**SECTION 1** TUPELO PUBLIC SCHOOL DISTRICT OFFICE OF FOOD SERVICE

**Page 1**

**INVITATION TO BID 2001**

**TEMPORARY CAFETERIA WORKER STAFFING SERVICES Bid Number: BD2001**

**Bid Opening Time: 10:00 A.M. Bid Opening Date: July 17, 2019, Wednesday**

Tupelo Public School District FINANCE Office 445 N Church St.

Tupelo, MS 38804

###### BID OPENING PLACE

The undersigned offers and agrees that should this bid be accepted they will provide the temporary staffing services to the Tupelo Public School District in compliance with the conditions set forth in this document, as specified in this invitation. The person signing this document shall be an employee of the bidding company and shall have the authority to obligate the company to comply with the terms set forth herein.

**Return Original, Signed Bid Document as directed to:**

###### MAILING ADDRESS:

**Mrs. Julie Weaver**

**Tupelo Public School District PO Box 557**

**Tupelo, MS 38802**

**DELIVERY ADDRESS:**

**Mrs. Julie Weaver**

**Tupelo Public School District 445 N Church St.**

**Tupelo, MS 38804**

**ELECTRONICALLY:**

[**www.tpsdbids.com**](http://www.tpsdbids.com/)

Address Bid Return questions to: Julie Weaver, Purchasing Agent, TPSD- Finance Dept., 662-840-1853

Address specific bid questions to: Lynne Rogers, Director- School Nutrition Services, 662-840-1840

Bidder's Firm Name Address \_

City State

Zip

Area Code

Telephone \_

AUTHORIZED

SIGNATURE------------------------

Contract Administrator:

NAME TITLE \_ E-MAIL FAX NUMBER \_ CONTACT TELEPHONE NUMBER \_

###### IN FIRST ENVELOPE, RETURN PAGE 1, PAGE 20 AND ALL ATTACHMENTS AND PAGE 22, MARKED ON FRONT OF SEALED ENVELOPE -

**BID#2001 TEMPORARY CAFETERIA WORKERS STAFFING SERVICES BID**

**RETURN PAGE 19 IN SEPARATE SEALED 2No ENVELOPE, MARKED BID #2001, CAFETERIA STAFFING SERVICES BID, AND IF APPROPRIATE-MARK PROPRIETARY INFORMATION**

CONTRACT SECTION I **Page 2**

**TEMPORARY CAFETERIA WORKERS STAFFING SERVICES BID NUMBER: BD 2001 TABLE OF CONTENTS**

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Purpose

Competition Intentions

Contractor - Minimum Qualifications Scope of Services

General Requirements and Responsibilities Contract Terms and Special Conditions Term and Termination of Contract

Prior Conference for New Bidders - Required Evaluation Criteria and Selection Factors Time Requirements and Response Submittal Bid Instructions for Submitting Proposals Proposal Submission Forms - Pricing Rates Proposal Check-list for Submission Forms USDA Statement and USDA Form AD 1048

The Tupelo Public School District (TPSD) will receive sealed, written bids until 10 A.M. on Wednesday, July 17th, 2019 at TPSD Finance - 445 North Church Street, Tupelo, Mississippi in accordance with instructions in Contract, Section I. Bids delivered after that time will be returned, unopened to the appropriate bidder. Post marks or dating of documents will not be given consideration in case of late bids. If, however, a deliverer, UPS, Federal Express, US Air, etc. can provide documented proof as evidenced by the signature of a Tupelo Public School District employee that substantiates the claim the bid was delivered to the proper place prior to the time and date set for the bid opening and, through fault of TPSD personnel, the bid did not get to the proper authority, the bid will be considered. The TPSD reserves the right to reject any or all bids and to waive informalities. *Informality shall be defined as* a *requirement of the specifications that is needed for informational purposes only and failure on the part of* a *bidder to provide it would have no impact on the outcome of the bid.* In such cases, the bidder failing to supply the information may be given a specified period of time to comply. If the bidder fails to comply in that time period, the bid will be rejected for reasons of non-compliance. No award will be made unless all required information is received by TPSD.

### SECTION II: PURPOSE PAGE3

The purpose of this Request for Proposals (RFP) is to solicit proposals for experienced and qualified company/firm(s) to provide temporary cafeteria worker staffing services for all or specific areas of need to TUPELO PUBLIC SCHOOL DISTRICT - CAFET ERIAS . The District's use of temporary cafeteria worker staffing is strictly on an as needed basis. Staffing assignments may vary from one day or one week, while some assignments may last a few months or be long term, depending on cafeteria staffing needs and number of students served at the cafeteria location. TPSD Nutrition Department does not guarantee any minimum amount of services for any cafeteria position or cafeteria location.

Tupelo Public School District - Nutrition Department consists of 13 cafeteria staffing locations. K thru 2nd Sites: Carver, Joyner, Parkway and Thomas Street Cafeterias

3rd thru 5th Sites: Lawhon, Lawndale, Pierce Street and Rankin Cafeterias Pre-K Site: King ECEC Cafeteria

6th grade Site: Milam Elementary Cafeteria

7th and 8th Site: Tupelo Middle School Cafeteria 9th thru 12th Site: Tupelo High School Cafeteria

Fillmore Center Site: Nutrition Office and Alternate Cafeteria Site

### SECTION Ill: COMPETITION INENTIONS

Tupelo Public School District - Nutrition Department's intent is that this Request for Proposals permits competition. It shall be the contractor's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent or Nutrition Dept. Director no later than 7 calendar days prior to the date set for acceptance of pro posals. Email to Julie Weaver at [jtweaver@tupeloschools.com](mailto:jtweaver@tupeloschools.com) or to Lynne Rogers at [lhrogers@tupeloschools.com](mailto:lhrogers@tupeloschools.com) with any concerns regarding limitations to competition to single source.

**SECTION IV: CONTRACTOR QUALIFICATIONS:**

* 1. Contractor must demonstrate company has resources and capability to provide the full line of services as required and specified in this document. All new bidders must submit the required documentation listed below in Part A and Part Bat the time of their new vendor conference or by noon on July 15 th , 2019. Documents may be hand delivered, mailed or emailed to Julie Weaver, TPSD Purchasing Agent. Scanned reference letters require signatures and contact information to be included. New Bidders who fail to provide the required PART A or Part B documentation shall be cause for proposal to be deemed non-responsive and rejected.
  2. PART C through PART F criteria shall be met by all potential contractor(s) in order to be considered eligible for any award from this request for proposal/ bid invitation.

Continued to next page.

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This requirement is applicable to any new potential bidders who **have not** provided staffing services to TPSD Nutrition Department in the past three years:

* + 1. FINANCIAL STABILITY/ SUCCESSFUL BUSINESS HISTORY/ YEARS OF OPERATION Contractor(s) must demonstrate that they are financially stable, and their company has been in business providing staffing services for at least 3 or more years. The contractor shall provide positive balance sheets OR profit and loss statements for two of the last 3 years as proof of financial stability and proof of in business history.
    2. REFERENCES OF EXPERIENCE IN SCHOOL DISTRICT- NUTRITION DEPARTMENTS Contractor shall provide at a minimum, three (3) comparable references of current work being performed as a temporary staffing service for school district - nutrition departments during the past three (3) complete school years. Reference letters must include the number of continuous regular full time positions provided for the district's nutrition department for each complete school year.

In order to receive an award for a large number of cafeteria worker positions, a minimum of twenty continuous full time regular temporary cafeteria workers must have been provided during one complete school year .

Staffing services with documentation of less than twenty (20) continuous full time workers per school district nutrition department per complete school year will be considered for a smaller number of cafeteria positi ons. This will be a consideration in the evaluation criteria as listed in Section X (10), page 16 of this proposal.

Staffing service vendors who have provided service to Tupelo Public School District - Nutrition Department during the past three years are exempt from submitting required financial reports and letters of reference documents due to their previous experience as a successful staffing service provider of temporary cafeteria workers.

* + 1. LOCAL OFFICE REQUIREMENT:

All potential contractor(s) are required to have a local staffing service office in Tupelo. This office must have service hours that include 8 a.m. until 3:30 p.m. Monday thru Friday for Tupelo Public School District- Nutrition Department requests, applicant recruitment and training and temporary cafeteria worker questions and any payroll concerns or problems. Potential contractor(s) are required to submit with bid documents the office location at the time of bid opening on or before 10 a.m. on Wednesday, July 17 th• This document is required in the return of bid documents as listed in the evaluation criteria for completeness of proposal.

## PAGES

* + 1. PAY CARD AND DIRECT DEPOSIT METHODS OF PAYMENTS- REQUIREMENTS:

All potential contractor(s) are required to have available pay card service that allows withdrawal of funds at 2 or more Tupelo locations without the application of fees for withdrawal. Pay Cards must be available for issuance from the office of potential contractor(s). Lost or stolen or misplaced pay-cards must be available for replacement the first time without a service fee. Potential contractor(s) are required to provide a listing of the designated Tupelo locations where monies may be withdrawn without fees. Direct deposit procedures must also be available for use by temporary cafeteria workers as a second option for weekly payroll. Potential contractor(s) are required to include a document that provides detailed information on pay card procedures and direct deposit option in a document returned with their bid documents on or before 10 a.m. on Wednesday, July 17th, 2019. This document is required in the return of bid documents as listed in the evaluation criteria for completeness of proposal.

* + 1. HEALTH INSURANCE BENEFIT REQUIREMENT:

All potential contractor(s) must offer to temporary cafeteria workers for purchase - major medical health insurance when they work an average of 30 hours a week or more, after working 90 school days (1 semester) in a regular temporary cafeteria position. The average of 30 hours a week is based for a typical school cafeteria work week. A year is defined as 36 weeks for a typical school cafeteria year, 180 school days). This insurance is not paid by the TPSD - Nutrition Department, but only required to be made available for purchase by the Temporary Cafeteria Worker after 90 school days in a regular cafeteria position. Potential contractor(s) are required to include a document that provides detailed information on health insurance benefit procedures that will apply to temporary cafeteria workers with their bid documents on or before 10 a.m. on Wednesday, July 17th, 2019. This document is required in the return of bid documents as listed in the evaluation criteria for completeness of proposal.

* + 1. TYPES OF INSURANCE AND BONDING REQUIREMENTS:

Contractor will be required to maintain the following types of insurance throughout the life of the contract and provide proof of all the listed coverages below, as specified or greater.

* + - 1. Commercial General Liability Insurance ("Liability Insurance") against liability for bodily injury and death and property damage. Such liability insurance is to be in an amount not less than 1 (one) million dollars ($1,000,000) for liability for bodily injury, death, and property damage arising from any one occurrence and 1 (one) million dollars from the aggregate of all occurrences within each policy year. (Proof of these amounts required of successful contractor(s) on or before noon on Friday, July 19th ) or contractor's bid will be rejected for non-compliance with insurance requirements.
      2. Bond Required for all temporary cafeteria cashiers - in the amount of $25,000 or greater for each cashier that is employed by the temporary staffing service and working the position of cashier in the Tupelo Public School District - Nutrition Department. This bond is to cover each cashier for any possible misuse of funds or possible theft from the first day of work as a cashier in training and into a regular cashier position as a temporary cafeteria worker- cashier. (CONTINUED TO NEXT PAGE)

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Proof of bonding documents are required of successful contractor(s) on or before noon on Friday, July 19 th or contractor's bid will be rejected for non-compliance with bonding requirements.

* + - 1. Workers' Compensation - at statutory limits, and employer's liability with a policy limit of not less than 1 (one) million dollars ($1,000,000). (proof these amounts required of successful contractor(s) on or before noon on Friday, July 19th ) or contractor's bid will be rejected for non-compliance with insurance requirements.

Operation of cafeteria equipment must be included as covered accidents for temporary cafeteria workers. Successful contractor(s) are required to explain the procedure for worker's compensation use to all potential temporary cafeteria workers. Successful contractors will be required to provide detailed procedures on the worker's compensation to the TPSD Nutrition Office so that it can be shared with TPSD Cafeteria Managers in case of a worker's accident.

* + - 1. Additional Insured: Each insurance policy shall be issued in the name of the contractor and Tupelo Public School District shall be named as an additional insured party on the Comprehensive General Liability, umbrella, or excess policies. None of the insurance policies shall be cancelable or reduced without (30) thirty-day prior written notice to Tupelo Public School District - Purchasing Agent, Julie Weaver and Nutrition Director, Lynne Rogers. (Proof of Additional Insured required of successful contractor(s) by noon on Friday, July 19 t h ) or contractor's bid will be rejected for non-compliance with insurance requirements.
      2. Waiver of Subrogation - All such insurance shall contain a waiver of subrogation against Tupelo Public School District and its respective officers, agents, and employees. (Proof of Waiver of Subrogation required of successful contractor(s) by noon on Friday, July

1 9th ) or contractor's bid will be rejected for non-compliance with waiver subrogation

requirement s.

* + - 1. Insurers-All insurance shall be placed with insurers that are reasonably acceptable to Tupelo Public School District. All such insurers shall be licensed and approved to do business in the State of Mississippi.
      2. Current Insurance documents with current amounts in force for general liability, aggregate liability, worker's comp, and insurance bonding documents for cashiers is required to be submitted with bid documents at the time of opening on or before 10

a.m. on Wednesday, July 17th at the TPSD Finance Department of Tupelo Public School District. The current documents are a requirement or bid will be considered rejected for non-compliance of insurance documents required. Updated amounts to insurance documents are required of successful contractor(s) and must be submitted on or before noon on Friday, July 19 th or bid will be rejected for non-compliance with insurance requirement s.

# SECTION V - SCOPE OF SERVICES

* 1. All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein . All contractors must be able to provide temporary staff to perform the following job duties: FULL LISTING OF JOB DESCRIPTONS WILL BE PROVIDED TO SUCCESSFUL CONTRACTOR($)

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* 1. Job Title, Job Description and Minimum Requirements of all temporary cafeteria staff:

1. Temporary Cafeteria Worker: Food Prep and Server
   1. Performs duties involved in the safe preparation and handling of food, cleaning and sanitation of equipment and facilities, serving of food and record keeping.
   2. Ability to read and understand directions, recipes, work schedules are required.
   3. Ability to communicate in a professional manner, demonstrating positive customer service skills at all times, and work independently without assistance from other staff.
   4. Ability to perform physical work activities - heavy lifting required - for prep and cashiers up to 30 pounds, for stockers - up to 50 pounds, all staff- continuous standing in one place.
   5. Ability to sweep, mop and cleaning activities as directed by cafeteria manager.
2. Temporary Cafeteria Worker- Cashier- Performs duties as stated for cafeteria worker and also has the following cashier duties:
   1. Cashier staff must have ability to use computer keyboard skills with both hands to type names accurately and efficiently.
   2. Ability to count coins and cash, handle money transactions, all with accuracy.
   3. Ability to manage multiple tasks with frequent interruptions.
   4. Ability to use touch screen, computer mouse, and printer with training.
   5. Ability to maintain confidentiality in all aspects of the job (free & reduced)
   6. Have good public relations and guest services skills (positive communicator
   7. Ability to complete cashier reports, in hand written form, use calculator with accuracy for simple math skills: addition, subtraction, multiplication, division
3. Temporary Cafeteria Worker - Stocker and Janitorial Position - same as cafeteria worker and also has the following cafeteria stocker duties: continued on next page.
   1. stock shelves and rotate items by first in/first out date, date delivery items,
   2. remove heavy garbage, operate dish-machine, operate floor machine,
   3. remove stocks from freezers, coolers, pantries.
   4. heavy lifting of up to 50 pounds
   5. pot and pan sink operations, temperature monitoring on dish machines and test strips monitoring on sanitizer chemicals while completing hand written forms.
4. Temporary Cafeteria Worker- Production Manager/ Kitchen Assistant Manager Performs duties as identified for temporary cafeteria worker and cashier, and the following additional duties:
   1. Has current serve safe certification
   2. In manager's absence, applies ad explains regulations and policies of nutrition department, checks in deliveries and signs invoices for accuracy, documents as required on all shortages, mis-picks and damaged items on delivery receipts.
   3. Works cooperatively and professionally with others
   4. Demonstrates positive customer service skills at all times with all persons
5. All staff are required to follow all TPSD nutrition department policies (provided to successful bidder(s) once award(s) is/are made and approved by TPSD Board).

###### Section VI - GENERAL REQUIREMENTS AND RESPONSIBILITIES

* 1. Employed by the Contractor{s)

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All temporary cafeteria staff shall be employed by the Contractor{s). The Contractor(s) shall be responsible for all payroll, all taxes, worker's compensation, insurance and other federal and state requirements for the employment of temporary cafeteria staff, as required by the laws of the State of Mississippi, The United States, the United States Department of Agriculture and the MS Department of Education - Child Nutrition Office.

* 1. Right of Refusal

Tupelo Public School District shall have the right at any time to refuse or determine unacceptable, any personnel assigned by the Contractor{s). Temporary Cafeteria Staff shall be immediately removed and prompt arrangements made for a suitable replacement.

* 1. Recruitment of Temporary Cafeteria Staff

1. Recruitment interviews shall be done in person by the Contractor{s) to ensure employment applicants meet the requirements for effective communication verbally {in English) and in writing

{English). Applicants must demonstrate to the Contractor(s) the required knowledge, skills, and abilities required of the specific job position (prep person, cashier, stocker).

1. Contractor(s) is/are required to provide criminal history, background checks, and/or fingerprinting that complies with Mississippi Code #37-9-17 on all applicants. Felony convictions will be considered a failure of background checks. Contractor{s) is/are responsible for all fees. Contractor{s) are required to perform background checks that include the following and the complies with MS Code #37-9-17:

Performs background checks that searches databases nationwide and statewide for felony arrests, charges and/or convictions and any offenses that detail child abuse or child molestation or pornography crimes. Tupelo Public School District - Nutrition Department requires all applicants for temporary cafeteria workers to be checked against the National and Mississippi Sex Offender Registries to verify a clear record. Background checks are in addition to the to the Mississippi and National Sex Offender Registries. Tupelo Public School District- Nutrition Department may at any time request a temporary cafeteria worker to be fingerprinted and cleared to work through the background check process of the TPSD Human Resource Department. Successful contractor(s) must inform all potential applicants that this request may be required at any time by the Tupelo Public School District - Nutrition Department or TPSD Human Resource Department.

Tupelo Public School District - Nutrition Department requires that copies of all actual background check reports (including National and Mississippi registries) drug screen reports and reports from checks made through the National and Mississippi Sex Offender Registries) be emailed or hand delivered to the TPSD Nutrition Office prior to any temporary cafeteria worker reporting to work.

Successful Contractors are required to have a consent for release of information form signed by potential applicants for temporary cafeteria workers to allow the reports for background checks, drug screens and sex offender registries to be sent to Tupelo Public School District Nutrition Department. CONTINUED TO NEXT PAGE.

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TPSD Nutrition Office will provide the consent for release of information form to all successful contractors. Before a temporary cafeteria worker reports for caf teria work, all checks must have been completed by the successful contractor(s).

Drug Screens - Potential Contractors are required to perform a minimum 10 panel drug screen on all temporary cafeteria workers before sending them to report at any TPSD Cafeteria. The drug screen must include the following drugs: Marijuana, Methamphetamine, Cocaine, Methadone, Amphetamine, Opiates, PCP, barbiturates, benzodiazepine and oxycodone.

Tupelo Public School District - Nutrition Department may at any time request a temporary cafeteria worker to report for TPSD drug screen processing. Successful Contractors are required to inform all potential temporary cafeteria workers that this request may be required at any time by TPSD Nutrition Department or TPSD Human Resource Department. Persons who fail the 10 panel drug screen are not allowed to reapply for work at any time in any TPSD Cafeteria through any contractor(s). Successful contractor(s) must maintain a listing of all potential applicants who failed the drug screen and/or the background check. This listing must be kept on file by the successful contractor in paper form and electronic form for as long as the contractor is doing business with TPSD Nutrition Department.

1. Drug Free Work Place: For the purpose of this section, "drug free work place" means a site for the performance of work done in connection with a specific Contract awarded to a contractor(s), the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
2. Tobacco Free Work Place: Tupelo Public School District- is a work place that does not allow the use of tobacco in any form on any public school property. Contractor(s) are required to inform all temporary cafeteria workers about the requirement of no tobacco allowed on school property and any violations by temporary cafeteria workers will lead to loss of job assignment.
3. Tupelo Public School District and the contractor(s) agree to comply with all OSHA, EEO, EPA, ADA, USDA & any other applicable laws and regulations.
4. Applicants are referred in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity, (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filling deadlines vary by program or incident.

###### Section VI - GENERAL REQUIREMENTS AND RESPONSIBILITIES

* 1. Employed by the Contractor(s)

PAGE 8

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Tupelo Public School District shall have the right at any time to refuse or determine unacceptable, any personnel assigned by the Contractor(s). Temporary Cafeteria Staff shall be immediately removed and prompt arrangements made for a suitable replacement.

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1. Recruitment interviews shall be done in person by the Contractor(s) to ensure employment applicants meet the requirements for effective communication verbally (in English) and in writing (English). Applicants must demonstrate to the Contractor(s) the required knowledge, skills, and abilities required of the specific job position (prep person, cashier, stocker).
2. Contractor(s) is/are required to provide criminal history, background checks, and/or fingerprinting that complies with Mississippi Code #37-9-17 on all applicants. Felony convictions will be considered a failure of background checks. Contractor(s) is/are responsible for all fees. Contractor(s) are required to perform background checks that include the following and the complies with MS Code #37-9-17:

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Tupelo Public School District - Nutrition Department requires that copies of all actual background check reports (including National and Mississippi registries) drug screen reports and reports from checks made through the National and Mississippi Sex Offender Registries) be emailed or hand delivered to the TPSD Nutrition Office prior to any temporary cafeteria worker reporting to work.

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Tupelo Public School District - Nutrition Department may at any time request a temporary cafeteria worker to report for TPSD drug screen processing. Successful Contractors are required to inform all potential temporary cafeteria workers that this request may be required at any time by TPSD Nutrition Department or TPSD Human Resource Department. Persons who fail the 10 panel drug screen are not allowed to reapply for work at any time in any TPSD Cafeteria through any contractor(s). Successful contractor(s) must maintain a listing of all potential applicants who failed the drug screen and/or the background check . This listing must be kept on file by the successful contractor in paper form and electronic form for as long as the contractor is doing business with TPSD Nutrition Department.

1. Drug Free Work Place: For the purpose of this section, "drug free work place" means a site for the performance of work done in connection with a specific Contract awarded to a contractor(s), the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
2. Tobacco Free Work Place : Tupelo Public School District - is a work place that does not allow the use of tobacco in any form on any public school property. Contractor(s) are required to inform all temporary cafeteria workers about the requirement of no tobacco allowed on school property and any violations by temporary cafeteria workers will lead to loss of job assignment.
3. Tupelo Public School District and the contractor(s) agree to comply with all OSHA, EEO, EPA, ADA, USDA & any other applicable laws and regulat ions .
4. Applicants are referred in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity, (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filling deadlines vary by program or incident.
   1. TIME CARDS PAGE 10

Tupelo Public School District provides all time cards that are being used by the temporary cafeteria workers in order to have consistency in use, dedicated lines for meal breaks and to ensure the card works with the time clock used in the cafeteria for TPSD cafeterias and temporary cafeteria workers. Temporary service contractor(s) is/are required to instruct temporary cafeteria workers about the time card system and the following requirements:

* + 1. Arrival and Departure for work- clock in and out required
    2. Meal breaks - 30 minutes {.50 military time) is required, deducted from total hours for the day
    3. A.M. breaks - clocked on the back of the card, 15 minutes allowed without deduction. Any amount over the 15 minutes (.25 military) will be deducted from that day's work hours .
    4. Card use - only to clock in and out for their own card. Clocking for another person causes assignment to be ended immediately.
    5. Signature - requires the signature of the temporary cafeteria worker on the card at the end of the day or week as a review of the accuracy of their hours worked in order for work hours to be submitted to Contractor.
    6. Missed Clock in or Clock out times - due to a temporary cafeteria worker starting work upon arrival without clocking in or leaving work without clocking out, must be discussed with the site cafeteria manager as soon as possible in order to have the time written in by the Cafeteria Manager.
    7. Time cards are calculated by the Cafeteria Site Manager and checked by the TPSD Nutrition Office weekly. The cafeteria site manager signs each time card as verification of hours worked weekly.
    8. Temporary Cafeteria Workers are paid weekly for the previous week's work hours on a scheduled day that is designated and determined by the Temporary Service Contractor( s).

Tupelo Public School District - Nutrition Department will pay only for approved and actual hours worked at the designated location . No other expenses or allowances will be paid by TPSD Nutrition Department.

Contractor(s) is/are required to inform temporary cafeteria worker that any questions regarding their total hours worked for a week must be asked directly to them, the contractor, and must be asked within 60 calendar days of the pay dat e. Time Cards are available during that year of work for any temporary cafeteria worker who questions their hours calculated or hours reported on the spread-sheet to the Contractor(s).

* 1. Invoices and Processing of Payments to the Contractor(s)

Hourly billing rates listed in this request for proposal document will be the authorized rates to be charged to TPSD Nutrition Department for hours worked by the temporary cafeteria workers through the Contractor(s). Each week the Contractor(s) shall invoice the TPSD Nutrition Department with separate invoices by each cafeteria site .

Invoices will be reviewed, checked and processed before sending to TPSD Finance Department for payment processing. After the TPSD Finance Department has completed the payment processing procedures, weekly checks will be mailed to successful contractors.

* 1. Contractor - Spread Sheets for Time Card Submittal

Contract(s) is/are required to provide computerized spread sheets for email purposes in order to receive total hours worked by temporary cafeteria workers. Each cafeteria site is required to have a separate spread sheet for hours to be reported for each temporary cafeteria worker or spreadsheet must contain a column to identify cafeteria location or site number so that invoices include only the temporary cafeteria workers at that site weekly. This spread sheet is required to be kept current with names deleted for those workers who are no longer working at that site. Updates to spread sheets for new worker names is required by the contractor(s) within one week of a new worker reporting to work and is a regular temporary cafeteria worker assigned to that site. TPSD Nutrition Office will notify when temp worker is assigned to a regular temporary cafeteria position at a specific cafeteria.

* 1. Uniforms PAGE 11

Contractor(s) is/are required to inform temporary cafeteria workers of TPSD Nutrition Department uniform policy. This policy addresses the following: approved clothing, safe shoes, hairnets, beard nets, hats/caps/head coverings of all types, jewelry, piercings of any type to the body, tattoos to the body, fingernails (real, tips, over lays, length, polish, etc.). Contractor(s) must inform all applicants and temporary cafeteria workers that the following listing is not allowed and deemed unacceptable when working in Tupelo Public Schools - Nutrition Department: Face and neck tattoos are not allowed of any type, no visible body piercing jewelry is allowed, such as: nose, lip, tongue, eyebrow or eyelid; false eyelashes or eyelash extensions are not allowed. No hair color other than natural hair color is allowed (only brown, black, blonde, grey, or natural red or auburn colors allowed); all hair must be pinned up to fit into hair net or TPSD hair covering; hair is not allowed to hang outside of hair net, this includes all wigs, hair extensions and hair brai ds. Contractor(s) are required to have temporary cafeteria worker sign uniform policy in their presence as understanding and agreement to follow the uniform policy while working in any TPSD cafeteria location. TPSD Nutrition Department will issue the complete uniform policy to successful contractor(s) after award is made and approved by TPSD Board.

Contractor(s) are required to have temporary cafeteria workers report to the TPSD Nutrition Office to receive uniform shirts. Temporary cafeteria workers will be required to sign a uniform agreement before receiving uniform shirts from the TPSD Nutrition Office. Uniform agreement also includes a statement whereby the temporary cafeteria worker authorizes payroll deduction for the cost of uniform shirts not returned within three(3) days of last work-day to the contractor(s) office from the worker's last pay-check for cafeteria work hours. TPSD Nutrition Department issues the uniform shirts to all temporary cafeteria workers and obtains signature on uniform agreement. A signed copy of uniform agreement is provided to both worker and contractor and includes: uniform size, number of shirts and types of shirts issued and uniform return requirements

* 1. Personal Hygiene and Appearance

Contractor(s) are required to inform temporary cafeteria workers of requirements ofTPSD Nutrition Department policy on personal hygiene and appearance requirements before any temporary cafeteria is assigned to report to work at any TPSD Cafeteria site. Signature of the temporary cafeteria worker is required to verify person understands and agrees to follow the personal hygiene and appearance policy requirements. TPSD Nutrition Department will issue copy of policy to successful contractor(s) after award of bid is made and approved.

* 1. Miscellaneous Policies ofTPSD Nutrition Department

Contractor(s) is/are required to inform and discuss with temporary cafeteria workers a variety of policies that are required to be followed by all persons working in TPSD cafeterias. Contractor(s) are required to discuss these policies prior to sending any temporary cafeteria worker to report for work assignments in any TPSD Cafeteria.

TPSD Nutrition Department will issue copies of these policies to successful contractor(s) after award of bid is made and approved. Contractor(s) are required to obtain signatures on each policy by the temporary cafeteria worker as agreement to follow and as having an understanding of each policy.

The listing of policies required to be discussed with all temporary cafeteria workers are as follows:

No smoking/ No tobacco Policy Drug Free Workplace Policy Suicide Prevention Policy

Conduct and Work Rules

Proper Lifting Policy/Procedures Cell Phone Policy/Procedures

Cafeteria Safety Policy/Procedures Sexual Harassment Policy

Locker Storage Policy

Staffing Service Acknowledgement Forms for Background Checks, Drug Screens and Temporary Status USDA Required - Civil Rights Policy/Procedures

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As needed, other policies/procedures may be added during the term of this proposal/bid as required by Tupelo Public School District, USDA, MDE, requirements or laws of the State of MS or of the United States of America.

* 1. Abilities to Perform Job Duties

Contractor(s) is/are to interview all temporary cafeteria worker applicants to check for the following:

Vision - requirement for performing cafeteria work tasks, ensuring worker safety in the operation or use of kitchen equipment (knives, mixers, braising pans, ovens, choppers, etc). If a temporary cafeteria worker applicant has glasses for vision (reading or distance) then the temporary cafeteria worker must report to work with their glasses or contacts in order to complete job duties and within safety requirements. Reading of labels, recipes, menus, safety instructions, work schedules requires vision by all cafeteria workers. TPSD Nutrition Department will provide a copy of the abilities required to perform work duties listing to the successful contractor(s) after award of bid is made and approved. Temporary cafeteria workers are required to sign this form as verification of their understanding and agreement of the abilities required to perform the job as listed.

* 1. - Designated Contract Person -Availability for Calls

The successful contractor(s) is/are required to have a person available in their local office as a daily contact person from the hours of 8 a.m. to 3:30 p.m. daily. This person must be available by cell phone if they are out of the office. TPSD Nutrition Office will begin requesting subst it ut e temporary cafeteria workers after 8 a.m. dail y. Contractor(s) are required to provide names of substitute temporary cafeteria workers by email with estimated arrival time to the cafeteria. TPSD Nutrition Office will notify contractor(s) when a substitute temporary cafeteria worker does not arrive at the cafeteria by email and by call to the contractor(s) office to ensure follow up to the worker originally sent or to request another temporary cafeteria worker.

* 1. - Previous employees of Tupelo Public School District as temporary cafeteria workers

Contractor(s) are required to notify TPSD Nutrition Office when a temporary cafeteria worker applicant lists previous employment at Tupelo Public School District. Contractors are required to obtain a reply from TPSD Nutrition Office if this applicant is eligible to report for a cafeteria work assignment before any processing of background checks and drug screening is completed by the Contractor.

* 1. - Replacement/ Ending of Work Assignment

Contractor(s) are required to end the work assignment of temporary cafeteria workers when notified by TPSD Nutrition Office. A reason for ending of a temporary cafeteria worker's assignment is not required and may not be disclosed to the Contractor.

**Section VII** - **Contract Terms and Conditions**

* 1. Contractor Rates and Possible 12-month Extension

Billing rates are required to be firm for twelve months. The contract period shall be July 31, 2019 through June 30, 2020. The contract may be renewed at the expiration date of the initial term at the request of the Tupelo Public School District - Nutrition Department. Any renewal shall be based on the same terms and conditions as the initial term and is in agreement with Contractor(s) and the Tupelo Public School District. Contractor(s) will be contacted for possible extension agreement of the same bid rates of this bid proposal in April 2020 for the upcoming next school year, July 1st, 2020 through June 30th, 2021.

* 1. Joint Employment - None PAGE 13

Tupelo Public School District **will not** be considered a joint employer of the Contractor(s) placement cafeteria workers under this Bid Proposal/ Contract for Services. Furthermore, Tupelo Public School District will not be liable, either jointly or severally, for violations of the Fair Labor Standards Act (FLSA) specifically, the Contractor(s) sha ll:

* + 1. Determine FSLA status (exempt or non-exempt) status of each temporary cafeteria worker.
    2. Maintain a record of total hours worked in each work week for each temporary cafeteria worker.
    3. Compute and pay temporary cafeteria worker wages, including overtime and benefits according to the contract agreements with temporary cafeteria worker s.
    4. Maintain FSLA required records for temporary cafeteria workers.
  1. Delays

If a delay occurs, the Contractor(s) shall give immediate written notice to Tupelo Public School District - Nutrition Office Director. Contractor(s) must keep Tupelo Public School District Nutrition Director advised at all times of the status of the order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes Tupelo Public School District - Nutrition Department to purchase staffing services elsewhere and charge full increase in cost and handling to the defaulting Contractor(s).

* 1. Delivery Failures

Contractor(s) who fail to deliver the proper services at the time and site locations specified, or within a reasonable period of time as determined by Tupelo Public School District - Nutrition Department or Contractor(s) fail to make a timely replacement of personnel when so requested, the District may purchase services of comparable quality from other qualified Contractor(s) to replace the rejected or undelivered services. Any increase in billing rates due to the failure of rejected or undelivered services will be charged back to the defaulting Contractor(s).

* 1. Failure to Provide Services

Tupelo Public School District - Nutrition Department reserves the right to contract alternate sub bid contractor(s) to provide temporary sub contract services in accordance to this contract on a per day, per week or per month basis until awarded Contractor(s) can continue services. Any increase in billing rates due to the failure to provide services will be charged back to the defaulting Contractor(s).

###### Section VIII. Termination:

* 1. Extraordinary Circumstances:

If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under the contract, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable amount of time; however, the non-defaulting party shall have the option, upon prior written notice of terminating the contract .

* 1. Termination of Contract

Subject to the provisions listed below, Tupelo Public School District - Nutrition Department reserves the right to contract with the next lowest responsive bidder(s) or from other sources upon termination of this contract.

* 1. Mutual Termination PAGE 14

Tupelo Public School District Nutrition Department or the Contractor(s) may mutually agree to terminate this contract for staffing services.

* 1. Termination for Convenience

Tupelo Public School District Nutrition Department or Contractor(s) may when interests of either party so require, terminate the contract in whole or in part, for the convenience of such party upon sixty (60 calendar) days prior written notice to the other party.

* 1. Scope Reduction for Cause/ Non- Performance - Removal of Position Assignments

Tupelo Public School District - Nutrition Department reserves the right to request service from another low bid Contractor when staffing service needs are not met within three (3) school days to fill an open regular cafeteria worker position. Another low bid Contractor will be assigned to fill the open position within three (3) school days with a successful temporary cafeteria worker. After the position is successfully filled by that Contractor, the positon slot will remain with that contractor for the duration of the contract term or until it is an open position again and remains un-filled by this Contractor for three (3) school days. The process for filling the open position then is repeated with the another low contractor.

* 1. Scope Reduction for Cause/ Non-Performance - Service Level Allowances

Tupelo Public School District - Nutrition Department reserves the right to remove a cafeteria site from a contractor(s) when a contractor has a consistent and continued no-fill position service level or very low service level percentages (below 50 percent). Tupelo Public School District -Nutrition Department shall develop mutually agreed upon service level allowances for cafeteria sites with the Contractor within 30 days of the start of services. Each contractor will be given written documentation of their established service level allowances for their specific cafeteria sites which will be in effect for the entire term. Service level percentages will be calculated monthly by Tupelo Public School District- Nutrition Department. This report will be reviewed by the Nutrition Department Director for proper action if needed and emailed to the Tupelo Public School District - Purchasing Agent monthly to be kept on file to use for preparation of the next RFP for Cafeteria Staffing Services. The report will also be emailed to each contractor for their review. Contractor(s) may be considered a non - qualified vendor for the next proposal/bid term for low service level percentages in filling regular temporary cafeteria worker positions.

If service level percentages are below 50 percent for two or more months, TPSD Nutrition Department Director may assign school site(s) to another low contractor. Tupelo Public School District - Nutrition Department will notify the original Contractor by written notice of the removal of school site(s) from a Contractor.

* 1. Reduction for Cause /Non Performance/ Service Level Allowance for Substitute Temporary Cafeteria Workers

Tupelo Public School District - Nutrition Department will request a substitute temporary cafeteria worker when a regular temporary cafeteria worker is absent. If the Contractor for that school site is unable to fill the request for a substitute temporary cafeteria worker, Tupelo Public School District - Nutrition Office will contact the staffing

service for other sites within the school district to request a substitute worker for that one day. Contractor(s) may be considered a non - qualified vendor for the next proposal/bid term for low service percentage for filling substitute worker requests.

Continued to Next Page

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If service levels for filling substitute worker requests are consistently very low, TPSD Nutrition Department Director may assign school site(s) to another low contractor. Tupelo Public School District - Nutrition Department will notify the original Contractor by written notice of the removal of school site(s) from a Contractor.

* 1. Termination for Cause/ Non Performance

In the event the Contractor or Tupelo Public School District - Nutrition Department fails to comply with the terms and conditions of this contract, the non-defaulting party shall give thirty {30) calendar days written notice to terminate this contract. This Contract will terminate sixty (60) days from the written notice. Upon termination all obligations of the Tupelo Public School District - Nutrition Department to make payments required hereunder shall ceas e.

* 1. Termination Due to Unavailability of Funds

If funds are not appropriated or otherwise made available to support continuation of the performance of the Contract then the Contract shall be terminated without stipulated damage, cost for expense to Tupelo Public School District of any kind whatsoever.

All notices between Tupelo Public School District- Nutrition Department and the Contractor shall be in writing. Any notice shall be deemed duly given if such notice is deposited, postpaid and certified, return receipt requested with the United States Postal Service to the address as stated in Section I herein for Contractor or to the address stated in Section I for Tupelo Public School District- Nutrition Department. All other notices, including notices personally delivered to individuals performing services under this contract, shall be ineffective. Either Tupelo Public School District-Nutrition Department or Contractor may change the address of notice by providing the other party written notice of such change.

**SECTION IX: Prior Conference Required - for all Vendors - New to TPSD Cafeteria Staffing Services**

All vendors who are new to TPSD Nutrition Department and have not provided staffing services in the past three years to TPSD Cafeterias, are required to have a conference with TPSD Nutrition Director and the TPSD Purchasing Agent. This conference is to discuss any questions, identify any problems the potential new contractor may encounter when completing this RFP/Bid and to present letters of reference from school district nutrition departments as required and stated in contractor(s) qualifications, PAGE 2, B SECTION. Conferences must be concluded prior to two work days before the RFP opening date in order for TPSD Nutrition Department to verify reference documents.

In order to be a qualified vendor/potential contractor, performance at this conference shall be as follows:

* + 1. The potential contractor shall be represented at the conference by the individual(s) who can obligate the company to perform under the conditions of this contract. The conference may be recorded, and a copy retained for procurement record requirements.
    2. All required letters of reference, with required details included, shall be provided a minimum of two work days before the scheduled opening date of RFP/Bid.

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**SECTION X: Evaluation Criteria and Selection Factors**

The contract(s) will be awarded to the qualified contractor(s) whose proposal is most advantageous to the Tupelo Public School District - Nutrition Department. While the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of award. Rather, the total scores will be a **guide** for the Tupelo Public School District - Nutrition Department in making intelligent award decision(s) based on the evaluation criteria.

The Tupelo Public School District - Nutrition Department reserves the right to request oral presentations from those staffing service vendors determined to be in a competitive range and shall use the information derived from these oral presentations, if any, in its evaluation.

Tupelo Public School District- Nutrit ion Department anticipates selecting multiple companies for temporary cafeteria worker services using the following evaluation criteria to determine which staffing service vendor(s) best meet the staffing needs of the TPSD - Nutrition Department.

Temporary Cafeteria Worker Request for Proposal Ability to Meet the Specific Needs of TPSD - Nutrition Department Experience and Qualifications of Potential Contractor(s) Compliance with Contract Terms and Conditions

Completeness of Proposal/ Required Documents Included in Timely Manner Pricing of Bill Rate

Possible Points 30

30

05

05

30

**Total Possible Points 100**

**SECTION XI: RESPONSE SUBITTAL /TIMETABLE DATES**

A tentative timetable for the selection process is provided below: Conferences Scheduled and Completed the week of July 8 thru July 12th

Request for Proposal - Opening Date and Time - Wednesday, July 17th at 10 a.m. Recommendation for Proposal Awards - Monday, July 22nd, 2019

Board Meeting (Accept or Reject) - July 30, 2019 Contract Effective Date - Wednesday, July 31'\ 2019 Contract Ending Date - June 30, 2020

All questions from prior staffing service vendors (past three years) for TPSD Nutrition Department must be emailed to TPSD Nutrition Director and TPSD Purchasing agent the week of July 8 thru July 12th• A reply will be emailed to the staffing service vendor. Information will be shared with all pre-qualified vendors as needed for clarification on any request for proposal item or return instructions in the form of an addendum. Any addendum will be issued on or before July 15 th to all pre-qualified staffing service vendors. Email confirmation will serve as

receipt of addendum by pre-qualified staffing service vendor.

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After bid opening, July 17th , 2019, there will not be any communication between any potential contractor(s) or their agent(s) with any Tupelo Public School District staff or officials and/or any of their staff, except as provided for in the RFP (oral presentations as requested by Tupelo Public School District). Any violation of this provision by any potential contractor(s) and/or their agent(s) shall be grounds for immediate disqualification.

All proposals for temporary cafeteria worker services shall be submitted to the Tupelo Public School District as specified in Section I of this proposal: mailing address or delivery address or electronically.

RFP / Bid documents must be received at or prior to 10 a.m. on or before Wednesday, July 17 t h at the hand delivery address listed above.

Envelope should be plainly marked and sealed:

Bid #2001- TPSD Staffing Services Bid for Cafeteria Workers

Proposals should be submitted in accordance with the instructions detailed below. Tupelo Public School District reserves the right to select a proposal in its entirety or some portion(s) thereof. Furthermore, the Tupelo Public School District reserves the right to reject any and all proposals and to waive irregularities.

Proposals which are submitted in faxed form will not be accepted.

Proposals which are submitted in electronic form must follow instructions at the web site link provided. [www.tpsdbids.com](http://www.tpsdbids.com/)

Questions regarding this RFP must follow the procedures as identified in this RFP document. Email all questions in writing to [lhrogers@tupeloschools.com](mailto:lhrogers@tupeloschools.com) and [jtweaver@tupeloschools.com](mailto:jtweaver@tupeloschools.com) and a reply will be returned.

**Section XII** - **Instructions for Submitting Proposals:**

1. Preparation and Submission of Proposals
   1. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of the solicitation will not relieve a bidder of the contractual obligations.
   2. Pricing must be submitted on RFP pricing form only. Include other information as requested or required.
   3. All proposals must be submitted to the Tupelo Public School District, Finance Department, Church Street School Building, Church Street, Tupelo, MS 38801 in a sealed envelope. The front of the sealed envelope shall indicate the Bid Number: BD 2001- time and date of bid opening, and the title of the RFP: Bid for Staffing Services for Cafeteria Workers.
   4. All proposals shall be signed in ink by the authorized representative of the staffing service company.
   5. Proposals must be received by the Tupelo Public School District, Finance Department, prior to or at 10

a.m. on Wednesday, July 17th, 2019. Requests for extensions of this time and date will not be granted, unless deemed to be in the best interest of Tupelo Public School District. Potential contractors who mail their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Tupelo Public School District- Finance Department by the date and time set for acceptance of the proposal. Proposals will be publicly opened and logged in at the time and date specified.

##### Questions and Inquiries: PAGE 18

Only written questions and inquiries will be accepted from any and all potential contractor(s) . Tupelo Public School District is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Tupelo Public School District staff regarding the RFP may result in the disqualification of the potential contractor(s). Material questions will be answered in writing with an addendum provided no later than July 15 th, 2019, however, that all questions are received at least by two days in advance of the proposal opening date. It is the responsibility of all potential contractors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from [www.tpsdbids.com](http://www.tpsdbids.com/)

1. Late Proposals:

LATE proposals will be returned to the potential contractor(s) UNOPENED.

1. Rights of Tupelo Public School District:

Tupelo Public School District reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to the potential contractor who will best serve the interest of the District. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery for the services being procured.

1. Withdrawal of Proposal:

All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance (bid opening date).

Proposals may be withdrawn or written request from the potential contractor at the address shown in the solicitation prior to the time of acceptance.

1. Prohibition as Subcontractors:

No potential contractor who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or company to whom the contract is awarded or otherwise benefit directly or indirectly, from the performance of the project for which the withdrawal proposal was submitted.

1. Notice of Award:

A Notice of Award letter will be sent to the successful contractor(s).

1. W-9 Form Required:

Each potential contractor shall submit a W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to the successful contractor(s).

1. Proposal Submission Forms:

Pricing Form, Documentation Check-list, USDA Form

###### SECTION XIII:

**PROPOSAL SUBMISSION FORMS FOR TEMPORARY CAFETERIA STAFFING SERVICES:**

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Pricing Form - Temporary Cafeteria Workers, Cashiers, Stockers, Assistant Managers, Secretary, Office Assistant Potential Contractor Company Name: \_ Address:

Hereby agrees to provide the requested service as defined in Request for Proposal for the price as stated in the price proposal. The Potential Contractor(s) shall invoice Tupelo Public School District - Nutrition Department on a weekly basis . Tupelo Public School District shall submit payment on a regular basis to potential contractor .

**Worker Rate Per Hour Bill Rate Qer Hour**

##### 8.50

9.00

9.25

9.50

9.75

10.00

10.25

10.50

10.75

11.00

11.50

12.00

12.50

13.00

13.50

14.00

14.50

15.00

15.50

16.00

Signature: Date:, \_ Printed Name: email address: \_

###### SECTION XIV:

**PROPOSAL SUBMISSION FORMS - TEMPORARY CAFETERIA STAFFING SERVICES**

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Documentation Check - List

* 1. Return the following with your proposal:

Item:

W-9 form

Insurance Requirements

General Liability Workers Compensation Bonding for Cashiers

Pricing Form

Page 1 and Page 2

Procedure for Pay Cards Procedure for Health Insurance USDA Form, AD 1048

Addendum , if any

Failure to provide the following items with your proposal shall be cause fo r rejection of proposal as non­ responsive and/or non-responsible. It is the responsibility of the bidder to ensure it has received all addendum and to include signed copies with their proposal.

New Vendors:

Financial Reports

Reference Letters Local Address of Office Location

Person to Contact regarding this proposal: \_ Title: Phone: \_

Email:-----------------

Name of Person Authorized to bind the staffing service company:

Signature:-----------------------------------

By signing and submitting this RFP/Bid, your company acknowledges and agrees that is has read and understands the RFP documents .

**SECTION XV: USDA STATEMENT** PAGE 21

**THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER.**

USDA FORM AD - 1048 - IS REQUIRED TO BE COMPLETED, SIGNED AND RETURNED WITH BID DOCUMENTS ON OR BEFORE 10 A.M. ON WEDNESDAY, JULY 17rH, 2019.

Completeness of this required form and including in this return of bid documents is part of the Evaluation criteria for completeness of this proposal as identified in Section X, page 14.

PAGE 22 IS USDA FORM - AD 1048 - must be returned with bid documents, signed and completed PAGE 23 IS THE INSTRUCTIONS FOR USDA FORM - AD 1048

**This form is available electronically.** Form Approved - 0MB No. 0505-0027 Expiration Date: 04/30/2022

USDA

**liiii**

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

**Lower Tier Covered Transactions**

**AD-1048**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.*C. *§ 552a, as amended) . This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880 . Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and* a *person is not required to respond to* a *collection of information unless it displays* a *valid 0MB control number. The valid 0MB control number for this information collection* is *0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection ofi nformation. The provisions of appropriate criminal and*

*civil fraud privacy, and other statutes may be applicable to the information provided.*

#### (Read instructions on page two before completing certification.)

##### The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency ;

1. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S) DATE

*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and pol/cies, the USDA, its agencies, offices, and employees, and institutions participating In or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, Income derived from* **a** *public assistance program, po/ii/cal be /lets, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or Incident.*

*Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA* 's *TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English .*

*To file* **a** *program discrimination complaint, comp/eta Iha USDA Program Discrimination Complaint Form, AD-3027, found online at How to File* a *Program Discrimination Complaint (https:/*[*/www.asc*](http://www.ascr.usda.gov/filing-prograrn-discrimination-complaint-usda-customer))*r* [*.usda.gov/filing -progra rn-discrimination-complaint-usda-customer)*](http://www.ascr.usda.gov/filing-prograrn-discrimination-complaint-usda-customer)) *and at any USDA office or write* a *letter addressed to USDA and provide in the letter all of the information requested in the form. To request* a *copy of the complaint form, call (866)* 632-9992. *Submit your completed form or letter* lo *USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.*

PCl e, *;J.,:1,*

#### Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page I in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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