

# REQUEST FOR PROPOSALS



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

**Mississippi Department of Education  
Mississippi Schools for the Blind and the Deaf  
Office of Combined Services  
1403 Eastover Drive  
Jackson, Mississippi 39211**

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Date: April 20, 2015**

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**REQUEST FOR PROPOSALS – Mississippi Department of Education  
Food Service Management Services  
for the Mississippi Schools for the Blind and the Deaf**

The Mississippi Department of Education (MDE) through the Mississippi Schools for the Blind and the Deaf, Office of Combined Services, is soliciting competitive written proposals from qualified vendors for food service management services for the Mississippi Schools for the Blind, 1252 Eastover Drive, and the Mississippi School for the Deaf, 1253 Eastover Drive, Jackson, Mississippi. Both schools are equipped as on-site preparation facilities.

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

The schools operate under the general supervision of the Mississippi Department of Education. The daily activities at the schools are under the administration of a Superintendent at both locations. The Director of Combined Services is administrator of the Food Service Contract.

The schools provide specialized instruction for visually impaired and hearing impaired students. The enrollment for the two schools is expected to remain stable; therefore, the meal counts provided in the Budget Summary of this RFP reflect anticipated enrollment for the 2015 - 2016 school year. A 2014 - 2015 school calendar and a tentative 2015 - 2016 school calendar are attached and show the dates that both schools are open.

**A. REQUEST FOR INFORMATION**

Questions concerning the RFP should be sent to: [ttremonte@mde.k12.ms.us](mailto:ttremonte@mde.k12.ms.us)

The deadline for submitting written questions by email is May 8, 2015. Copies of all questions submitted and the responses will be posted to MDE's website [www.mde.k12.ms.us](http://www.mde.k12.ms.us) under the Public Notices section and will be available to the general public on May 13, 2015.

**B. DUE DATES FOR PROPOSAL**

Five (5) proposal (1) original and (4) copies with one (1) electronic copy saved to a CD or a USB flash drive in a "read only" PDF format must be received by **3:30 p.m. Central Time (CT) on Wednesday May 27, 2015** at the following address based upon the delivery method used:

**Hand Deliver Proposals to:**

Lorraine Wince  
Office of Procurement  
Mississippi Department of Education  
Central High School, Suite 307  
359 North West Street  
Jackson, MS

**Mail Proposals to:**

Lorraine Wince  
Office of Procurement  
Mississippi Department of Education  
Post Office Box 771  
Jackson, MS 39205-0771

**Ship Proposals to:  
(FedEx UPS, etc.)**

Lorraine Wince  
Office of Procurement  
Mississippi Department of Education  
359 North West Street  
Jackson, MS 39201

**C. RESPONSIBILITY OF THE OFFEROR**

- Ensure that the competitive proposals are delivered by the deadline and assumes all risks of delivery.
- At the time of receipt of the proposals, the proposals will be date stamped and recorded in Suite 307 of Central High School Building.
- Proposals and modifications received in the room after the time designated in the RFP will be considered **late** and will not be accepted or considered for award.
- Incomplete proposals will not be evaluated and will not be returned for revisions. No late, faxed or emailed copies will be accepted.
- Proposals that do not include the required number of copies will not be evaluated.
- Proposals that do not include the required CD or USB flash drive will not be evaluated.
- The proposal transmittal form must be signed by an authorized official to bind the offeror to the proposal provisions.

**D. SCOPE OF WORK AND RESPONSIBILITIES**

The Mississippi Department of Education is seeking proposals for the scope of work and specific responsibilities stated below:

- 1) Preparation and service of food to students and school employees in accordance with the description of food service menu style described in this RFP.
- 2) The daily menus shall meet the 2010 Dietary Guidelines for Americans. Section 9 of the National School Lunch Act mandates that school lunches and school breakfasts provide one-third and one-fourth of the daily recommended dietary allowances (RDAs) and energy allowances, respectively, when averaged over a week. The RDAs reflect nutrient intake levels that meet the needs of most children by targeting nutrient levels needed not only to prevent nutrient deficiencies, but also to reduce the risk of chronic disease. These nutrient standards are found in 7 CFR 210.10(c) and (d) and 7CFR 220.8(b) and (c).
- 3) With prior approval of the appropriate superintendent, the offeror may be requested to provide special meals for the schools that are outside the scope of this RFP. If so, the charge for these meals will be negotiated prior to the event, and the charge for these special meals will be invoiced separately.
- 4) The charge to adults for eating shall be at the same charge as for student meals. Adults will pay the offeror, and the collections shall remain the property of the offeror. MDE shall not assume any liability for uncollected adult sales. Portion sizes for adult meals served during regularly-scheduled meal times shall be no less than 125% of the portion sizes for high school students.
- 5) The offeror shall serve guests and charge as indicated in number 4 above. However, some guests may have guest tickets that will entitle them to eat at the expense of the MDE. These guest tickets will be signed and dated by the appropriate school Superintendent and must be turned in with the invoice.
- 6) The offeror shall take the daily meal counts and shall provide to the Director of Combined Services the information needed to file monthly claims for reimbursement with the Office of Child Nutrition (OCN).
- 7) The offeror must have adequate number of personnel to serve all meals to all students on both campuses within the time limits scheduled for each school's meal periods.
- 8) The offeror shall provide meals for the Mississippi School for the Blind's (MSB) and the Mississippi School for the Deaf's (MSD) Extended School Year or Summer Enrichment if applicable. The dates for the Extended School Year or Summer Enrichment are noted in the MSB/MSD School Calendars attached. The estimated number of meals is included in the Budget Summary page (Attachment I).
- 9) The washing of dishes, trays, pots, pans, utensils, and the cleaning and sanitation of food equipment, counters, serving lines, dining room tables and tablecloths, kitchen floors and walls, and routine housekeeping in the kitchen, dining room and storage areas used by the offeror, including the cleaning of floors and walls in these areas, shall be the responsibility of the offeror. The offeror will be responsible for monthly cleaning of the vent-a-hood filters.

10) The offeror shall provide clearly-distinguishable labels on the MSD serving line for all menu items. MSB will prepare and provide Braille labels for menu items on the MSB serving line.

11) After each meal service, the offeror shall place all garbage and trash in appropriate containers and place in an area designated by the schools for removal.

12) The offeror shall hose down with disinfectant, twice weekly, the receptacles in which all trash and garbage are placed. The "hose down" area shall be cleaned by the offeror during the twice-weekly cleaning of the receptacles.

13) The record of foods produced and donated foods used shall be maintained by the offeror in the format prescribed by the Office of Child Nutrition, MDE. Such records must be maintained on site for a period of three (3) years plus the current year, or as long as required to resolve open audits. All records must be available to the Schools for the Blind and the Deaf immediately upon request.

14) All requests for information or responses to food orders as necessary for the schools to take full advantage of the donated foods offered shall be the responsibility of the offeror.

15) The offeror shall provide MDE an Office of Child Nutrition (OCN) certified manager and a Qualified Food Operator (QFO) who is Servsafe Certified on site during all food service operations.

16) The offeror shall utilize the recommendations of the Advisory Board comprised of parents, teachers, and students as well as the MSB and MSD School Health Councils to increase student satisfaction whenever possible.

17) The offeror shall agree to utilize the MDE-owned equipment and facilities in a good and proper manner and shall keep the same in a state of cleanliness to ensure strict compliance with Health Regulations of the State of Mississippi.

18) Repairs to expendable and nonexpendable equipment or physical facilities due to the negligence of the offeror, its employees or agents shall be the sole responsibility and expense of the offeror. On termination of the contract, the offeror shall restore all equipment furnished to the same condition (except for normal use wear) as when originally made available.

19) Costs which the offeror should consider in the per meal charge, since the cost will be paid by the offeror, are as follows:

A) Food and beverages

B) Salaries and on-site personnel employed by the offeror

C) Fringe benefits of on-site personnel employed by the offeror

- D) Delivery and storage fees for donated foods received by MDE
  - E) All paper and cleaning supplies utilized in the food preparation, service, dining area, and sanitation area
  - F) Product and public liability insurance
  - G) Fire and theft insurance for offeror or offeror personnel or agents' personal property
  - H) Any applicable taxes and fees
  - I) Decorations for the dining and food service areas
  - J) Promotional materials for use in increasing student satisfaction and participation and as required by the Office of Child Nutrition per federal guidelines.
  - K) The value of any donated food to be provided by MDE for use of the offeror. (A credit for this monthly value will be taken off each invoice).
- 20) Upon termination or expiration of the contract, the offeror shall surrender all MDE-owned expendable and nonexpendable equipment and all donated food inventory. MDE will have already received a credit for the donated food. Therefore, an adjustment to the final invoice will be made for the value of the donated food.
- 21) The offeror shall provide food service in accord with all federal regulations found in 7 CFR Parts 210, 220, 245, 250, 3015, and 3016, guidance instructions and policy memorandum issued by the United States Department of Agriculture – Food and Nutrition Service, United States Office of Management and Budget Circulars for federal grants and policies of the MDE.
- 22) The offeror shall provide fire and theft insurance at its own expense to cover any risk by fire and theft on its property located on the premises of the MSB and MSD. The offeror further agrees to provide all necessary theft and/or insurance to cover clothes, garments and other articles owned by their employees.
- 23) The MDE may request in writing the removal of an employee of the offeror who conducts himself/herself in a manner which is detrimental to the physical, mental or moral well being of students. The food service offeror shall immediately restructure staff in order to avoid a disruption of service. MDE shall not be liable for the personnel actions of the offeror. Offeror agrees that, at all times, the employees of offeror furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

- 24) All insurance required under a contract as a result of response to this RFP shall provide for notice of cancellation directly to the MDE sixty (60) days before such cancellation occurs. The successful offeror will provide the MDE with copies of all applicable insurance policies prior to the signing of the contract.
- 25) The offeror shall comply with the schools' free-reduced meal policy, and the application and agreement for federal funds and donated foods as approved by the Office of Child Nutrition, MDE, shall be made a part of the contract.
- 26) The offeror shall not use the schools' facility for preparation of food to be served at any function other than a school-approved program. Exceptions may be made by approval of the MSB and MSD Superintendents after such request is made in writing.
- 27) The offeror shall have available on the premises of MSB and MSD all supporting documentation for reports submitted to the Office of Child Nutrition. In the event of termination of the contractual agreement prior to the expiration of the record retention period specified in this RFP, copies of the supporting documentation shall be provided to the MDE.
- 28) The offeror shall have exclusive right to provide food services (National School Lunch, School Breakfast, After-School Snack and Food Distribution Programs) for the schools.
- 29) The offeror shall provide food service for students staying on campus on weekends for athletic events, homecoming, community days and other authorized school activities at the same pricing as Monday – Friday meals.
- 30) The offeror's on-site staff at the School for the Deaf are required to have some sign language capability. Mississippi School for the Deaf will offer classes for "survival signing."
- 31) The offeror shall include with the response to this RFP a 21-day reimbursable breakfast and lunch cycle menu which conforms to federal guidelines. A nutrient analysis of the menu shall be provided demonstrating compliance with 7 CFR 210. The source of the nutrient database to complete the analysis shall be referenced.
- 32) The offeror shall provide an assurance, by a surety company authorized to do business in the State of Mississippi, that if selected as the successful bidder and upon award of the contract, a performance bond will be issued in the amount of \$50,000.00. Upon ten (10) days of execution of the contract and prior to the commencement of serving, the offeror shall deliver to the MDE the executed performance bond in the amount of \$50,000.00. The performance bond will be held by the MDE as a surety for the faithful performance by the offeror of all terms of the contract. The performance bond should be renewed annually.
- 33) The offeror shall include with the response to this RFP a list of what the offeror considers adequate supplies of expendable and nonexpendable equipment.

- 34) The offeror must maintain daily menus and production records for food items that are part of the reimbursable meal.
- 35) The offeror shall describe the monthly themed meals which are required of the contract. The menus, themes, decorations, and special music or activities should be described. There shall be one lunch and one supper themed meal each month.
- 36) The USDA regulations require the schools to maintain a student, parent, and teacher advisory board for the purpose of consultation in menu planning. The offeror shall describe how the advisory board will be utilized in the management of the food service program.
- 37) The offeror shall include a narrative which demonstrates the firm's understanding of the special needs of the students in a school for the blind or a school for the deaf and of the operational application of the federal regulations found in 7 CFR Part 210, 220, 245, and 250.
- 38) The offeror shall provide sample catering menus with price lists for banquets, teas and receptions.
- 39) The offeror shall procure food items in accordance with all federal regulations found in 7 CFR Part 3016.
- 40) Each company desiring to respond to this RFP shall contact the Director of Combined Services for the Mississippi Schools for the Blind and the Deaf to make an appointment to visit the campus. A company's proposal will not be considered if the on-site visit is not made prior to the RFP due date. The Director of Combined Services, Tahnya Tremonte, can be contacted at (601) 984-8109. The date and time for the campus tour by prospective offerors is **Wednesday, April 29, 2015, at 10:00 a.m.**
- 41) With the exception of the Health Department Food Service permit, the offeror shall obtain and post all other licenses, permits and other documents required by local/state/federal law. The offeror must receive a grade of "A" or "B" on all health inspections. A lower grade received will result in an inspection by representatives of the Office of Child Nutrition. The offeror must abide by all recommended changes resulting from this inspection.
- 42) The offeror shall remove all offeror's purchased food inventories from the MSB and MSD premises at the termination of the contract.
- 43) All information needed for submission of monthly claims for reimbursement must be provided to the Office of Combined Services at the end of each month.
- 44) The offeror shall purchase only high quality, Grade A food items. No payment shall be made for meals that are spoiled or unwholesome at the time of delivery, that do not meet the detailed specifications of the reimbursable breakfast or lunch, or that otherwise do not meet the requirements of the contract.

45) The offeror shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.D. 1857 {h}), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

46) The offeror shall include with their proposal a written training plan for all employees for kitchen safety, food safety, and other applicable training.

47) The offeror shall supply special diets to any students covered by FNS instructions related to meal service to handicapped and special diet students.

48) The offeror will comply with the State of Mississippi's plan issued in compliance with the Energy Policy and Conservation Act.

49) In compliance with Section 103 of the Contract Work Hours Act, all wages must be computed on the basis of a standard 8-hour day or 40-hour work week.

50) In compliance with Section 107 of the Contract Work Hours Act, work in excess of the standard work day or week must be compensated at not less than one and one-half (1½) times the basic rate of pay.

51) The offeror may be asked to provide additional snacks for students which shall meet or exceed After School Care Program (ASCP) minimum standards.

#### **E. TIME FRAME**

The anticipated initial contract period will be from August 01, 2015 through July 31, 2016 with four (4) one-year renewals for a total of no more than 60 months.

Renewal of the contract for subsequent years will be determined annually and shall be contingent upon successful completion of the services in the preceding year's contract and a performance-based evaluation.

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

#### **F. TYPE OF CONTRACT**

This contract shall be a fixed price contract with payment made upon completion of tasks identified within the proposal.

## **G. CONTRACTOR REQUIREMENTS**

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

Preparation of breakfast, lunch, supper and after-school snacks for students, staff and guests based on the MSB/D school calendar approved by the MDE.

The quantities of food served shall be in accordance with the federal meal pattern requirements and the recommendations for the specific age group as found in 7 CFR Parts 210 and 220. MSB and MSD use the meal pattern under the current federal regulations.

The USDA Food Buying Guide shall be the basis for determining the adequacy of yield for all food items.

The Food Service Management Company (FSMC) shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. The FSMC shall certify the percentage of U.S. content in the products supplied to the School Food Authority (SFA). The SFA reserves the right to review vendor purchase records to ensure compliance with the Buy American provision.

SFAs are prohibited from entering into a contract with a FSMC that provides recommendations, develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.

The planned 21-day cycle menu presented in the response to this RFP shall be served for the first 21 days of the contract without change. The schools shall make recommended changes and approve any changes after the first 21 days.

The contractor shall submit a monthly menu to the Director of Combined Services by the 15<sup>th</sup> of the preceding month in the format of the meal pattern.

Should reimbursement for a meal be denied the schools as a result of an audit, review, or for any other reason, the amount of the denied reimbursement (overclaim or questioned cost) shall be subtracted from the funds due to the contractor. Food received under the Food Distribution Program and/or purchased by the contractor shall be stored in a manner to avoid spoilage. Under the Food Distribution Program, it is necessary to monitor the temperature of food storage (dry, chilled and frozen) daily whether school is open or closed. This is the responsibility of the contractor. If failure to monitor the temperature results in a loss due to spoilage, or if goods become unusable because they are past the expiration date, the loss that occurs is the responsibility of the contractor. In the event

reimbursement is denied or a claim is established for the period covered under the contract and the contract has been terminated, the contractor shall refund the amount of denied reimbursement or claim to the MDE.

The Office of Combined Services shall be billed for food service. The value of USDA donated commodities received during the month will be sent to the Office of Combined Services in the form of a credit memo, the amount of which will be deducted from the invoice prior to payment. (The contractor shall have access to documentation for verification of this reduction).

The contractor will ensure that the maximum amount of USDA donated foods are received and utilized by the FSMC and accrue only to the benefit of the SFA's nonprofit school food service.

The contractor will credit the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including the value of donated foods contained in processed end products. (Contracts must include the method, documentation, and frequency by which crediting will occur, and the method used to determine donated food values).

The contractor will use all donated ground beef and ground pork products and all processed end products in the SFA's food service. The contractor will use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service. (The FSMC cannot charge the SFA for the substituted commercial foods).

The procurement by the contractor of processed end products containing donated foods will comply with the requirements of subpart C of 7 CFR Part 250, and with the provisions of applicable State agency or SFA processing agreements.

The distributing (State) agency, the SFA, the Comptroller General, and USDA may perform on-site reviews of the FSMC's food service operation and have access to records related to the use of donated foods.

The contractor will maintain records to document compliance with the requirements related to the use of donated foods. Such records shall be maintained for 3 years or as long as needed to resolve audits.

The contractor shall not subcontract USDA donated food for further processing.

The contractor must complete the Certification Regarding Lobbying (Attachment F) and, if applicable, the Disclosure of Lobbying Activities (Attachment G). A copy of the certification and, if applicable, the disclosure form must be included with the proposal and with any subsequent contract modification.

In case of a power outage that interrupts the schools' schedule, the contractor shall consult with the Director of Combined Services concerning the meal service. Any meals

served during such power outage must meet the requirements identified under reimbursable meals.

The contractor will be paid weekly upon submission of weekly invoices.

The contractor is guaranteed payment for lunch served to students Monday through Friday based on the total enrollment for MSB and MSD for those days.

The contractor is guaranteed payment for supper served to students Monday through Thursday based on the combined number of residential students present for MSB and MSD for those days.

The contractor will be paid for Sunday evening meals based on a guaranteed number of seventy (70). If a greater number of students eat the Sunday evening meal, the contractor will be paid for the number of actual meals served.

The contractor is guaranteed payment for breakfast served to students Monday through Friday based on eighty (80) percent of the total MSB and MSD enrollment for that week.

The contractor will be paid for After-School Snacks to be provided Monday - Thursday based on the present total residential enrollment for MSB and MSD minus absent students for that day.

The meals estimated to be served in school year 2015 - 2016 are based on 2014 – 2015 meals and snacks served for the first semester multiplied by two (2). These figures are estimates only. Actual enrollment may increase or decrease.

#### **H. MISSISSIPPI DEPARTMENT OF EDUCATION**

The specific responsibilities of the MDE are as stated below:

- 1) Designation of a contact person to work with the contractor to ensure quality control.
- 2) Preparation of the free and reduced price meal policy.
- 3) School Food Authorities contracting for meals must designate at least one employee paid by the school food authority as the liaison person responsible for the school food authority's compliance with school food service regulations and policies. This person will maintain MDE Child Nutrition Program Certification.
- 4) Preparation of the monthly claim for reimbursement and signature authority on the claim.
- 5) Development, distribution, and collection of the parent letters and applications for free and reduced price meals.
- 6) Determination of eligibility for free and reduced price meals and the conduct of any hearing related to such determinations.

- 7) Verification of applications for free and reduced price meals.
- 8) Control of the school food service account and overall financial responsibility for food service programs.
- 9) Title to United States Department of Agriculture (USDA) donated foods.
- 10) Approval of the menu cycles and changes in the menu cycles.
- 11) Monitoring responsibility under OCN, MDE, and other applicable agencies and regulations.
- 12) Establishment and maintenance of an advisory board comprised of parents, teachers and students to assist in menu planning.
- 13) Maintenance of applicable health certifications and assurance that all state and local regulations are being met by the contractor preparing or serving meals at a SFA facility.
- 14) Assurance that the maximum amount of USDA donated foods are received and used by the contractor and accrue only to the benefit of the SFA's nonprofit school food service account.
- 15) Control of the quality, extent and general nature of the food service.
- 16) Responsibility for all contractual agreements entered into in connection with the school meal programs.
- 17) Responsibility for ensuring resolution of program review and audit findings.
- 18) At the time of contract signing, MDE shall provide an itemized inventory of all items furnished by the MDE, including miscellaneous kitchen items, to be made part of the contract. An authorized representative of both parties shall certify the inventory as correct. The MDE shall be reimbursed for the value of the Donated Food Inventory. At the termination of the contract, the contractor shall remove all contractor trash and purchased food inventories from the MSB and MSD premises.
- 19) The MDE shall have unlimited access, with or without notice to the contractor, to all areas used by the contractor.
- 20) The MDE reserves the right, at its sole discretion, to sell or dispense any food or beverage in compliance with the Competitive Food Rule which prohibits the sale of food in competition with food service one hour before and during breakfast and lunch.
- 21) Costs to be paid by the MDE are as follows:
  - A) Electricity, gas and water.

- B) All expendable equipment.
  - C) Replacement of nonexpendable equipment.
  - D) Repair and maintenance of all physical facilities.
  - E) Removal of all trash and garbage from the area to be designated by the schools.
  - F) Fire insurance for state-owned equipment and facilities.
  - G) Cost of twice-annual cleaning of the vent-a-hood system.
- 22) Signature authority on the SFA-USDA agreement, the application to participate in the NSLP/SBP, the free and reduced price policy statement, and the monthly claim for reimbursement.
  - 23) Approval of all program and non-program meal and a la carte prices.
  - 24) Changes to the 21-day cycle menu after the first 21 days of meal service.
  - 25) Monitoring responsibilities under program regulations (210.8(a)).
  - 26) The SFA, USDA, state distributing agency, and Comptroller General shall have access to all records directly pertinent to programs.
  - 27) Review and approval of timeframes and work plans.
  - 28) Provide available information to assist the offeror.

**I. MANAGEMENT RESPONSIBILITIES OF PERSONNEL AND ADMINISTRATION**

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

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

**J. TERMINATION IN EVENT OF EMPLOYMENT**

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

## **K. MEMORANDUM OF UNDERSTANDING**

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

## **L. ETHICS**

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

## **M. AVAILABLE BUDGET**

Because of the scope of this project we believe it should be possible for different proposers to arrive at vastly differing estimates of resources required. In an effort to assure a fair and equitable evaluation and award we will advise potential contractors of the funds available. It is anticipated that this will allow the proposers to explain exactly what the State will receive for this amount of funds and will allow evaluators to determine the best proposal based upon the qualifications and the description of what the State will receive in exchange for this amount.

## **N. FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSAL**

The proposal will consist of twelve (12) parts: Part I – Proposal Transmittal Form; Part II – Vendor Profile; Part III – Production Proposal; Part IV – Budget; Part V – Standard Terms and Conditions; Part VI – Prospective Contractor’s Representation Regarding Contingent Fees Form; Part VII – Proprietary Information Form; Part VIII – Clean Air and Water Certificate; Part IX – Certification Regarding Debarment; Part X – Certification Regarding Lobbying; Part XI – Disclosure of Lobbying Activities; Part XII – Independent Price Determination Certificate.

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

- **Part I** is the Proposal Transmittal Form, (Attachment A) which shall serve as the cover page of the offeror’s proposal. The offeror shall complete the form and attach to the proposal in response to the RFP.

- **Part II** is the Vendor Profile, which shall provide satisfactory evidence of the vendor's capability to manage and coordinate the types of activities and to provide the services described in this RFP in a timely manner. Special attention should be given to the qualifications listed in the Qualifications section of this RFP. A discussion shall include a description of the vendor's background and relevant experience as related to the described activities. A description and details of the relevant experience shall be included. A minimum of three (3) references shall be provided. Samples of previous work may be included.
- **Part III** is the Production Proposal that shall provide a detailed plan describing how the services will be performed to meet the requirements of the RFP. The description shall encompass the requirements of Part I and Part II of this RFP. The proposal must be prepared and organized in a clear and concise manner that is easily understandable. The proposal shall address the tasks to be accomplished, processes to be undertaken to accomplish those tasks and a proposed timeline for completion. Examples of materials that demonstrate the quality of work completed by the vendor on similar projects should be included.
- **Part IV** is the Budget that shall include the cost proposal and must encompass all requirements of this RFP. In order to be considered, vendors must submit a proposal that includes the budget narrative/cost proposal that addresses all costs for services, expenses, and products specified in the RFP. The budget narrative is a maximum cost. The MDE will not pay any costs above this amount. A detailed budget narrative shall be included. Indirect costs will not be allowed. The budget narrative should include all costs associated with the project. A unit price shall be given for each service and such unit price shall be the same throughout the proposal. The Budget Summary form (Attachment I) shall be completed and shall accompany the proposal. Please refer to the Menu System following the Budget Summary form for menu provisions. Price negotiations for reimbursable meals will occur annually prior to contract extensions.
- **Part V** is the Standard Terms and Conditions section where the Vendor shall indicate agreement with the terms and conditions as set forth on page **number 21** of the RFP. If the Vendor objects to any of the terms and conditions, the Vendor shall so state and shall indicate any revisions desired by the Vendor. Please note that any revisions may be considered adequate cause for rejection of the proposal.
- **Part VI** is the Prospective Contractor's Representation Regarding Contingent Fees Form (Attachment B) which must be completed and attached to the proposal in response to the RFP.
- **Part VII** is the Proprietary Information Form (Attachment C) which must be completed and attached to the proposal in response to the RFP. Offerors must designate those portions of the proposals which contain trade secrets or other

proprietary data which may remain confidential in accordance with section 25-61-9 and 79-23-1 of the Mississippi Code.

- **Part VIII** is the Clean Air and Water Certificate (Attachment D) which must be completed and attached to the proposal in response to the RFP.
- **Part IX** is the Certification Regarding Debarment, Suspension, Ineligibility and voluntary Exclusion (Attachment E) which must be completed and attached to the proposal in response to the RFP.
- **Part X** is the Certification Regarding Lobbying (Attachment F) which must be completed and attached to the proposal in response to the RFP.
- **Part XI** is the Disclosure of Lobbying Activities (Attachment G) which must be completed and attached to the proposal in response to the RFP.
- **Part XII** is the Independent Price Determination Certificate (Attachment H) which must be completed and attached to the proposal in response to the RFP.

#### **O. ACCEPTANCE OF PROPOSALS**

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

#### **P. REJECTION OF PROPOSALS**

Any proposal shall be rejected in whole or in part when it is determined to be in the best interest of the State, as provided by the Personal Service Contract Review Board regulations. Reasons for rejecting a proposal include, but are not limited to:

1. The proposal contains unauthorized amendments to the requirements of the RFP.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous.
4. The proposal is not signed by an authorized representative of the party.
5. The proposal contains false or misleading statements or references.
6. The offeror is determined to be non-responsive.
7. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
8. The proposal price is unreasonable.
9. The products or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the RFP.

10. The offeror did not have the required onsite visit to MSB and MSD.
11. The offeror did not complete and/or sign the required attachments and include as part of proposal submission.

**EXCEPTIONS:**

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

**Q. DISPOSITION OF PROPOSALS**

All submitted proposals become the property of the Mississippi Department of Education and will not be returned to contractor.

**R. CONDITIONS OF SOLICITATION**

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

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

1. Any proposal submitted in response to the RFP shall be in writing.
2. The MDE will not be liable for any costs associated with the preparation of proposals or negotiations of contract incurred by any party.
3. The award of a contract for any proposal is contingent upon the following:
  - Favorable evaluation of the proposal,
  - Approval of the proposal by the Mississippi Schools for the Blind and the Deaf, Mississippi Department of Education,
  - Successful negotiation of any changes to the proposal as required by MDE,
  - State Board of Education approval, if required,
  - Personal Service Contract Review Board approval, if required.
4. Likewise, the MDE also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services, or prices. Therefore, all parties are advised to propose their most favorable terms initially. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for the award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements, but proposals may be accepted without such discussions.
5. MDE reserves the right to cancel this solicitation when it is determined in writing to be in the best interest of the State as provided by the Personal Service Contract Review Board.

6. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for receipt of proposals at the place designated for receipt is late. No late proposal, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of State personnel directly serving the procurement activity.
7. Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the Mississippi Department of Education by the time and at the place specified for receipt of bids.
8. The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid prices.

#### **S. LEGAL AND TECHNICAL SUPPORT**

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

#### **T. QUALIFICATIONS**

The offeror shall provide satisfactory evidence of the capability to manage, develop, and coordinate the types of activities and to provide the services described in the RFP in a timely manner. Specific examples or evidence should be provided that demonstrates the skills, knowledge, abilities and experience of the contractor. The offeror shall provide the following information:

The name of the offeror and the location of the offeror's principal place of business. Give the age of the offeror's business and average number of employees over the past three (3) years.

Describe the skills, abilities and related experience and/or makeup of proposed staff who would be assigned to provide the required services. Staff shall have experience and expertise in the area of operation of school food service.

The contractor shall include with the response to this RFP a listing of other contracts with services similar in scope, size or discipline to the required services which were performed or undertaken in the past ten years. The address, contact person, and phone number of each account shall be provided.

Describe the qualifications of the CNP Certified Food Managers. The managers shall be available during normal working hours for consultation with the Mississippi Schools for the Blind and the Deaf. The resume of all on-site managerial personnel and corporate level staff to be assigned to this account shall be included in the response. The responsibilities or duties of each individual shall be outlined in the response.

A verbal presentation will be scheduled with the selection committee after the proposals are received. The purpose of the verbal presentation will be to allow the selection committee to ask any questions or to clarify information contained in the response to the RFP. Each potential contractor will be allowed to introduce management staff who will supervise the account and make a short (approximately ten minutes) presentation.

A plan giving as much detail as is practical explaining how the services will be performed.

## **U. CRITERIA FOR EVALUATION OF PROPOSALS**

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

Proposals submitted by the specified time and containing the twelve parts described in the Format and Procedure for Delivery of Proposal section shall be evaluated by an Evaluation Committee selected by the MDE. The specific criteria that will be used in evaluating the merits of the proposals are listed below. The criteria are weighted to yield a total of 100 and shall include the following:

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

**20 points** - Qualifications

- a. 9 points – Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services and the qualifications and abilities of personnel proposed to be to perform the services.

- b. 9 points – Personnel, equipment and facilities to perform the services currently available or demonstrated to be made available at the time of contracting.
- c. 2 points – Record of past performances of similar work.

**40 points -** Plan for performing the required services

- a. 25 Points – Menus, nutrient analysis, and food specifications submitted in the response to the prescribed menu system.
- b. 5 Points – Plans for the once per month special occasion meals submitted with the response to the RFP.
- c. 5 Points – Proposed use of the student, parent, and teacher advisory board in menu planning and product testing.
- d. 5 Points – Demonstration in narrative the firm’s understanding of the special needs (as related to providing food service) of visually and hearing impaired students. Further, the narrative should demonstrate the firm’s understanding of the operational issues related to the implementation of the federal regulations found in 7 CFR Parts 210, 220, 245, 250, and 3016.

**5 points –** Verbal presentation—overall approach to the contract.

**2 points -** Catering price list.

Awards shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth. Results of the evaluation and the recommendation of the evaluation team will be forwarded to the State Board of Education (if applicable), and the Personal Service Contract Review Board (if applicable) for approval.

## **V. POST-AWARD VENDOR DEBRIEFING**

Vendors will be given the opportunity to request a debriefing. Upon notification of intent to award or notification of unsuccessful bidder, vendor will have three (3) business days to request a post-award debriefing in writing, by U.S. mail or electronic submission. At a minimum, the debriefing should occur within five (5) business days after receipt of the vendor request. The debriefing shall include the following:

- (1) Evaluation of significant weaknesses or deficiencies in the proposal;
- (2) Overall evaluated cost or price and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- (3) Overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- (4) Summary of the rationale for award; and,
- (5) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

## **W. STANDARD TERMS AND CONDITIONS**

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

### **1. ACCESS TO RECORDS**

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

### **2. APPLICABLE LAW**

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

### **3. ANTI-ASSIGNMENT/SUBCONTRACTING**

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

#### **4. AUTHORITY TO CONTRACT**

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

#### **5. COMPLIANCE WITH LAWS**

Contractor understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

#### **6. INDEPENDENT CONTRACTOR**

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

#### **7. COPYRIGHTS**

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

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

## **8. DISCLOSURE OF CONFIDENTIAL INFORMATION**

In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.* (1972, as amended).

## **9. EXCEPTIONS TO CONFIDENTIAL INFORMATION**

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

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

## **10. MODIFICATION OR RENEGOTIATION**

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

## **11. PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 E Capitol Street, Suite 800, Jackson, MS, 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

## **12. REPRESENTATION REGARDING CONTINGENT FEES**

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

## **13. REPRESENTATION REGARDING GRATUITIES**

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

## **14. AVAILABILITY OF FUNDS**

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

## **15. STOP WORK ORDER**

(1) *Order to stop work:* The procurement officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

(2) *Cancellation or Expiration of the Order.* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and
- (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) *Termination of Stopped Work.* If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) *Adjustment of Price.* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

## **16. TERMINATION FOR DEFAULT**

(1) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the procurement officer may notify Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the procurement officer, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the procurement officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the procurement officer. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the MDE has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the MDE shall be at the contract price. The MDE may withhold from amounts due Contractor such sums as the procurement officer deems to be necessary to protect the MDE against loss because of outstanding liens or claims of former lien holders and to reimburse the MDE for the excess costs incurred in procuring similar goods and services.

- (4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of Subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the procurement officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements.

Upon request of Contractor, the procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the MDE under the clause entitled "Termination for Convenience." (As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier).

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

## **17. TERMINATION FOR CONVENIENCE**

- (1) *Termination.* The procurement officer may, when the interests of the MDE so require, terminate this contract in whole or in part, for the convenience of the MDE. The procurement officer shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

- (2) *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The procurement officer may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

## **18. PRICE ADJUSTMENT**

- (1) *Price Adjustment Methods.* Any adjustment in contract price, pursuant to a clause in this contract shall be made in one or more of the following ways:
- (a) by agreement on a fixed price adjustment before commencement of the additional performance;
  - (b) by unit prices specified in the contract;
  - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
  - (d) by the price escalation clause.
- (2) *Submission of Cost or Pricing Data.* Contractor shall provide cost or pricing data for any price adjustment subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

## **19. E-VERIFICATION**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

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

(2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

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

## **20. E-PAYMENT**

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

## **21. TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

## **22. PAYMODE**

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

### **23. BOARD APPROVAL**

It is understood that this contract is void and no payment shall be made in the event that the Mississippi Board of Education and/or the Personal Service Contract Review Board does not approve this contract.

### **24. PERSONNEL**

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

### **25. CONFIDENTIALITY**

Contractor shall agree to assure the confidentiality of any records obtained from the MDE as required by state and federal privacy laws. No information, documents or other material provided to or prepared by Contractor deemed confidential by MDE pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of the MDE. Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor shall rest with Contractor.

### **26. INDEMNIFICATION**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate the members of the Mississippi Board of Education, the MDE, and its commission members, officers, employees, agents and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

### **27. DEBARMENT AND SUSPENSION**

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

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

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

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

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

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

## **28. PERFORMANCE BOND**

Within ten (10) days of execution of the contract and prior to commencement of services under this agreement, Contractor shall provide the MDE with a Performance Bond in the amount of \$50,000.00, which bond shall be maintained for the prompt and faithful performance of all Contractor's obligations under this agreement by a surety or sureties that are acceptable to the MDE. The bond should be renewed annually.

## **Tentative Timeline**

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

April 20, 2015	Release RFP
April 20 and April 27, 2015	Advertisement dates in The Clarion Ledger
April 20, 2015	Mail, email, and post to MDE website
May 8, 2015	Deadline for RFP questions
May 13, 2015	Deadline for program office response to questions and posting to website
May 27, 2015	Proposals due by 3:30 p.m. Central Time (CT) to Procurement
June 2, 2015	Evaluation of Proposals
June 18 – 19, 2015	Contract to Mississippi Board of Education
July 14, 2015	Contract to Personal Service Contract Review Board (PSCRB)
August 1, 2015	Contract Start Date

**ATTACHMENT A  
PROPOSAL TRANSMITTAL FORM**

**Request for Proposals for Food Management Services at the  
Mississippi Schools for the Blind and the Deaf**

**Name of Offeror:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Location of Offeror's Principal Place of Business:**

\_\_\_\_\_

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

\_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

By my signature below, I hereby represent that I am authorized to and do bind the offeror to the provisions of the attached proposal. The undersigned offers and agrees to perform the specified personal and professional services in accordance with provisions set forth in the Request for Proposals (RFP). Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the RFP. The undersigned is fully aware of the evaluation criteria to be utilized in awarding the contract.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Proposal Due Date: Wednesday, May 27, 2015, 3:30 p.m., Central Time (CT)**

**Mississippi Department of Education: Office of Procurement**

**ATTENTION: Lorraine Wince**

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

**See page number 4 for delivery addresses.**

# ATTACHMENT B

## CONTINGENT FEES FORM

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

---

Offeror Signature

---

Date

---

Title of Request for Proposal

\*Please check appropriate response

# ATTACHMENT C

## PROPRIETARY INFORMATION

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

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

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\_\_\_\_\_  
Offeror Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Request for Proposal

\*Please check appropriate response

# ATTACHMENT D

## CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(d)) and is listed by the Environmental Protection Agency (EPA) or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

\_\_\_\_\_  
Name of Food Service Management Company

\_\_\_\_\_  
Name of School Food Authority

**THE FOOD SERVICE MANAGEMENT COMPANY AGREES  
AS FOLLOWS:**

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

**THE TERMS IN THIS CLAUSE HAVE THE  
FOLLOWING MEANINGS:**

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to

ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317)

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

\_\_\_\_\_  
Signature (**in blue ink only**) of FSMC's Authorized Representative

-----

Title \_\_\_\_\_

Date

\_\_\_\_\_  
Signature (**in blue ink only**) of SFA's Authorized Representative

-----

Title \_\_\_\_\_

Date

# ATTACHMENT E

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## U.S. DEPARTMENT OF AGRICULTURE

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### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

#### **(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)**

- (1) 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.
  
- (2) 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

Form AD-1048 (1/92)

## **Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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 and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person 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 rules implementing Executive Order 12549. You may contact the person to which this proposal is 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 Transaction," without modification, in all lower tier covered transaction 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 Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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.

## ATTACHMENT F

### CERTIFICATION REGARDING LOBBYING

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

---

**Name/Address of Organization (FSMC)**

---

**Name/Title of Submitting Official**

---

**Signature (in blue ink only)**

---

**Date**

**ATTACHMENT G**  
**DISCLOSURE OF LOBBYING ACTIVITIES**  
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> _____ a. initial filing b. material change  <b>For Material Change Only:</b> Year _____ Quarter _____ Date of Last Report _____
<b>4. Name and Address of Reporting Entity:</b> Prime  Subawardee  Tier, if known:  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Entity:</b> (last name, first name, MI)   (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
<b>10. b. Individuals Performing Services</b> (including address if different from No. 10.a.)   (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
<b>11. Amount of Payment</b> (check all that apply): \$ _____ Actual      \$ _____ Planned	<b>13. Type of payment</b> (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____	
<b>12. Form of Payment</b> (check all that apply): _____ a. cash _____ b. in-kind; specify: Nature _____ Actual _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</b>   (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>15. Are Continuation Sheet(s) SF-LLL-A Attached:</b> Yes _____ (Number _____)      No _____		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ (in <span style="color: blue;">blue</span> ink only) <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone:</b> _____ <b>Date:</b> _____	

**DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET  
SF-LLL-A**

**Reporting Entity:** \_\_\_\_\_  
**Page** \_\_\_\_\_ **of** \_\_\_\_\_

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check all that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, DC 2503.

ATTACHMENT H

**Independent Price Determination Certificate**

Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute Certificate of Independent Price Determination.

\_\_\_\_\_  
Name of Food Service Management Company

\_\_\_\_\_  
Name of School Food Authority

(A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication or agreement the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

(1) He or she is the person in the offeror's organization responsible within the organization for the decision as to prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the person responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above.

**To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, of directors and employees are not currently under investigation by any governmental agency and have not last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:**

\_\_\_\_\_  
Signature (in blue ink only) of FSMC's Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that have jeopardized the independence of the offer referred to above.**

\_\_\_\_\_  
Signature (in blue ink only) of SFA's Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.**

ATTACHMENT I

**BUDGET SUMMARY**

Date Proposal Submitted: \_\_\_\_\_

Name of Firm Submitting Proposal: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

**Charges for each meal shall be as follows:**

**Mississippi Schools for the Blind and the Deaf – Regular and Extended School Year or Summer Enrichment**

<b>Per Meal Charge</b>	<b>Estimated for 15/16</b>	<b>Total Cost</b>
Breakfast _____	24,745	_____
Lunch _____	27,805	_____
Supper M-Thursday _____	13,854	_____
Supper Sunday _____	3,150	_____
*K-3 Snack _____	8,748	_____
^ASCP Snack _____	25,838	_____

\*Includes special diet snacks

^Includes additional daily snacks as needed  
After School Care Program (ASCP)

**Our bottom line bid for food service at the two schools is: \_\_\_\_\_**

## **MENU SYSTEM**

**Menu system for Reimbursable School Breakfast and Lunch** – All breakfast and lunch menus must be prepared according to the 7 CFR 210.10 meal pattern. Three (3) entrees shall be offered at lunch: a cafeteria-type entrée (whole meat or casserole containing meat), a hand-held entrée (hamburger, hot dog, wrap, etc.), and a chef salad.

**Menu system for After-School Snack Program** – The offeror shall follow the USDA meal pattern meeting federal requirements for after-school snacks. MSB and MSD students shall have input regarding snack offerings within the federal and state guidelines.

**Menu system for Pre-Kindergarten through Third Grade snacks and for those students with physician-ordered special food requirements** - Daily the offeror shall offer the students a snack which meets the meal pattern requirements for the Child and Adult Care Food Program supplement. The children shall be served **two** of the following four components:

- An eight (8) fluid ounce serving of milk; or
- A  $\frac{3}{4}$  cup of fruit or vegetable or full-strength fruit/vegetable juice; or
- A serving of bread/bread alternate; or
- A one (1) ounce serving of meat/meat alternate.

Water may be utilized as the beverage when two non-liquid components are selected as the snack. When water is utilized as the beverage, it shall be served in disposable containers. Children should be encouraged to drink water. Therefore, the offeror is encouraged to offer this option weekly. The meal pattern requirement states that two liquids (other than water) cannot be served. Fruit juice may not be offered as the only other component when milk is offered.

**Menu system for grades K - 5 supper** – Daily the offeror will offer the students the following:

1. A choice of two (2) three (3)-ounce servings of meat/meat alternate (may select one).
2. A choice of two (2) hot vegetables and one (1) green salad (may select two).
3. A choice of two (2) fruits with one being fresh fruit (may select two).
4. A choice of milk, iced tea, fruit juice or fruit punch (may select two).
5. A choice of two (2) breads, one being hot (may select one).
6. A choice of two (2) desserts, one being ice cream (may select one).

**Menu system for grades 6 – 12 supper** – Daily the offeror will offer the students the following:

1. A choice of three (3) four (4)-ounce servings of meat/meat alternate or a chef salad (may select two).
2. A choice of two (2) hot vegetables and one (1) green salad (may select two).
3. A choice of two (2) fruits, one being fresh (may select two).
4. A baked potato bar with various toppings including but not limited to butter, cheese, cheese/broccoli, chili, and sour cream.
5. A choice of milk, iced tea, fruit juice or fruit punch (may select two).
6. A choice of two (2) breads, one being hot (may select one).
7. A choice of two (2) desserts, one being ice cream (may select one).

**Sunday night suppers** – When students are scheduled to remain on campus for the weekend, regular meals are required for Breakfast, Lunch and Supper. On weekends when students go home, the last meal served is Friday lunch. A sack meal may be prepared and picked up by dorm staff for the Sunday night meal twice per month. The sack meal shall meet the minimum requirements for a reimbursable meal under the National School Lunch Program with additional foods for calories. An example menu might be a meat sandwich, fresh fruit, vegetable sticks with dip, chips, cookies, and milk. A hot supper served in the cafeteria should be prepared for the remaining Sunday nights in the month. This supper may consist of pizza, hot dogs, hamburgers, tacos or other meals popular with children. Sack suppers shall be served on the first and third Sundays, and hot suppers shall be served on the second and fourth Sundays.