

REQUEST FOR PROPOSALS FOR TEMPORARY CAFETERIA WORKER STAFFING SERVICES RFP# #23-24-17

REQUEST FOR BID PROPOSALS

TEMPORARY CAFETERIA WORKER STAFFING SERVICES

SECTION/TITLE		<u>PAGE</u>
1.0	PURPOSE	3
2.0	COMPETITION INTENDED	3
3.0	CONTRACTOR'S MINIMUM QUALIFICATIONS	3
4.0	SCOPE OF SERVICES	4
5.0	GENERAL REQUIREMENTS AND RESPONSIBILITIES	5
6.0	CONTRACT TERMS AND CONDITIONS	7
7.0	EVALUATION CRITERIA AND SELECTION FACTORS	8
8.0	TIMETABLE/RESPONSE SUBMITTAL	9
9.0	INSTRUCTIONS FOR SUBMITTING PROPOSALS	10
10.0	PROPOSAL SUBMISSION FORMS	11

1.0 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals for experienced and qualified firm(s) to provide temporary cafeteria worker staffing services for <u>ALL SCHOOL CAFETERIA LOCATIONS</u> in the Vicksburg Warren School District, Office of Child Nutrition. The District's use of temporary cafeteria worker staffing is strictly on an as needed basis. Staffing assignments may vary from one (1) day or one (1) week, while other assignments may last a few months. The School District does not guarantee any minimum amount of services.

The Vicksburg Warren School District has thirteen (13) school cafeteria locations across Warren County. These locations are as follows:

- Academy of Innovation
- Beechwood Elementary School
- Bovina Elementary School
- Bowmar Elementary School
- Dana Road Elementary/Vicksburg Intermediate School
- Redwood Elementary School
- Sherman Avenue Elementary/Warren Central Intermediate School
- South Park Elementary School
- Vicksburg High School
- Vicksburg Junior High School
- Warren Central High School
- Warren Central Junior High School
- Warrenton Elementary School

The satellite locations are: Fresh Start Academy and River City Early College.

2.0 COMPETITION INTENDED

It is the District's intent that this Request for Proposals permits competition. It shall be the contractor's responsibility to advise the Director of Financial Operations in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Director of Financial Operations no later than ten (10) days prior to the date set for acceptance of proposals. Email: Kathy Hughes, Director of Financial Operations at *kathy.hughes@vwsd.org*.

3.0 CONTRACTOR'S MINIMUM QUALIFICATIONS

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

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

- 3.1 Contractor(s) must demonstrate that they are financially stable and that they have been in business providing similar service for at least three (3) years. The Contractor(s) shall provide proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.
- 3.2 Contractor(s) shall provide, at a minimum, three (3) comparable references of current work being performed. These references must be for entities in which temporary staffing services have been provided successfully on a consistent basis.
- 3.3 Contractor(s) will be required to maintain the following types of insurance throughout the life of the contract.
 - 3.3.1 Commercial General Liability Insurance ("Liability Insurance") against liability for bodily injury and death and property damage. Such Liability Insurance is to be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury, death, and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year.
 - 3.3.2 <u>Workers' Compensation</u> at statutory limits, and Employers Liability with a policy limit of not less than One Million Dollars (\$1,000,000).
 - 3.3.3 Additional Insured Each insurance policy shall be issued in the name of the contractor and Vicksburg Warren School District shall be named as an additional insured party on the Comprehensive General Liability, umbrella, or excess policies. None of the insurance policies shall be cancelable or reduced without thirty (30) day prior written notice to Vicksburg Warren School District.
 - 3.3.4 <u>Waiver of Subrogation</u> All such insurance shall contain a waiver of subrogation against Vicksburg Warren School District and its respective officers, agents and employees.
 - 3.3.5 <u>Insurers</u> All insurance shall be placed with insurers that are reasonably acceptable to Vicksburg Warren School District. All such insurers shall be licensed/approved to do business in the State of Mississippi.

4.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All contractors must be able to provide the following job duties:

4.1 Job Title, Job Description, and Minimum Requirements

- 4.1.1 <u>Temporary Cafeteria Worker</u>: Performs duties involved in the safe preparation and handling of food, cleaning, and sanitizing of equipment and facilities, serving of food, and record keeping.
- 4.1.2 Ability to read and write, make simple calculations and follow oral and written directions.
- 4.1.3 Ability to communicate, work with others, and work independently.
- 4.1.4 Ability to perform physical work such as lifting fifty (50) pounds frequently, moving heavy supplies and equipment, and continuous standing.

5.0 GENERAL REQUIREMENTS AND RESPONSIBILITIES

5.1 Employed by the Contractor(s)

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

5.2 Right of Refusal

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

5.3 Recruitment

- A. Recruitment interviews shall be done in person by the Contractor(s) to ensure employment candidates can effectively communicate verbally (in English) and in writing if needed. Candidates must have the required knowledge, skills and abilities required of the specific job classification.
- B. Candidates are required to pass the Vicksburg Warren School District finger printing Criminal History Background check. Misdemeanor(s) and/or felony charges will be considered a failure of the background check. The Contractor(s) or staffer shall be responsible for the processing fee of \$36. This fee is subject to change according to the District's processing fee charges.
- C. Drug-free Workplace. For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

- D. Tobacco-free Workplace. The Vicksburg Warren Board of Education recognizes that the use of tobacco products represents a health and safety hazard which can have serious consequences for both the user and non-user and the safety of the District, and in order to protect the students, staff and guests of the District from an environment that may be harmful to them, and because of its possible harm to personal well-being, the Board hereby prohibits the use of tobacco products by all staff members, employees, visitors or guests on all public school property throughout the Vicksburg Warren School District.
- E. Candidates are referred on the basis of qualifications without regard to age, sex, creed, color, national origin, or disability. The School District agrees to comply with OSHA, EEO, EPA, ADA, and any other applicable laws and regulations.

5.4 Time Sheets

Vicksburg Warren School District will provide a paper time sheet, to be signed on a daily or weekly basis by the temporary worker and school cafeteria manager.

The School District will only pay for actual hours worked at the designated location and verified by the signed time sheet at each location. No other expenses or allowances will be paid by the School District.

5.5 Billing

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

5.6 Uniforms

All Temporary Cafeteria Workers must be properly dressed in a clean, neatly fitting uniform: black polo shirt/black bottoms. Non-sliding sole shoes shall be worn as part of the uniform attire. Only aprons and gloves shall be supplied by the School District. An ID Badge must be provided by the Temp agency to each temporary worker.

5.7 Personal Hygiene and Appearance

All Temporary Cafeteria Workers shall observe the following rules:

- A. Daily bath.
- B. Clean, moderate short fingernails with clear polish or no polish. Absolutely NO fake nails allowed.
- C. Clean hair or wig.

- D. Hair net must be worn at ALL times. Hair nets shall be supplied by the Contractor(s) or temporary worker.
- E. No jewelry shall be worn except one pair of single post stud earrings and/or a simple wedding band without stones.
- F. Absolutely no visible body piercing jewelry is allowed. (such as nose, lip, tongue, eyebrow jewels)
- G. No necklaces or bracelets are allowed.
- H. Hair color shall not be a distraction. (example: pink, green, purple, blue, etc. hair color is not allowed)

6.0 CONTRACT TERMS AND CONDITIONS

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

6.1 Contract Period

The Contract shall cover the period from July 1, 2024 through June 30, 2025. Temporary cafeteria workers shall be available to begin work following the district's school calendar. (Example: 2024-2025 Vicksburg Warren School District calendar, school begins August 2, 2024).

The Contract may be renewed at the expiration of the initial term at the request of the District. The renewal may be for up to four (4) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be limited to the prior year's increase in the Consumer Price Index for Urban Wage Earners. (CPI-W) All price increases must be approved by the Vicksburg Warren School District prior to a renewal.

Notice of intent to renew will be given to the Contractor(s) in writing normally sixty (60) days before the expiration date of the current term.

6.2 Joint Employment

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

- A. Determine the FLSA status (exempt or one-exempt) status of their employees.
- B. Keep track of the total hours its employees actually work in each work week.

- C. Compute and pay its employee's worker's wages, including overtime and benefits according to the Contract agreements.
- D. Maintain FLSA required records for its workers.

6.3 Delays

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

6.4 Delivery Failures

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

7.0 EVALUATION CRITERIA AND SELECTION FACTORS

The contract(s) will be awarded to the qualified contractor(s) whose proposal is most advantageous to Vicksburg Warren School District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of award. Rather, the total scores will guide the School District in making an intelligent award decision based upon the evaluation criteria.

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

Vicksburg Warren School District will use the following criteria to determine which firm best meets the needs of the School District:

Temporary Cafeteria Worker	<u>Points</u>	
Ability to Meet the Specific Needs of V	WSD	30
Experience and Qualifications	30	
Quality and Completeness of Proposal	5	
Compliance with Contract Terms and Co	5	
Pricing		<u>30</u>
	Total possible points	100

8.0 TIMETABLE/RESPONSE SUBMITTAL

A tentative timetable for the selection process is provided below:

June 19, 2024 Release RFP

June 19 – June 28, 2024
 Last Day for Questions (Must be submitted by email)

July 11, 2024
 Interview Deadline (if needed)

July 17, 2024
 Board Approval (Accept or Reject at board meeting)

•

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

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

Hand deliver to:

Vicksburg Warren School District Central Office 1500 Mission 66 Vicksburg, MS 39180

Or

Mailed to: Kathy Hughes, Director of Financial Operations

Vicksburg Warren School District

Central Office 1500 Mission 66 Vicksburg, MS 39180

BIDS MUST BE RECEIVED PRIOR TO 10:00 A.M. ON OR BEFORE JULY 1, 2024

ENVELOPE SHOULD BE PLAINLY MARKED RFP #23-24-17

Proposals should be submitted in accordance with the instructions detailed below. Vicksburg Warren School District reserves the right to select a proposal in its entirety or some portion(s) thereof.

Furthermore, the School District reserves the right to reject any and all proposals and to waive irregularities.

Any questions regarding this RFP should be in writing to Kathy Hughes, Director of Financial Operations at kathy.hughes@vwsd.org.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 <u>Preparation and Submission of Proposals</u>

- A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of the solicitation will not relieve a bidder of the Contractual obligations.
- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- C. All proposals must be submitted to Vicksburg Warren School District, Central Office in a sealed envelope. The face of the sealed envelope shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized person(s) of the firm.
- E. Proposals must be received by Vicksburg Warren School District, Central Office prior to 10:00 a.m. on July 1, 2024. Requests for extensions of this time and date will not be granted, unless deemed to be in the District's best interest. Bidders mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the District by the time and date set for acceptance of the proposals. Proposals will be publicly opened and logged in at the time and date specified.

9.2 Questions and Inquires

ONLY written questions and inquires will be accepted from any and all bidders. Vicksburg Warren School District is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other School District staff regarding the RFP may result in the disqualification of the bidder. Inquires pertaining to the RFP must have the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum; however, all questions must be received by 10:00 a.m. on July 1, 2024. It is the responsibility of all bidders to ensure that they have received all Addendums and to include signed copies with their proposal.

9.3 Late Proposals

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

9.4 Rights of the District

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

9.5 Withdrawal of Proposals

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

9.6 Prohibition as Subcontractors

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

9.7 Notice of Award

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

9.8 W-9 Form Required

Each bidder shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm.

10.0 PROPOSAL SUBMISSION FORMS

- 10.1 Pricing (FORM CN-001 pg. 12)
- 10.2 Documentation Check list (FORM CN-002 pg. 13)



1500 Mission 66 Vicksburg, MS 39180 T: (601) 638-5122

10.0 PROPOSAL SUBMISSION FORMS TEMPORARY CAFETERIA STAFFING SERVICES

10.1 PRICING

THE FIRM OF:				
ADDRESS:				
_				
FEIN:	_			
Hereby agrees to provide the requested services stated in the price proposal. The Contractor School District shall submit payment on a mo	(s) shall bill the			
Temporary Cafeteria Worker (per 4.1.1) \$	/	hour	Bill Rate \$	/hour
Signature:			Date:	



1500 Mission 66 Vicksburg, MS 39180 T: (601) 638-5122

10.0 PROPOSAL SUBMISSION FORMS TEMPORARY CAFETERIA STAFFING SERVICES

10.2 DOCUMENTATION CHECKLIST

A. Return the following with your proposal.

TEM:		INCLUDED: (X)		
1.	W-9 Form per			
2.	Insurance Requirements (per 3.3)			
3.	Addenda, if any (Informality)			
4.	Payment Terms			
5.	Minimum Qualification Documentation (per 3.0)			
	Failure to provide the following items with your proposal sas non-responsive and/or non-responsible. It is the response received all addenda and to include signed copies with to contact regarding this proposal: (Print)	onsibility of the bidder to ensure that it their proposal.		
Title:	Phone:	Email:		
Name (of person authorized to bind the Firm:			
Signatu	ıre:	Date:		

By signing and submitting a proposal, your firm acknowledges and agrees that it has Read and understand the RFP documents.