changes and approve any changes after the first 21 days.
- The contractor shall submit a monthly menu to the Director of Finance & Operations by the 15th of the preceding month in the format of the meal pattern.
- Should reimbursement for a meal be denied the schools as a result of an audit, review or for any other reason, the amount of the denied reimbursement (overclaim or questioned cost) shall be subtracted from the funds due to the contractor. Food received under the Food Distribution Program and/or purchased by the contractor shall be stored in a manner to avoid spoilage. Under the Food Distribution Program, it is necessary to monitor the temperature of food storage (dry, chilled and frozen) daily whether school is open or closed. This is the responsibility of the contractor. If failure to monitor the

temperature results in a loss due to spoilage, or if goods become unusable because they are past the expiration date, the loss that occurs is the responsibility of the contractor. In the event reimbursement is denied or a claim is established for the period covered under the contract has been terminated, the contractor shall refund the amount of denied reimbursement or claim to the MSDB.

- The Mississippi Schools for the Deaf and the Blind shall be billed for food service. The value of USDA donated commodities received during the month will be sent to the Office of Student Services in the form of a credit memo, the amount of which will be deducted from the invoice prior to payment. (The contractor shall have access to documentation for verification of this reduction).
- The contractor will ensure that the maximum amount of USDA donated foods are received and utilized by the FSMC and accrue only to the benefit of the SFA's nonprofit school food service.
- The contractor will credit the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including the value of donated foods contained in processed end products. (Contracts must include the method, documentation, and frequency by which crediting will occur and the method used to determine donated food values).
- The contractor will use all donated ground beef and ground pork products and all processed end products in the SFA's food service. The contractor will use all other donated foods or commercially purchased foods of the same generic identity or U.S. origin and or equal or better quality than the donated foods in the SFA's food service.
- The procurement by the contractor of processed end products containing donated foods will comply with the requirements of subpart C of 7 CFR Part 250 and with the provisions of applicable District or SFA processing agreements.
- The distributing District, the SFA, the Comptroller General and USDA may perform on-site reviews of the FSMC's food service operation and have access to records related to the use of donated foods.
- The contractor will maintain records to document compliance with the requirements related to the use of donated foods. Such records shall be maintained for 3 years or as long as needed to resolve audits.
- The contractor shall not subcontract USDA donated food for further processing.
- In case of a power outage that interrupts the schools' schedule, the contractor shall consult with the Director of Finance & Operations concerning the meal service. Any meals served during such power outage must meet the requirements identified under reimbursable meals.
- The contractor will be paid weekly upon submission of weekly invoices.
- The contractor is guaranteed payment for lunch served to students Monday through Friday based on the total enrollment for MSDB for those days.
- The contractor guarantees payment for supper served to students Monday through Thursday based on the combined number of residential students present for MSDB for those days.
- The contractor will be paid for Sunday evening meals based on one guaranteed number of seventy (70). If a greater number of students eat the Sunday evening meal, the contractor will be paid for the number of actual meals served.
- The contractor guarantees payment for breakfast served to students Monday through Friday based on eighty (80) percent of the total MSB and MSD minus students who are absent that day.

- The contractor will be paid for After-School Snacks to be provided Monday-Thursday based on the present total residential enrollment for MSB and MSD minus students who are absent that day.
- The meals estimated to be served in the school year 2024-2025 are based on 2024-2025 meals and snacks served for the first semester multiplied by two (2). These figures are estimates only. Actual enrollment may increase or decrease.
- If applicable, See 200.322 Procurement of recovered materials.

9. THE MISSISSIPPI SCHOOLS FOR THE DEAF AND THE BLIND

The specific responsibilities of the MSDB are as stated below:

- Provide a contact person to work with the contractor to ensure quality control.
- Review and approve timeframes and work plans.
- Provide available information to assist the contractor.
- Preparation of the free and reduced-price meal policy.
- The School Food Authorities contracting for meals must designate at least one employee paid by the school food authority as the liaison person responsible for the school food authority's compliance with school food service regulations and policies. This person will maintain MSDB Child Nutrition Program Certification.
- Preparation of the monthly claim for reimbursement and signature authority on the claim.
- Development, distribution and collection of parent letters and applications for free and reduced-price meals.
- Determination of eligibility for free and reduced-price meals and the conduct of any hearing related to such determinations.
- Verification of applications for free and reduced-price meals.
- Control of the school food service account and overall financial responsibility for food service programs.
- Title to United States Department of Agriculture (USDA) donated foods.
- Approval of the menu cycles and changes in the menu cycle.
- Monitoring responsibility under OCN, MSDB and other applicable agencies and regulations.
- Establishment and maintenance of an advisory board comprised of parents, teachers, and students to assist in menu planning.
- Maintenance of applicable health certifications and assurance that all state and local regulations are being met by the contractor preparing or serving meals at an SFA facility.
- Assurance that the maximum amount of USDA donated foods are received and used by the contractor and accrue only to the benefit of the SFA's nonprofit school food service account.
- Control of the quality, extent and general nature of the food service.
- Responsibility for all contractual agreements entered into in connection with the school meal programs.
- Responsibility for ensuring resolution of program review and audit findings.
- At the time of contract signing, MSDB shall provide an itemized inventory of all items furnished by the MSDB, including miscellaneous kitchen items, to be made part of the contract. An authorized representative of both parties shall certify the inventory as correct. The MSDB shall be reimbursed for the value of the Donated Food Inventory.
- At the termination of the contract, the contractor shall remove all contractor trash and purchased food inventories for the MSDB premises.

- The MSDB authorized personnel shall have unlimited access, with or without notice to the contractor, to all areas used by the contractor.
- The MSDB reserves the right, at its sole discretion, to sell or dispense any food or beverage in compliance with the Competitive Food Rule which prohibits the sale of food in competition with food services one hour before and during breakfast and lunch.
- Costs to be paid by the MSDB are as follows:
 1. Electricity, gas, and water
 2. All expendable equipment
 3. Replacement of nonexpendable equipment
 4. Repair and maintenance of all physical facilities
 5. Removal of all trash and garbage from the area to be designated by the schools
 6. Fire insurance for state-owned equipment and facilities
 7. Cost of twice-annual cleaning for the vent-a-hood system
- Signature authority on the SFA-USDA agreement, the application to participate in the NSLP/SBP, the free and reduced-price policy statement and the monthly claim for reimbursement.
- Approval of all program and non-program meals and a la carte prices.
- Changes to the 21-day cycle menu after the first 21 days of meal service.
- Monitoring responsibilities under program regulations (210.8(a)), 7 CFR 220, 11(d) (I).
- The SFA, USDA, state distributing agency and Comptroller General shall have access to all records directly pertinent to programs.
- Review and approval of timeframes and work plans.
- Provide available information to assist the offeror.
- Obtain written approval of invitations for bids and requests for proposals before their issuance when required by the District. The school food authority must incorporate all District required changes to its solicitation documents before issuing those documents.
- Ensure that the State Board of Education has reviewed and approved the contract terms and that the school food authority has incorporated all SBE required changes into the contract or amendment before any contract or amendment to an existing food service management company is executed. Any changes made by the school food authority or a food service management company to a District pre-approved prototype contract or District approved contract term must be approved in writing by the State agency before the contract is executed. When requested, the school food authority must submit all procurement documents, including responses submitted by potential contractors, to the District, by the due date established by the District.

10. MANAGEMENT RESPONSIBILITIES OF PERSONNEL AND ADMINISTRATION

Except where expressly provided otherwise herein, each party shall bear its own cost incurred in performing its responsibilities hereunder. The contractor shall provide one person who shall be responsible for all activities required to fulfill said contract. This individual shall be invested with the authority to make decisions and commitments on behalf of the contracted party during the performance of the solicitation.

The MSDB shall also designate one representative who shall act as the primary contact for this office. This representative shall be responsible for conferring with all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the solicitation.

11. MEMORANDUM OF UNDERSTANDING

The execution of a Memorandum of Understanding (MOU) shall be required prior to the release of any student level data by the Mississippi Schools for the Deaf and the Blind. Failure to adhere to the provisions of the MOU may result in termination of the contract and/or may result in denial of subsequent renewal requests.

12. ETHICS

In compliance with State law, Contractor who is employed by a public entity agrees to make arrangements with his/her employer to take the appropriate leave (annual, professional, compensatory, etc.) during the period of service covered by this contract. The Contractor also agrees not to utilize resources of the public employer to perform the services pursuant to this contract. Prior to execution of this contract, Contractor must submit to the MSDB a Certification (on the MSDB form) executed from his/her employer whereby the public employer acknowledges that it is aware of its employee working for the MSDB.

13. TERMINATION IN EVENT OF EMPLOYMENT

Contract shall be terminated immediately if Contractor becomes an employee of the MSDB and is only subject to payment of services prior to effective date of employment at the MSDB.

14. AVAILABLE BUDGET

Because of the scope of this project, we believe it should be possible for different proposers to arrive at vastly differing estimates of resources required. It is anticipated that this shall allow the proposers to explain exactly what the District shall receive for this amount of funds and shall allow evaluators to determine the best proposals based upon the qualifications and the description of what the District shall receive in exchange for this amount.

15. FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSALS

The proposal shall consist of eight parts **TECHNICAL FACTORS REDACTED** Part I – Proposal Management Summary; Part II – Production; Part III – Additional Data; **MANAGEMENT FACTORS UNREDACTED** Part IV - Corporate Experience and Capacity; Part V – Personnel; Part VI – Resumes; Part VII – Cost Data; VIII – Acceptance of Conditions and Signed Attachments. Modifications or additions to any portion of the procurement document may be cause for rejection of the proposal.

The proposal shall be prepared in black ink with a 12-point font with single spacing; bound with no staples, clips or rubber bands; and in a three-ring binder.

Each page of the **original proposal** and all attachments shall be identified with the name of the Offeror.

The five (5) copies shall consist of the eight parts as follows and instructed:

TECHNICAL FACTORS: WITHOUT VENDOR EVIDENCE (40 points)

- **Part I** is a cover letter that shall be submitted as the **Management Summary** to provide the MSDB with the underlying philosophy of the firm for providing the specified service. (5)
- **Part II** is the **Production** Proposals/ that shall provide a detailed plan describing how the services shall be performed to meet the requirements of the solicitation. The plan and description should encompass Part I and Part III of this solicitation. The proposals must be prepared and organized in a clear and concise manner that is easily understandable. The proposal shall address the tasks to be accomplished, processes to be undertaken to accomplish those tasks and a proposed timeline for completion. Examples of materials that demonstrate the quality of work completed by the vendor on similar projects should be included. (20)
- **Part III** is the **Additional Data** section which shall provide any additional information that shall aid in evaluation of the response. (15)

MANAGEMENT FACTORS: WITH VENDOR EVIDENCE (100 points)

- **Part IV** is the **Corporate Experience and Capacity**, which shall provide satisfactory evidence of the vendor's years of experience, capability to manage and coordinate the types of activities and provide the services described in this solicitation in a timely manner, and a statement on the extent of any corporate expansion required to handle the service. Special attention should be given to the qualifications listed in the Qualifications Section on page 18 of this solicitation. A discussion shall include a description of the vendor's background and relevant experience as related to the described activities. A description and details of the relevant experience shall be included. Samples of previous work may be included as well as letters of recommendation from current customers. (40)
- **Part V** is **Personnel** which shall provide resumes of all those who shall be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operations of the contract. (25)
- **Part VI** is the **References** section which shall provide at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, length of the contract, a brief summary of the work, and the name of and telephone number of a responsible contact person. (35)

BUDGET: WITH VENDOR EVIDENCE (40 points)

- **Part VII** is the **Cost Data** that shall include the cost must encompass all requirements of this solicitation. In order to be considered, vendors must submit a proposal that includes the budget narrative that addresses all costs for services, expenses, and products specified in the solicitation. The cost data IS BINDING but is subject to BEING NEGOTIATED DOWN if your firm is chosen as a finalist. The MSDB shall not pay any costs above this amount. A detailed budget narrative shall be included. This shall include the number of personnel proposed to be assigned to the contract and the total estimated

cost of the labor portion of the contract (include a sample chart). Identify all non-labor costs and their estimated totals. Indirect costs shall not be allowed. The budget narrative should include all costs associated with the project. If a unit price shall be given for each service, the unit price shall be the same throughout the proposal. The Budget Summary form shall be completed and shall accompany the proposal as **Attachment C**.

OTHER: WITH VENDOR EVIDENCE

- **Part VIII** is the **Acceptance of Conditions and Signed Attachments** section where the Vendor shall indicate agreement with the terms and conditions as set forth beginning on page number 35 of the solicitation. If the Vendor objects to any of the terms and conditions, the Vendor shall so state and shall indicate any revisions desired by the Vendor. Please note that any revisions may be considered adequate cause for rejection of the proposal. Signed documents for **Attachments A-D** shall encompass this section.

It is the responsibility of the Offeror to separate the information marked Technical (unmarked) and Management (marked) for submission to the Office of Procurement. This information is outlined in detail in Section N. **FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSAL**.

16. ACCEPTANCE OF PROPOSALS

The Mississippi Schools for the Deaf and the Blind reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the **solicitation**, which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impacts the interest of the Department. Waivers, when granted, shall in no way modify the **solicitation** requirements or excuse the party from full compliance with the solicitation specifications and other contract requirements if the party is awarded the contract.

17. REGISTRATION WITH MISSISSIPPI SECRETARY OF STATE

By submitting a proposal, the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it shall do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

18. REJECTION OF PROPOSALS

Any proposal shall be rejected in whole or in part when it is determined to be in the best interest of the District. Reasons for rejecting a proposal include, but are not limited to:

1. The proposal contains unauthorized amendments to the requirements of the solicitation.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous.
4. The proposal/transmittal form is not signed by an authorized representative.
5. The proposal contains false or misleading statements or references.
6. The Offeror is determined to be non-responsive.
7. The proposal ultimately fails to meet the announced requirements of the District in some material aspect.
8. The proposal price is unreasonable.

9. The products or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the solicitation.
10. The proposal was received late. Late proposals shall be maintained unopened in the procurement file.
11. The proposal included vendor specific information or evidence.
12. The Offeror did not include a USB with the name of the vendor to provide a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format.
13. The Offeror has filed bankruptcy, been implicated in fraud, or been debarred.
14. The Offeror did not perform prior services in a proper, workmanlike, and/or dignified manner.
15. The Offeror currently owes the District money.

18.1 EXCEPTIONS:

The MSDB reserves the right to reject any and all proposals, to negotiate with the best proposed Offeror to address issues other than those described in the proposal, to award a contract to other than the low Offeror, or not to make any award if it is determined to be in the best interest of the MSDB.

19. DISPOSITION OF PROPOSALS

All submitted proposals become the property of the Mississippi Schools for the Deaf and the Blind and shall not be returned to Offeror.

20. CONDITIONS OF SOLICITATION

The release of the solicitation does not constitute an acceptance of any offer, nor does such release in any way obligate the MSDB to execute a contract with any other party.

The Offeror shall assure compliance with the following conditions of solicitation:

1. Any proposal submitted in response to the solicitation shall be in writing.
2. The MSDB accepts no responsibility for any expense incurred by the Offeror in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Offeror.
3. The award of a contract for any proposal is contingent upon the following:
 - Favorable evaluation of the proposal,
 - Approval of the proposal by the Mississippi Schools for the Deaf and the,
 - Successful negotiation of any changes to the proposal as required by the MSDB,
 - The State Board of Education approval.
4. Likewise, the MSDB also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services, or prices. Therefore, all parties are advised to propose their most favorable terms initially. Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for the award for the purpose of clarification to assure full understanding of,

and responsiveness to, the solicitation requirements, but proposals may be accepted without such discussions.

5. The MSDB reserves the right to cancel this solicitation when it is determined in writing to be in the best interest of the District.
6. The RFP, its amendments, the offeror's proposal and the Best and Final Offer shall constitute the contract.
7. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for receipt of proposals at the place designated for receipt is late. No late proposal, late modification, or late withdrawal shall be considered unless receipt would have been timely but for the action or inaction of District personnel directly serving the procurement activity.
8. Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the form Amendment B with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the Mississippi Schools for the Deaf and the Blind by the time and at the place specified for receipt of proposals.
9. The Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit an offer, or the methods or factors used to calculate the Offeror's prices.
10. The Offeror shall submit in writing any trade secrets or other proprietary data contained in the proposal which the Offeror wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code. Offer must complete Attachment C with the proposal identifying any such information.

21. QUALIFICATIONS

The Offeror shall provide the following minimum information:

- The name of the Offeror, the location of the Offeror's principal place of business and, if different, the place of performance of the proposed contract;
- The age of the Offeror's business and average number of employees over a previous period of time, as specified in the solicitation;
- The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
- A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the solicitation; and,
- A plan giving as much detail as is practical explaining how the services shall be performed.

22. CRITERIA FOR EVALUATION OF PROPOSALS

The MSDB shall ensure fair and equitable treatment of all persons and Offeror's in regard to the evaluation process. The process provides for the selection of the best Offeror in accordance with State and Federal laws and regulations.

The MSDB reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the MSDB.

Proposals submitted by the specified time and containing the eight parts described in the Format and Procedure for Delivery of Proposal section shall be evaluated by an Evaluation Committee selected by the MSDB.

The specific criteria that shall be used in evaluating the merits of the solicitation are listed below. The criteria are weighted to yield a total of 100 points and shall include the following:

A. TECHNICAL FACTORS (Proposed Methodology) – (30 Points)

1. Menus, nutrient analysis, and food specifications submitted in the response to the prescribed menu system. (15 points)
2. Plans for the once per month special occasion meals submitted with the response to the RFP. (5 points)
3. Proposed use of the student, parent and teacher advisory board in menu planning and product testing. (5 points)
4. Demonstration in narrative the firm's understanding of the special needs (as related to providing food service) of visually and hearing-impaired students. Further the narrative should demonstrate the firm's understanding of the operational issues related to the implementation of the federal regulations found in 7 CFR Parts 210, 220, 245, 250 and 3016. (5 points)

B. MANAGEMENT FACTORS – (30 Points)

1. Equipment, facilities, to perform the services currently available or demonstrated to be made available at the time of contracting.
2. Ability to demonstrate performing the services as reflected by technical training and education, general experience, specific experience to provide the required services, and the qualifications, abilities and duties of personnel proposed to be assigned to perform the services.
3. References and history of performing work.

C. COST FACTORS – (40 points)

Budget (Reasonableness of cost) – Lowest bottom-line cost offered by any offeror. A formula will be applied to determine the points awarded to each offeror. Points will be given on the offeror's costs in relation to the low bid and the appropriateness of the offeror's cost to

administer and deliver the program. A formula shall be applied to determine the points awarded to each Offeror. Points shall be given based on the Offeror's costs in relation to the lowest offer. Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for an award. Likewise, the MSDB also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of proposed terms, services, or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

Awards shall be made to the responsive and responsible Offeror whose proposal is determined to be the most advantageous to the District, taking into consideration the price and the evaluation factors set forth. Results of the evaluation and the recommendation of the evaluation team shall be forwarded to the State Board of Education.

23. PRE-CONFERENCE

A pre-conference shall not be held for this procurement.

24. ORAL PRESENTATIONS

An oral presentation shall not be held for this procurement.

25. ACKNOWLEDGMENT OF AMENDMENTS

Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment form with the proposal. The acknowledgement must be received by the MSDB by the time and at the place specified for receipt of proposals.

26. NOTICE OF INTENT TO AWARD

Award shall be publicly posted on the MSDB's website and award notices. After public posting, the MSDB shall notify in writing to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the District taking into consideration evaluation factors set forth in the solicitation. The notice of intended Contract award shall be sent by written confirmation to the winning Offeror. Unsuccessful Offerors shall be notified in the same manner after the award has been accepted or declined.

27. POST-AWARD VENDOR DEBRIEFING

Vendors shall be given the opportunity to request a debriefing. Upon notification of intent to award or notification of unsuccessful Offeror, vendor shall have three (3) business days to request a post-award debriefing in writing, by U.S. mail or electronic submission. At a minimum, the debriefing should occur within four (4) business days after receipt of the vendor request. The debriefing shall include the following:

- (1) Evaluation of significant weaknesses or deficiencies in the proposal;
- (2) Overall evaluated cost or price and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- (3) Overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- (4) Summary of the rationale for award; and

- (5) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

28. RIGHT TO PROTEST

A. Interested Party means an actual or prospective Offeror that may be aggrieved by the solicitation or award of a contract, or by the protest.

B. Protestor means any actual or prospective Offeror who is aggrieved in connection with the solicitation or the award of a contract who files a protest.

C. Special Assistant Attorney General shall mean the individual assigned by the Attorney General to provide legal assistance to the District.

28.1 Procedures for Filing Protests

Protestors should seek resolution of their complaints initially with the office that issued the solicitation.

Any actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may protest to the Superintendent and provide a copy to the State Board of Education. The protest shall be submitted in writing within seven (7) calendar days of the award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation.

A protest is considered filed when received by the Agency head. Protests filed after the seven (7) day period shall not be considered.

To file a protest directly to the State Board of Education, the aggrieved party shall file a protest with the State Board of Education within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than seven (7) days of the solicitation posting or award.

28.2 Content of Protest

The written protest letter shall contain:

- (1) The name and address of the protester;
- (2) An appropriate identification of the procurement, the procurement number and if a contract has been awarded;
- (3) An explanation of the specific basis for the protest;
- (4) The protesting Offeror must provide facts and evidence to support the protest;
- (5) Provide a statement of reason for the protest, supporting exhibits, evidence, or documents to substantiate any claim unless not available within the filing time in which case the expected availability date shall be indicated;
- (6) Place protest letter in an envelope clearly marked "Protest"; and
- (7) A protest is considered filed when received by the MSDB, or designee. Protests filed after the seven (7) calendar days shall not be considered.

28.3 Protest Decision

The MSDB in collaboration with the Special Assistant Attorney General shall promptly issue a decision in writing. The decision shall:

- (a) state the reason for the action taken; and
- (b) inform the protestant of its right to administrative review.

29. AUDIT

The MSDB may conduct random audits to monitor Contractor performance. There shall be no restrictions on the right of the State or Federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services and reasonableness of their cost. Pursuant to 31 U.S.C. § 3731(b)(2), claims may be brought up to ten (10) years after the date on which a violation is committed. The right to audit exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

30. PERFORMANCE BOND

Within ten (10) days of execution of contract and prior to commencement of services under this agreement, Contractor shall provide the Mississippi Schools for the Deaf and the Blind with a Performance Bond in the amount of this agreement, which bond shall be maintained for the prompt and faithful performance of all Contractor's obligations under this agreement by a surety or sureties that are acceptable to the Mississippi Schools for the Deaf and the Blind.

31. STANDARD TERMS AND CONDITIONS –

Certain terms and conditions are required for contracting. Therefore, the Offeror shall assure agreement and compliance with the following standard terms and conditions.

1. ACCESS TO RECORDS

Contractor agrees that the MSDB, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the MSDB authorizes their earlier disposition. Contractor agrees to refund to the MSDB any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

2. ANTI-ASSIGNMENT/SUBCONTRACTING

Contractor acknowledges that it was selected by the District to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. The contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the District, which the District 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 District of any subcontract shall be deemed in any way to

provide for the incurrence of any obligation of the District 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 District may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

3. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law, provisions, and any litigation with respect thereto shall be brought in the courts of the District. The Contractor shall comply with applicable federal, state, and local laws and regulations.

4. AUTHORITY TO CONTRACT

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

5. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MSDB to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MSDB, the MSDB shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MSDB of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

6. BOARD APPROVAL

It is understood that this contract is void and no payment shall be made in the event that the Mississippi Schools for the Deaf and the Blind and/or the State Board of Education does not approve this contract.

7. COMPLIANCE WITH LAWS

Contractor understands that the MSDB 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 shall strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement

shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

8. CONTRACTOR PERSONNEL

The Mississippi Schools for the Deaf and the Blind 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 Mississippi Schools for the Deaf and the Blind rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Mississippi Schools for the Deaf and the Blind in a timely manner and at no additional cost to the Mississippi Schools for the Deaf and the Blind. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

9. COPYRIGHTS

Contractor agrees the MSDB shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants the MSDB a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Contractor further agrees that all material produced and/or delivered under this contract shall not, to the best of Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any infringement claims or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

10. DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that it:

(1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

(2) has not, within a three year period preceding this proposal or qualification, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

(3) has not, within a three year period preceding this proposal or qualification been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

(5) has not, within a three year period preceding this proposal or qualifications had one or more public transactions (federal, state, or local) terminated for cause or default.

11. DISCLOSURE OF CONFIDENTIAL INFORMATION

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

12. E-VERIFICATION

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

(1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(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 for up to one (1) year; or,

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

13. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the District shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

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

14. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the members of the Mississippi Board of Education, the MSDB, and its commission 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 District's sole discretion, 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 District. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the District shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the District's concurrence, which the District shall not unreasonably withhold.

15. INDEPENDENT CONTRACTOR

The Contractor shall perform all services as an independent contractor and shall at no time act as an agent for the State. No act performed or representation made, whether oral or written, by Contractor with respect to third parties shall be binding on the MSDB.

16. INDEPENDENT PRICE DETERMINATION

The Contractor certifies that the price submitted was independently arrived at without collusion.

17. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

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

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

18. LEGAL AND TECHNICAL SUPPORT

Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. Contractor shall consult with the MSDB concerning its implementation of the requirements of this section. In the event of a challenge in which the validity or reliability of the use of an assessment developed under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), Contractor shall cooperate with the MSDB and/or the State of Mississippi in the defense of the assessment and shall provide reasonable technical and legal support with regard to Contractor's activities under this contract without additional charges to the MSDB or the State.

19. MODIFICATION OR RENEGOTIATION

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

20. PRICE ADJUSTMENT

(1) Price Adjustment Methods. Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

- (a) by agreement on a fixed price adjustment before commencement of the additional performance;
- (b) by unit prices specified in the contract;
- (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or
- (d) by the price escalation clause.

(2) Submission of Cost or Pricing Data. Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 to the Mississippi Schools for the Deaf and the Blind for review as soon as

21. PERSONNEL

Contractor agrees that, at all times, the employees of contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

22. REPRESENTATION REGARDING CONTINGENT FEES

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

23. REPRESENTATION REGARDING GRATUITIES

The Offeror, or Contractor represents that it has not violated, is not violating, and promises that it shall not violate the prohibition against gratuities set forth in Mississippi Administrative Code, Chapter 6 - Ethics In Contracting For Personal And Professional Services, Section 12-9-6-204 (Gratuities).

24. STOP WORK ORDER

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

25. TERMINATION FOR CONVENIENCE

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

26. TERMINATION FOR DEFAULT

- (1) **Default.** If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as shall ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the MSDB Superintendent or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the MSDB Superintendent or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the MSDB Superintendent or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the MSDB Superintendent or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the MSDB Superintendent or designee, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the MSDB has an interest.
- (3) **Compensation.** Payment for completed services delivered and accepted by the District shall be at the contract price. The District may withhold from amounts due Contractor such sums as the MSDB Superintendent or designee deems to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders and to reimburse the MSDB Superintendent or designee for the excess costs incurred in procuring similar goods and services.
- (4) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the MSDB Superintendent or designee

within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the District and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the MSDB Superintendent or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the District under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). "Termination for Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- (5) **Erroneous Termination for Default.** If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the MSDB, be the same as if the notice of termination had been issued pursuant to such clause.
- (6) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

27. TERMINATION UPON BANKRUPTCY

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

28. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

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

29. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this

contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, shall be redacted.

30. UNSATISFACTORY WORK

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

Tentative Timeline
Food Service Management Services for
the Mississippi Schools for the Deaf and the Blind

3/11/2024	Release
3/11/2024 and 3/18/2024	Advertisement dates in The Clarion Ledger
3/11/2024	Post to the MSDB website
3/20/2024	Deadline for questions
3/22/2024	Deadline for MSDB response to questions and posting to MSDB website
4/1/2024	MSDB Site Visit
4/5/2024	Solicitation due by 5:00 p.m. Central Time (CT) to Procurement
4/10/2024	Proposal opening
4/10/2024	Evaluation of solicitations and presentations
5/17/2024	Notice of intent to Award
8/01/2024	Contract start date

ATTACHMENT A

**TRANSMITTAL FORM
Food Service Management Services for
the Mississippi Schools for the Deaf and the Blind**

Name of Offeror: _____

Contact Person: _____

Title: _____

Location of Offeror's Principal Place of Business:

Location of Place of Performance (if different from above):

Phone Number: _____ Email: _____

Mailing Address: _____

By my signature below, I hereby represent that I am authorized to and do bind the Offeror to the provisions of the attached proposal or qualification. I have thoroughly read and understand this solicitation and the attachments herein. I agree to perform the specified personal and professional services in accordance with provisions set forth in the solicitation. I fully understand and shall assure compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the solicitation I shall secure, at my own expense, applicable personnel who shall be qualified to perform the duties required under this solicitation. Furthermore, I am fully aware of the evaluation criteria to be utilized in awarding the contract.

Authorized Signature

Date

Proposal Due Date: 4/5/2024 by 5:00 p.m. Central Time (CT)

**Mississippi Schools for the Deaf and the Blind
ATTENTION: Keshia Magee Sanders
Food Service Management for the
Mississippi Schools for the Deaf and the blind
See Page 5 for delivery address**

ATTACHMENT B

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

PROPRIETARY INFORMATION

The enclosed proposal or qualification **does () or does not ()** contain trade secrets or other proprietary data which the Offeror wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code.

If the enclosed proposal does include pages that the Offeror wishes to designate as proprietary, please list page numbers below.

Title of Solicitation

Offeror's Name

Date

Note: Please be sure to check or circle the applicable word or words provided in Attachment B and C above. Failure to check the applicable word or words and to sign the form shall result in being rejected as nonresponsive. Modifications or additions to any portion of this document may be cause for rejection of award.

ATTACHMENT C

CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the qualification to which is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

CONTINGENT FEES FORM

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

REPRESENTATION REGARDING GRATUITIES

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

ACKNOWLEDGEMENT OF AMENDMENTS

I acknowledge all amendments, if any, to this solicitation.

Responses to questions shall be treated as amendments to the solicitation and shall require acknowledgment.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

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

FEDERAL DEBARMENT CERTIFICATION:

I hereby certify that Contractor is not on the list for federal debarment on www.sam.gov – System for Award Management.

STATE OF MISSISSIPPI DEBARMENT CERTIFICATION:

I hereby certify that Contractor is not on the list for debarment on www.sos.ms.gov for doing business with the State of Mississippi or with any Mississippi State Agency.

PARTNERSHIP DEBARMENT CERTIFICATION:

I hereby certify that all entities who are in partnership through this contract or grant with the Mississippi Department of Education (MSDB) (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MSDB.

Title of Solicitation

Offeror's Name

Date

ATTACHMENT D
BUDGET SUMMARY FORM

Date Proposal Submitted: _____

Name of Company Submitting Proposal: _____

Company Mailing Address: _____

Charges for each meal shall be as follows:

Mississippi Schools for the Deaf and the Blind
 Regular and Extended School Year

<u>Per Meal Charge</u>	<u>Estimate for 2024/2025</u>	<u>Total Cost</u>
Breakfast	21,600	\$ _____
Lunch	21,600	\$ _____
Supper (M-Th)	13,500	\$ _____
Supper (Sun)	13,500	\$ _____
K-3 Snack	No Estimate	\$ _____
ASCP Snack	21,600	\$ _____

ATTACHMENT E

2024-2025 MSDB School Calendar

July 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Mississippi Schools for the Deaf and the Blind

July 4	Independence Day
July 25	New Staff & Mentor/Mentee Training
July 26-31	Professional Development Days
Aug 1	First Day of School for Students
Sept 2	Labor Day Holiday
Sep 4	Progress Reports
Oct 2	Report Cards
Oct 7-11	Fall Break
Nov 13	Progress Reports
Nov 25-29	Thanksgiving Holiday
Dec 23-Jan 3	Winter Break
Jan 8	Report Cards
Jan 17	Professional Development Day
Jan 20	Martin Luther King, Jr. Day Holiday
Feb 5	Progress Reports
Feb 17	Presidents' Day Holiday
Mar 10-14	Spring Break
Mar 19	Report Cards
April 16	Progress Reports
April 18-21	Easter Break
May 12	Professional Development Day
May 16	Graduation
May 22	Report Cards
May 23	Last Day for Students
May 26	Memorial Day Holiday
May 27	Professional Development Day

January 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Semester 1 Instructional Days - 91
Semester 2 Instructional Days - 89
Total Instructional Days - 180
Semester 1 Teacher Days - 95
Semester 2 Teacher Days - 92
Total Teacher Days - 187

Semester 1 Professional Development Days -
Semester 2 Professional Development Days -
Total Professional Development Days -

 School Closed	 Professional Development (No School for Students)	 Progress Reports/Report Cards
 Classes Resume	 First and Last Days of School	 New Staff & Mentor/Mentee Trainin