Rankin County School District

Brandon, Mississippi

REQUEST FOR PROPOSALS

FOR TEMPORARY CAFETERIA WORKER STAFFING SERVICES

RFP# CN1801

REQUEST FOR BID PROPOSALS

TEMPORARY CAFETERIA WORKER STAFFING SERVICES

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Prepared By: Lance Fulcher, Director of Purchasing Date: April 20, 2017

 Lance Fulcher, Director of Purchasing

**1.0 PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit proposals for experienced and qualified firm(s) to provide temporary cafeteria worker staffing services for ALL OR SPECIFIC ATTENDANCE ZONES in the Rankin County School District, Office of Child Nutrition. The District’s use of temporary cafeteria worker staffing is strictly on an as needed basis. Staffing assignments may vary from one (1) day or one (1) week, while other assignments may last a few months. The school district does not guarantee any minimum amount of services.

The Rankin County School District has twenty-five (25) cafeteria locations in eight (8) attendance zones across Rankin County. These locations are as follows:

BRANDON ZONE: Brandon Elementary, Brandon Middle, Brandon High, Rouse Elementary, Stonebridge Elementary, and the Learning Center

FLORENCE ZONE: Steens Creek Elementary, Florence Elementary, Florence Middle, and Florence High

MCLAURIN ZONE: McLaurin Elementary, and McLaurin High

NORTHWEST ZONE: Flowood Elementary, Northwest Elementary, Northwest Middle, Northwest High, Northshore Elementary, Oakdale Elementary, Highland Bluff Elementary.

PELAHATCHIE ZONE: Pelahatchie Attendance Center

PISGAH ZONE: Pisgah Attendance Center

PUCKETT ZONE: Puckett Attendance Center

RICHLAND ZONE: Richland Elementary, Richland Upper, and Richland High

**2.0 COMPETITION INTENDED**

It is the District’s intent 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 not later than ten (10) days prior to the date set for acceptance of proposals. Email: Lance Fulcher, Director of Purchasing at lan200@rcsd.ms or by mail to: Lance Fulcher, P.O. Box 1359, Brandon, MS 39043

**3.0 CONTRACTOR’S MINIMUM QUALIFICATIONS**

Contractor(s) must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsive and rejected.

The following criteria shall be met in order to be eligible for this contract:

3.1 Contractor(s) must demonstrate that they are financially stable and that they have been in business providing similar service for at least three (3) years. The Contractor(s) shall provide proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.

3.2 Contractor(s) shall provide, at a minimum, three (3) comparable references of current work being performed. These references must be for entities in which temporary staffing services have been provided successfully on a consistent basis.

3.3 Contractor(s) will be required to maintain the following types of insurance throughout the life of the contract.

 3.3.1 **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 One Million Dollars ($1,000,000) for liability for bodily injury, death, and property damage arising from any one occurrence and One Million Dollars ($1,000,000) from the aggregate of all occurrences within each policy year.

 3.3.2 **Workers’ Compensation** at statutory limits, and Employers Liability with a policy limit of not less than One Million Dollars ($1,000,000).

 3.3.3 **Additional Insured** Each insurance policy shall be issued in the name of the contractor and Rankin County 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 thirty (30) day prior written notice to Rankin County School District.

 3.3.4 **Waiver of Subrogation** All such insurance shall contain a waiver of subrogation against Rankin County School District and its respective officers, agents and employees.

 3.3.5 **Insurers** All insurance shall be placed with insurers that are reasonably acceptable to Rankin County School District. All such insurers shall be licensed/approved to do business in the State of Mississippi.

**4.0 SCOPE OF SERVICES**

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 the following job duties:

 4.1 Job Title, Job Description, and Minimum Requirements

4.1.1 **Temporary Cafeteria Worker:** Performs duties involved in the safe preparation and handling of food, cleaning, and sanitizing of equipment and facilities, serving of food, and record keeping.

4.1.2 Ability to read and write, make simple calculations and follow oral and written directions.

4.1.3 Ability to communicate, work with others, and work independently.

4.1.4 Ability to perform physical work such as lifting fifty (50) pounds frequently, moving heavy supplies and equipment, and continuous standing.

**5.0 GENERAL REQUIREMENTS AND RESPONSIBILITIES**

5.1 Employed by the Contractor(s)

 All temporary personnel shall be employed by the Contractor(s). The Contractor(s) shall be responsible for all payroll, taxes, worker’s compensation, insurance, and other federal and state requirements for temporary personnel.

 5.2 Right of Refusal

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

 5.3 Recruitment

1. Recruitment interviews shall be done in person by the Contractor(s) to ensure employment candidates can effectively communicate verbally (in English) and in writing if needed. Candidates must have the required knowledge, skills and abilities required of the specific job classification.
2. Candidates are required to pass the Rankin County School District finger printing Criminal History Background check. Misdemeanor(s) and/or felony charges will be considered a failure of the background check. The Contractor(s) or staffer shall be responsible for the processing fee of $40 (cash only). This fee is subject to change according to the District’s processing fee charges.
3. Drug-free Workplace. For the purpose of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, 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 the Contract.
4. Tobacco-free Workplace. The Rankin County Board of Education recognizes that the use of tobacco products represents a health and safety hazard which can have serious consequences for both the user and non-user and the safety of the District. In order to protect the students, staff, and guests of the District from an environment that may be harmful to them, and because of its possible harm to personal well-being, the Board hereby prohibits the use of tobacco products by all staff members, employees, visitors, or guests on all public school property throughout the Rankin County School District.
5. Candidates are referred on the basis of qualifications without regard to age, sex, creed, color, national origin, or disability. The School District agrees to comply with OSHA, EEO, EPA, ADA, and any other applicable laws and regulations.

 5.4 Time Cards

The Contractor(s) shall supply all personnel with time cards. Each Temporary staff is responsible for turning in their completed time cards to the Contractor(s). Hours worked will be signed on a daily or weekly basis by a School Cafeteria Manager. The School District will pay only for actual hours worked at the designated location. No other expenses or allowances will be paid by the School District.

 5.5 Billing

Hourly billing rates will be agreed upon in writing as part of this proposal. The Contractor(s) shall bill the School District on a weekly basis. The School District shall submit payment on a monthly basis.

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5.6 Uniforms

All Temporary Cafeteria Workers must be properly dressed in clean, neatly fitting **khaki scrubs**. Non-sliding sole shoes shall be worn as part of the uniform attire. Only aprons and gloves shall be supplied by the School District.

 5.7 Personal Hygiene and Appearance

 All Temporary Cafeteria Workers shall observe the following rules:

1. Daily bath.
2. Clean, moderate short fingernails with clear polish or no polish. Absolutely NO fake nails allowed.
3. Clean hair or wig.
4. Hair net must be worn at ALL times. Hair nets shall be supplied by the Contractor(s) or temporary worker.
5. No jewelry shall be worn except one pair of single post stud earrings and/or a simple wedding band without stones.
6. Absolutely no visible body piercing jewelry is allowed. (such as nose, lip, tongue, eyebrow jewels)
7. No necklaces or bracelets are allowed.
8. Hair color shall not be a distraction. (example: pink, green, purple, blue, etc. hair color is not allowed)
9. No visible tattoo is allowed.

**6.0 CONTRACT TERMS AND CONDITIONS**

The Contract with the successful Contractor(s) will contain the following Contract Terms and Conditions:

6.1 Contract Period

The Contract shall cover the period from June 1, 2017 through May 31, 2018. Temporary cafeteria workers shall be available to begin work following the district’s school calendar. (Example: 2017-2018 Rankin County School District calendar, school begins August 8th, 2017)

The Contract may be renewed at the expiration of the initial term at the request of the District. The renewal may be for up to two (2) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year’s increase in the Consumer Price Index for Urban Wage Earners. (CPI-W) All price increases must be approved by the Rankin County School District prior to a renewal.

Notice of intent to renew will be given to the Contractor(s) in writing normally ninety (90) days before the expiration date of the current term.

 6.2 Joint Employment

The District will not be considered a joint employer of the Contractor(s) placement personnel under this Contract. Furthermore, the District will not be liable, either jointly or severally, for violations of the Fair Labor Standards Act (FLSA) specifically, the Contractor(s) shall:

1. Determine the FLSA status (exempt or one-exempt) status of their employees.
2. Keep track of the total hours its employees actually work in each work week.
3. Compute and pay its employee’s wages, including overtime and benefits according to the Contract agreements.
4. Maintain FLSA required records for its workers.

6.3 Delays

If a delay is foreseen, the Contractor(s) shall give immediate written notice to the requesting District personnel. The Contractor(s) must keep the District advised at all times of the status of the order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the District to purchase services elsewhere and charge full increase in cost and handling to the defaulting Contractor(s).

 6.4 Delivery Failures

Shall the Contractor(s) fail to deliver the proper services at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the District, or should the Contractor(s) fail to make a timely replacement of personnel when so requested, the District may purchase services of comparable quality to replace the rejected or undelivered services.

**7.0 EVALUATION CRITERIA AND SELECTION FACTORS**

The contract(s) will be awarded to the qualified contractor(s) whose proposal is most advantageous to the School District, based upon the evaluation criteria specified below. Thus, 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 guide the School District in making an intelligent award decision based upon the evaluation criteria.

The School District reserves the right to request oral presentations from those firms determined to be in a competitive range and shall use the information derived from these oral presentations, if any, in its evaluation.

The School District anticipates selecting multiple companies for temporary cafeteria worker services using the following criteria to determine which firm(s) best meets the needs of Rankin County School District:

 Temporary Cafeteria Worker Points

 Ability to Meet the Specific Needs of Rankin County School District 30

 Experience and Qualifications 30

 Quality and Completeness of Proposal 5 Compliance with Contract Terms and Conditions 5

 Pricing 30

 **Total possible points 100**

**8.0 TIMETABLE/RESPONSE SUBMITTAL**

A tentative timetable for the selection process is provided below:

* April 26, 2017 Advertise to Bid
* May 16, 2017 Bid Opening 2:00 p.m. Public opening, Rankin County School District, Administrative Office Bldg., 1220 Apple Park Place, Brandon, MS 39042
* TBA Interview Date between May 17, 2017 – May 23, 2017 (if needed)
* May 24, 2017 Board Approval (Accept or Reject) at 7:30 a.m.

Upon the release of this RFP and during the conclusion of the selection process, there shall be no communication between any prospective respondents and/or their agent(s) with any staff of the Rankin County School District, or any elected or appointed official of the School District and/or their staff, except as provided for in the RFP. Any violation of this provision by any prospective firm and/or its agent shall be grounds for immediate disqualification.

All proposals for temporary cafeteria worker services shall be submitted to the Rankin County School District as follows:

 Hand deliver to:

Rankin County School District

Administrative Office Bldg.

1220 Apple Park Place

Brandon, MS 39042

Or

Mailed to:

Lance Fulcher, Director of Purchasing

Rankin County School District

P.O. Box 1359

Brandon, MS 39043

**Bids must be received prior to 2:00 P.M. on or before May 16, 2017**

**ENVELOPE SHOULD BE PLAINLY MARKED**

**RFP# CN1801**

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

Proposals which are submitted in electronic format or faxed will not be accepted.

Any questions regarding this RFP should be in writing to Pam Kirby, Director of Child Nutrition at pkirby@rcsd.ms or by mail: 127 B Pleasant Street, Brandon, MS 39042.

**9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS**

9.1 Preparation and Submission of Proposals

A. 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.

B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.

C. All proposals must be submitted to Rankin County School District, Administrative Office Bldg. in a sealed envelope. The face of the sealed envelope shall indicate the RFP number, time and date of opening and the title of the RFP.

D. All proposals shall be signed in ink by the individual or authorized person(s) of the firm.

1. Proposals must be received by Rankin County School District, Administrative Office Bldg. prior to 2:00 p.m. on May 16, 2017. Requests for extensions of this time and date will not be granted, unless deemed to be in the District’s best interest. Bidders mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the District by the time and date set for acceptance of the proposals. Proposals will be publicly opened and logged in at the time and date specified.

9.2 Questions and Inquires

ONLY written questions and inquires will be accepted from any and all bidders. The District is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Rankin County School District staff regarding the RFP may result in the disqualification of the bidder. Inquires pertaining to the RFP must have the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received at least three (3) days in advance of the proposal opening date. It is the responsibility of all bidders to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from [www.rcsd.ms](http://www.rcsd.ms).

 9.3 Late Proposals

 LATE proposals will be returned to contractor(s) UNOPENED, if RFP number, acceptance date, and contractor’s return address is shown on the envelope.

 9.4 Rights of the District

 The District reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to 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 schedule for the services being procured.

 9.5 Withdrawal of Proposals

1. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
2. Proposals may be withdrawn on written request from the bidder at the address shown in the solicitation prior to the time of acceptance.

9.6 Prohibition as Subcontractors

 No bidder 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 firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

 9.7 Notice of Award

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

 9.8 W-9 Form Required

 Each bidder shall submit a completed 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 your firm. A copy of this form can be downloaded from

 http://www.rcsd.ms/cms/lib08/MS01910580/Centricity/domain/666/accounting-docs/fw9.pdf.

**10.0 PROPOSAL SUBMISSION FORMS**

10.1 Pricing (FORM CN-001 pg. 12)

 10.2 Documentation Check list (FORM CN-002 pg. 13)

 10.3 Attendance Zones (FORM CN-003 pg. 14)

**FORM CN-001**

**RANKIN COUNTY SCHOOL DISTRICT**

**1220 Apple Park Place**

**Brandon, MS 39042**

 **T: 601.825.5590 F: 601.825.2618**

10.0 PROPOSAL SUBMISSION FORMS

TEMPORARY CAFETERIA STAFFING SERVICES

10.1 PRICING

THE FIRM OF: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FEIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereby agrees to provide the requested services as defined in Request for Proposal for the price as stated in the price proposal. The Contractor(s) shall bill the School District on a weekly basis. The School District shall submit payment on a monthly basis.

Temporary Cafeteria Worker (per 4.1.1) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_/hour Bill Rate $\_\_\_\_\_\_\_\_\_\_\_/hour

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FORM CN-002**

**RANKIN COUNTY SCHOOL DISTRICT**

**1220 Apple Park Place**

**Brandon, MS 39042**

 **T: 601.825.5590 F: 601.825.2618**

10.0 PROPOSAL SUBMISSION FORMS

TEMPORARY CAFETERIA STAFFING SERVICES

10.2 DOCUMENTATION CHECKLIST

1. Return the following with your proposal.

ITEM: INCLUDED: (X)

1. W-9 Form per \_\_\_\_
2. Insurance Requirements (per 3.3) \_\_\_\_
3. Addenda, if any (Informality) \_\_\_\_
4. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the bidder to ensure that it has received all addenda and to include signed copies with their proposal.

ITEM: INCLUDED: (X)

1. Addenda, if any \_\_\_\_
2. Payment Terms \_\_\_\_
3. Minimum Qualification Documentation (per 3.0) \_\_\_\_

Person to contact regarding this proposal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of person authorized to bind the Firm:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*By signing and submitting a proposal, your firm acknowledges and agrees that it has*

*Read and understand the RFP documents.*

**FORM CN-003**

**RANKIN COUNTY SCHOOL DISTRICT**

**1220 Apple Park Place**

**Brandon, MS 39042**

 **T: 601.825.5590 F: 601.825.2618**

10.0 PROPOSAL SUBMISSION FORMS

TEMPORARY CAFETERIA STAFFING SERVICES

10.3 ATTENDANCE ZONES

Bidder must specify ALL OR SPECIFIC ATTENDANCE ZONES in which you agree to provide temporary staffing services stated in this proposal. *The District has the right to select a proposal in its entirety or some portion(s) thereof.*

√Checkmark each school zone to be included in your proposal.

|  |  |  |
| --- | --- | --- |
| **⃝** | **BRANDON ZONE** | *(schools included in this zone is as follows)* |
|  |  | Brandon ElementaryBrandon MiddleBrandon HighRouse ElementaryStonebridge ElementaryLearning Center |
| **⃝** | **FLORENCE ZONE** | *(schools included in this zone is as follows)* |
|  |  | Steens Creek ElementaryFlorence ElementaryFlorence MiddleFlorence High |
| **⃝** | **MCLAURIN ZONE** | *(schools included in this zone is as follows)* |
|  |  | McLaurin ElementaryMcLaurin High |
| **⃝** | **PELAHATCHIE ZONE** | *(schools included in this zone is as follows)* |
|  |  | Pelahatchie Attendance Center |
| **⃝** | **PISGAH ZONE** | *(schools included in this zone is as follows)* |
|  |  | Pisgah Attendance Center |
| ⃝ | **PUCKETT ZONE** | *(schools included in this zone is as follows)* |
|  |  | Puckett Attendance Center |
| **⃝** | **RICHLAND ZONE** | *(schools included in this zone is as follows)* |
|  |  | Richland ElementaryRichland Upper ElementaryRichland High |

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_