

# INVITATION FOR BID



MISSISSIPPI  
DEPARTMENT OF  
EDUCATION

## **Menu Books - Print and Ship**

**The Mississippi Department of Education  
Office of Child Nutrition**

**RFx Number 3160007860**

**Submission Deadline Date:  
Friday, April 17, 2026**

***This institution is an equal opportunity provider.***

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

# INVITATION FOR BID

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| <b>RFx Bid Number:</b> 3160007860   | <b>Bid Title:</b><br>Menu Books – Print and Ship  |
| <b>Dates of Advertisements:</b><br>1 <sup>ST</sup> advertisement – Tuesday, March 10, 2026<br>2 <sup>nd</sup> advertisement – Tuesday, March 17, 2026   | <b>Program Office:</b><br>Office of Child Nutrition   |
| <b>Deadline for Questions:</b><br>Tuesday, April 7, 2026, at 2:00 p.m., CST   | <b>Bid Due Date and Time:</b><br>Friday, April 17, 2026, at 10:00 a.m.  |
| <b>Date to Post Answers:</b><br>Friday, April 10, 2026  | <b>Bid Opening Time:</b><br>Friday, April 17, 2026, at 2:00 p.m.  |
| <b>Term of Anticipated Contract:</b><br>When all parties sign on June 8, 2026 through June 30, 2030   | <b>Contract Approval:</b><br><b>Anticipated SBE:</b> Thursday, May 21, 2026<br><b>Anticipated PPRB:</b> Wednesday, June 3, 2026 |
| <b>Date Delivery Required, if applicable:</b><br>Year One: August 16, 2026, and July 15, 2026<br>Delivery Dates of Subsequent year(s) to be determined. | <b>Delivery location F.O.B. (Destination):</b><br>Multiple, see Specifications  |

MDE reserves the right to post Answers to Questions and to issue the Notice of Intent to Award on dates other than those stated above without amendment to this IFB. No other dates shall be changed unless a written amendment is issued.

You are invited to participate in this Invitation for Bid (IFB). Please submit your bid response in conformance with the instructions specified herein. By submitting a bid response, the bidder agrees and promises to sell, furnish, and deliver to the State all products and services contained in this IFB for which a contract is awarded by the State. The bidder shall fully perform the contract in accordance with all specifications, terms and conditions, and requirements contained in the IFB.

By submitting a bid, the Bidder must provide the ***MS Secretary of State’s Certificate of Good Standing*** as evidence and proof to certify that the Bidder is registered to do business in the State of Mississippi as prescribed by Mississippi law. The name under which the bid is submitted must exactly match the legal business name or registered fictitious name (DBA) as listed with the Mississippi Secretary of State’s Office, including associated business details such as address and status. Sole proprietors are not required to register with the Mississippi Secretary of State.

Written acceptance of the bidder's bid response by the State, by issuance of a purchase order or contract, constitutes a binding contract made and entered into by and between the Mississippi State Department of Education through the Procurement Director named above, and the bidder named below:

|  |                   |                |                  |
|--|-------------------|----------------|------------------|
| <b>Bidder Company Name:</b>                  |                   |                |                  |
| <b>Street Address:</b>                       |                   |                |                  |
| <b>P.O. Box:</b>                             | <b>City:</b>      | <b>State:</b>  | <b>Zip Code:</b> |
| <b>Toll Free Telephone:</b>                  | <b>Telephone:</b> | <b>Fax:</b>    |                  |
| <b>Federal I.D. or Social Security No.:</b>  |                   | <b>E-Mail:</b> |                  |
| <b>Type or Print Name of Person Signing:</b> |                   | <b>Title:</b>  |                  |
| <b>Authorized Signature:</b>                 |                   |                | <b>Date:</b>     |



accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of materials, supplies, or equipment for the State of Mississippi may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future rewards or compensation.

- b. Bidding by state employees is prohibited. It is unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise, equipment or material, or similar commodity to the State during the tenure of his or her office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the State.

### **3. TAXES**

The Mississippi Department of Education is exempt from federal excise taxes and state and local sales or use taxes. Bidders must quote prices that does not include such taxes. The MDE state sales tax exemption number is LR.11.099. Upon request, the Office of Accounting can furnish a tax-exempt letter of certificate. Contractors making improvements to, additions to or repair work on real property on behalf of MDE are liable for any applicable sales or use tax on the purchase of tangible personal property for use in connection with contracts. Contractors are liable for any applicable use tax on tangible personal property furnished to them by MDE for use in connection with their contracts.

### **4. SPECIFICATION CLARIFICATION**

It shall be incumbent upon all bidders to understand the provisions of the specifications and to obtain clarification prior to the time and date set for the bid opening. Such clarification will be answered only in response to a written request submitted in the specified amount of time set by the MDE. The MDE reserves the right to specify a time frame in which clarification requests shall be made.

### **5. INTERCHANGEABLE DESIGNATIONS**

The terms “Bidder” and “Contractor” are referenced throughout this IFB. References to the “Bidder” are used in conjunction with the proposing organization and procurement process leading up to the final IFB selection and award. The term “Contractor” denotes the role assumed, post-award, by the winning Bidder. Additionally, the terms “State of Mississippi,” “State” or “the MDE” may be used interchangeably throughout this IFB to denote the entity issuing the IFB and requesting responses from Bidders throughout these specifications.

### **6. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL**

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

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

### **7. RESTRICTIONS ON COMMUNICATIONS WITH THE PROGRAM OFFICE**

From the issue date of this solicitation until a Contractor is selected and the Contract is signed, Bidders and/or their representatives are prohibited to communicate with the **program office** staff regarding this procurement.

## **8. ORDER OF COMMUNICATIONS BY AMENDMENT**

Any and all corrections and changes, clarifications, etc., communicated between the MDE and the vendor shall be in writing. Vendor(s) shall assume all risks if acting otherwise. Questions and/or correspondence relating to this bid must be emailed to the attention of the Office of Procurement at [ProcurementQnR@mdek12.org](mailto:ProcurementQnR@mdek12.org) by **Tuesday, April 7, 2026, at 2:00 p.m.** (CST). Responses will be posted to the MDE website at [www.mdek12.org](http://www.mdek12.org) under the “Public Notice” RFP/RFQ/RFA/Invitation to Bid section and will be available to the general public by **Friday, April 10, 2026**. A copy of any corrections, changes, or clarification to the bid shall be submitted electronically in MAGIC.

## **9. QUESTIONS AND ANSWERS**

Questions must be submitted to [ProcurementQnR@mdek12.org](mailto:ProcurementQnR@mdek12.org) and must be received no later than **Tuesday, April 7, 2026, by 2:00 PM CST**, to ensure a response by the MDE. Responses to questions will be posted to the MDE website at <https://mdek12.org/procurement/rfp/> under MDE Bid Announcements as an amendment to the solicitation on **Friday, April 10, 2026**. Questions received after **the deadline** shall not be considered. It is the Bidder’s sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

## **10. ACKNOWLEDGMENT OF AMENDMENTS**

The MDE reserves the right to amend this solicitation at any time. Should an amendment to the solicitation be issued, it will be posted to the MDE website at <https://www.mdek12.org/PN/RFP> under “Public Notice” RFP/RFQ/RFA/Invitation to Bid section. Bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment acknowledgment form. Please monitor the website for amendments to the solicitation. **The MDE responses to questions will be treated as amendments to the solicitation and will require acknowledgment.** It is the Bidder’s sole responsibility to monitor MDE website or emails for amendments to this solicitation.

## **11. SUBMISSION OF BID**

All bids shall be signed and sealed. The bidder’s name and address must be listed on the outside of the envelope, along with the date of the bid opening, and the bid file number. Bids, bid modifications, or corrections received after **10:00 a.m., Central Standard Time (CST)**, on **Friday, April 17, 2026**, will not be accepted.

- a. When submitting a bid electronically, the authorized signature may be typed or be an electronic signature.

When submitting the response to the IFB electronically, all questions must be answered within the IFB and a response must be submitted for all proposed items in bid.

## **12. NONRESPONSIVE BIDS**

Nonresponsive bids will not be considered. A non-responsive bid is considered to be a bid that does not comply with the minimum provisions of the specification. Any bidder found to repeatedly offer alternated

products that are not compliant with specifications in an attempt to obtain a contract on the basis of pricing only will be disqualified from bidding for a period of 24 months.

### **13. BID OPENINGS**

Bid openings will be open to the public. The bid opening will serve only to open and read the bid price on each bid. No discussion will be entered into with any bidder as to the quality or provisions of specifications. No award will be made either stated or implied at the bid opening. At the completion of the bid call all bids will be reviewed by program staff to ensure all specifications have been met prior to awarding of a contract.

All Bidders are invited to participate in the bid call process. The bid call will take place on **Monday, Friday, April 17, 2026, at 2:00 p.m.** via TEAMS. To attend bid call virtually contact the MDE Office of Procurement via [ProcurementCnG@mdek12.org](mailto:ProcurementCnG@mdek12.org) by **2:00 p.m., April 16, 2026.**

### **14. BID INFORMATION**

Bid information and documents may be examined pursuant to the Mississippi Public Records Act of 1983, MS Code 25-61-1 et seq.

### **15. PRECEDENCE**

Bids shall be made and the contract shall be entered into in accordance with the General Conditions as hereinafter amended and modified. Should a conflict exist between the General Conditions and the Instructions and Special Conditions, the Instructions and Special Conditions shall take precedence.

### **16. COMPETITION**

There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as the State is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to the State must automatically be given to the U.S. Government.

### **17. MINOR INFORMALITIES AND IRREGULARITIES**

The MDE has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quantity, quality, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any bidder. If insufficient information is submitted by a bidder for the MDE to properly evaluate the offer, the MDE had the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quantity, quality, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any bidder.

### **18. ACCEPTANCE OF BIDS/RESERVED RIGHTS**

The Mississippi Department of Education (MDE) reserves the right to determine the lowest and responsive bid, reject any and/or all bids, to waive any informality in bids, and unless otherwise specified by the bidders, to accept any items on the bid. The MDE reserves the right to modify or cancel in whole or in part its IFB.

## **19. ERROR IN BID**

Any errors in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

Any errors found in the bid; bidder must submit a bid modification to the MDE prior to the due date specified in the IFB. Erroneous bids, where the mistake is apparent the MDE may correct or delete the error during the bid.

## **20. SPECIAL DISCOUNT PERIOD**

Time in connection with a special discount offered will be computed from date of delivery at destination or from the date correct invoices are received if the latter date is later than the date of delivery. Cash discounts will not be considered in the award process.

## **21. ACCEPTANCE OF BIDS/RESERVED RIGHTS**

The Mississippi Department of Education (MDE) reserves the right to determine the lowest and/or best bid, reject any and/or all bids, to waive any informality in bids and unless otherwise specified by the bidders, to accept any items on the bid. The MDE reserves the right to modify or cancel in whole or in part its IFB.

## **22. FIRM BID PRICE**

Prices quoted shall be firm for the term of the contract except that MDE shall receive the benefit of any price decrease in excess of five (5) percent. The contractor must provide written price reduction information within ten (10) days of its effective date.

The price bid for each item is the full purchase price, material or service costs, and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the bid.

## **23. AWARD**

It is the intent of the MDE to award a contract to the lowest responsible bidder meeting specifications June 8, 2026 through June 30, 2030. The MDE reserves the right to determine the lowest responsible bidder on the basis of an individual item, group of items, or in any way determined to be in the best interests of the MDE. Award shall be based on the following factors: (A) adherence to all conditions and requirements of the bid specifications; (B) price; (C) qualifications of the bidders, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (D) delivery or completion date; (E) product appearance, workmanship, finish, and overall quality; (F) warranty provisions; and (G) any bid that does not meet the requirements set out in the specifications shall not be considered for the award.

Unless specified otherwise in the bid, the MDE may accept any item or group of items of any kind.

The contract shall consist of the Terms and Conditions, Special Conditions, the successful bidder's bid and the written purchase order or contract award. The contract shall not be assignable in whole or in part without the written consent of the MDE.

## **24. APPLICATION**

It is understood and agreed by the bidder that any contract entered into as a result of this IFB is established for use by the MDE and all purchases made by these agencies for products included under the provisions of the contract shall be purchased from the bidder receiving the award unless exempt by special authorization from the MDE.

Under the provisions of Section 31-7-7 Mississippi Code of 1972, Annotated, the prices offered herein shall be extended to the governing authorities. However, the governing authorities, by provisions of Section 31-7-12 Mississippi Code, may purchase products covered by state contracts from any source offering an identical product at a price that does not exceed the state contract price.

Employees of the MDE have acted exclusively as agents of the State for the award, consummation, and administration of the contract and are not liable for any performance or nonperformance by the state agencies that utilize the contract.

## **25. ADDENDA**

Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two (2) day period prior to the bid opening, the bid date will be reset to a date not less than five (5) working days after the date of the addendum, giving bidders ample time to comply with the addendum. When replying to a bid request on which an addendum has been issued, and the specifications require acknowledgement, the bid shall indicate that provisions of the addendum have been noted and that the bid is being offered in compliance therewith. Failure to make this statement may result in the bid being rejected as not being in accordance with the revised specifications or plans.

## **26. CONTRACT EXTENSION**

- a. Automatic contract renewals or extensions are not allowed. Contracts must be extended or renewed with the proper documents signed or approved by the MDE.
- b. The MDE reserves the right to extend the term of a contract, when necessary, to continue a source of supply whenever new or replacement contracts are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Contractor and shall not exceed three (3) months.

## **27. SUBSTITUTIONS DURING CONTRACT**

During the term of a contract, if adequate documentation is provided that supports the claim that the contract item(s) are not available, items which meet the minimum specifications may be substituted if approved by the MDE and the substitutions are deemed to be in the best interest of the State.

## **28. LIQUIDATED DAMAGES**

Liquidated damages of one percent (1%) of the total bid award amount will be assessed for the awarded bidder for each day past the specified delivery date that the item(s) solicited are not delivered to the specified locations. The Mississippi Department of Education has the right to deduct and retain the amount of liquidated damages from payment to the bidder.

## **29. WARRANTY**

Vendor warrants that all goods and services furnished hereunder shall conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and they shall be free from latent and patent defects in materials, workmanship and title, and shall be free from such defects in design. In addition, the vendor warrants that said goods and services shall be suitable for, and shall perform in accordance with, the purposes for which they are purchased, fabricated, manufactured, and designed for such other purposes as are expressly specified in this solicitation. The MDE may return any nonconforming or defective items to the vendor or require correction(s) or replacement(s) of the item at any time the defect is discovered, all at the vendor's risk and expense. Acceptance shall not relieve the vendor of its responsibility.

## **30. INSPECTION**

Final inspection and acceptance or rejection may be made at the delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the State or any subdivision thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment therefore may be made at a proper reduction in price.

## **31. WAIVER**

The MDE reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the State.

## **32. PAYMENT**

Payment will be made within 45 days after delivery, inspection and acceptance of products or services under this contract and receipt of a correct invoice. All invoices and payment inquiries must be directed to the MDE, Office of Accounting.

## **33. CANCELLATION**

Any contract or item award may be canceled with or without cause by the State with the giving of 30 days written notice of intent to cancel. Cause for the State to cancel may include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The Contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the Contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by the State does not relieve the Contractor of any liability arising out of a default or nonperformance. If a contract is canceled by the State due to a Contractor's request for increase in prices or failure to perform, that Contractor will be disqualified from bidding for a period of 24 months. The Contractor may cancel a contract for cause with the giving of 30 days written notice of intent to cancel. Cause for the Contractor to cancel may include but is not limited to the item(s) being discontinued and/or unavailable from the manufacturer.

### **34. ASSIGNMENT**

The Contract shall not assign or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the MDE.

### **STANDARD TERMS AND CONDITIONS**

*Certain terms and conditions are required for contracting. Therefore, the Bidder shall assure agreement and compliance with the following standard terms and conditions. If the Bidder has an exemption with any clause below, please provide an explanation on Attachment E.*

#### **1. ACKNOWLEDGMENT OF AMENDMENTS**

Bidders shall acknowledge receipt of any amendment to the IFB in writing. The acknowledgement shall be signed and submitted as an attachment to the bid. Each Bidder shall submit a written acknowledgement of every amendment to the MDE on or before the submission deadline.

#### **2. ACCEPTANCE PERIOD**

The electronic copy of the response bid shall be signed and submitted as required in the instructions provided in the solicitation no later than the time and date specified for receipt of responses. Timely submission of the response is the responsibility of the bidder.

#### **3. 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.

#### **4. 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.

#### **5. APPLICABLE LAW**

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

## **6. APPROVAL**

It is understood that if this contract requires approval by the Public Procurement Review Board “PPRB”) and/or the Mississippi Department of Finance and Administration Office of Purchasing, Travel and Fleet Management (“OPTFM”) and this contract is not approved by the PPRB and/or OPTFM, it is void and no payment shall be made hereunder.

## **7. ATTORNEY’S FEES AND EXPENSES**

In the event Contractor defaults on any obligations under this Agreement, Contractor shall pay to the MDE all costs and expenses, without limitation, incurred by the MDE in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys’ fees. Under no circumstances shall the MDE be obligated to pay attorneys’ fees or legal costs to Contractor.

## **8. AUTHORITY OF SIGNATORY**

Contractor acknowledges that the individual executing the contract on behalf of the MDE is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds the signatory’s authority, Contractor agrees that it will not look to that individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.

## **9. AUTHORITY TO CONTRACT**

Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) 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, (4) 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.

## **10. 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 appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the MDE shall the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost, or expense to the MDE of any kind whatsoever. The effective date of the termination shall be as specified in the notice of termination.

## **11. BACKGROUND CHECKS**

Contractor and/or its employees represents neither has ever been convicted or pled guilty or entered a plea of nolo contendere to a felony in any court of the state of Mississippi, another state, or in federal court in which public funds were unlawfully taken, obtained or misappropriated in the abuse of misuse of any office or employment or money coming into its hands by virtue of any office or employment. Contractor and/or its employees agrees to an initial criminal background check to be performed as well as subsequent criminal background checks that may be necessary and all charges associated with these criminal background checks will be the responsibility of Contractor, if applicable. Any disqualifying information received from the criminal background check will render this agreement null and void.

## **12. BOARD APPROVAL**

It is understood that if this contract requires approval by the Mississippi State Board of Education, and this contract is not approved by the Mississippi State Board of Education, it is void and no payment shall be made hereunder.

## **13. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.

## **14. CHANGES IN SCOPE OF WORK**

The MDE may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDE and Contractor.

If Contractor believes that any work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the MDE in writing of this belief. If the MDE believes that the work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changes and at the cost stated for the work within the contract.

## **15. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY**

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.

## **16. COMPLIANCE WITH LAWS**

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

## **17. CONFIDENTIALITY**

The MDE is a public agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983*, Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to the MDE by Contractor, the MDE shall follow provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not trade secret or confidential commercial and financial information. The MDE shall not be liable to the Contractor for disclosure of information required by court order or required by law.

## **18. CONTRACT ASSIGNMENT AND SUBCONTRACTING**

Contractor acknowledges that it was selected by the MDE 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 MDE,

which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of the MDE shall be null and void.

Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the MDE may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

MDE reserves the right to request changes in personnel assigned to the project. The MDE Project Manager must pre-approve any changes in key personnel through the contract term. Substitutions are not permitted without written approval of the MDE Program Project Manager.

## **19. CONTRACT RIGHTS**

Contract rights do not vest in any party until a contract is legally executed. The MDE is under no obligation to award a contract following issuance of this solicitation.

## **20. CONTRACTOR PERSONNEL**

The MDE shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDE reasonably rejects staff or subcontractors, Contractor shall provide replacement staff or subcontractors satisfactory to the MDE in a timely manner and at no additional cost to the MDE. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

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.

## **21. COPYRIGHTS**

Contractor agrees the 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 the 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.

## **22. 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 qualification, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- (3) has not, within a three year period preceding this qualification, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraph two (2) and (3) of this certification; and,
- (5) has not, within a three year period preceding this qualification, had one or more public transactions (federal, state, or local) terminated for cause or default.

### **23. DISCLOSURE OF CONFIDENTIAL INFORMATION**

In the event that either party to this agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other confidential or otherwise protected information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond 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 Miss. Code Ann. §§ 25-61-1 *et seq.*

### **24. 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. Mississippi Code Ann. § 31-7-301 *et seq.*

### **25. E-VERIFICATION**

If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Ann. §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDE subject to approval by any agencies of the United States Government. 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 and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations;
- (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; or,
- (3) both.

In the event of such termination, Contractor would also be liable for any additional cost incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

## **26. ENTIRE AGREEMENT**

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDE and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDE or Contractor on the basis of draftsmanship or preparation hereof.

## **27. 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 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.

## **28. EXCEPTIONS TO SOLICITATION**

Bidders taking exception to any part of the solicitation shall clearly indicate such exceptions in its offer. Failure to indicate any exception will be interpreted as the Bidder’s intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

## **29. EXPENSES INCURRED IN THE PROCUREMENT PROCESS**

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

## **30. FAILURE TO DELIVER**

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDE after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDE may have.

### **31. FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER**

Failure by the MDE at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDE to enforce any provision at any time in accordance with its terms.

### **32. FORCE MAJEURE**

If MDE is closed for any reason, including but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that MDE shall be open and at the previously advertised time. The new date and time of the bid opening as determined in accordance with this paragraph, shall not be advertised, and all bidders, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by MDE until the new date and time of the bid opening as set forth herein. The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of MDE as a result of Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of cause beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods or other natural disasters ("force majeure events). When such a cause arises, Contractor shall notify the MDE immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The MDE may exercise any rights it has under the contract which are available when neither party is in default. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the MDE determines it to be in its best interest to terminate this agreement.

The contractor shall not be deemed in default of this Agreement, nor shall it be held responsible for, any interruption or delay in the performance of its obligations due to causes such as: acts of God; acts of war; act of terrorist; 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. The contractor must notify Brian McGairty, Director of Safe and Orderly Schools at 601-359-1028 within 15 days after the cause of the delay and takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this Agreement upon written notice.

### **33. INDEMNIFICATION**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board 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 attorney's 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 upon approval of the Office of the Mississippi Attorney General, 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 Office of the Mississippi Attorney General. 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 concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

### **34. INDEPENDENT CONTRACTOR STATUS**

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the MDE. Nothing contained herein shall be deemed or construed by the MDE, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MDE and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDE or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the MDE and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MDE. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDE, and the MDE shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The MDE shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDE shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the MDE for its employees.

### **35. INFORMATION DESIGNATED BY AGENCY AS CONFIDENTIAL**

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

### **36. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL**

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

### **37. INFRINGEMENT INDEMNIFICATION**

Contractor warrants that the materials and deliverables provided to the MDE under this agreement, and their use by the MDE, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the MDE the right to continue using such items without additional cost to the Agency. Should Contractor fail to obtain for the MDE the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the MDE to discontinue using such items, in which case Contractor will refund to the MDE the fees previously paid by the MDE for the items the customer may no longer use, and shall compensate the MDE for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within 10 business days of notice to the MDE to discontinue said use.

Scope of Indemnification: Provided that the MDE promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, indemnify, and hold harmless the MDE against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In the MDE's sole discretion, upon approval of the Office of the Mississippi Attorney General and the MDE, 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 Office of the Mississippi Attorney General and the MDE. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDE shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MDE, which shall not be unreasonably withheld.

### **38. 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.

### **39. MODIFICATION OR RENEGOTIATION**

The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the SBE and Public Procurement Review Board, if required.

### **40. NO LIMITATION OF LIABILITY**

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the

negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

**41. ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the MDE, agreed to by Contractor and approved by the SBE and Public Procurement Review Board, if required.

**42. PAYMODE**

Payments by the MDE using the state’s accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor’s choice. The MDE 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 Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

**43. PRICE ADJUSTMENT**

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

- a. must be stated in the solicitation describing the method in which any price adjustment will be calculated, the triggering event which makes the price adjustment clause to be enacted.
- b. by agreement on a fixed price adjustment before commencement of the additional performance;
- c. by unit prices specified in the contract;
- d. by the costs attributable to the event or situation covered by the clause, plus profit or fee, all as specified in the contract; or,
- e. by the price escalation clause.

(2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for any price adjustments.

**44. PRICE CERTIFICATION**

Any Bidder submitting a response to this solicitation agrees and certifies that it will honor its pricing and all terms and conditions herein for the duration of the contract term described in this solicitation. By submitting a response hereto, Bidder agrees to accept a contract pursuant to the requirements of Section 14.15 of the

Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations if so requested by the procuring Agency.

#### **45. PROCUREMENT REGULATIONS**

This solicitation shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website ([www.dfa.ms.gov](http://www.dfa.ms.gov)). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

#### **46. PROPERTY RIGHTS**

Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDE is under no obligation to award a contract and may terminate a legally executed contract at any time.

#### **47. RECOVERY OF MONEY**

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDE, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDE. The rights of the MDE are in addition and without prejudice to any other right the MDE may have to claim the amount of any loss or damage suffered by the MDE on account of the acts or omissions of Contractor.

#### **48. RENEWAL OF CONTRACT**

The contract may be renewed at the discretion of the MDE for the term specified in the solicitation under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed the term specified in the solicitation.

#### **49. OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES**

By responding to the solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.

#### **50. REPRESENTATION REGARDING GRATUITIES**

Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of the MDE a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of the MDE has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

#### **51. REQUIRED PUBLIC RECORDS AND TRANSPARENCY**

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on [www.transparency.ms.gov](http://www.transparency.ms.gov) and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the MDE and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

## **52. RIGHT TO AUDIT**

Contractor shall maintain such financial records and other records as may be prescribed by the MDE or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDE, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

## **53. RIGHT TO INSPECT FACILITY**

The MDE may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the MDE.

## **54. SEVERABILITY**

If any part of this agreement is declared invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provision in compliance with applicable law.

## **55. STATE PROPERTY**

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the state for any loss or damage, normal wear and tear excepted.

## **56. STOP WORK ORDER**

The MDE may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MDE. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MDE. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDE has terminated that part of the agreement or terminated the agreement in its entirety. The MDE is not liable for payment for services which were not rendered due to the stop work order.

## **57. TERMINATION**

**Termination for Convenience.** The MDE may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MDE shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination

becomes effective. 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 complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

**Termination for Default.** If the MDE gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the MDE may terminate the contract for default and the Contractor will be liable for the additional cost to the MDE to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

#### **58. TERMINATION UPON BANKRUPTCY**

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

#### **59. THIRD PARTY ACTION NOTIFICATION**

Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

#### **60. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION**

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

#### **61. UNSATISFACTORY WORK**

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

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## INSTRUCTIONS AND SPECIAL CONDITIONS - READ

### 1. **Scope**

The purpose of this IFB is to award a Contractor to provide printing, spiral binding, packaging, and delivery services for four (4) separate books. Each book is a distinct title with its own page count, content, and cover. Final specifications for each book will be provided in print-ready PDF format by the MDE.

MDE will provide PDF files that are print-ready. Contractor shall pre-flight files for errors and notify the State of any required corrections before production begins.

**See ATTACHMENT F: SPECIFICATIONS For complete Scope and Specifications**

### 2. **Term**

The term of the contract for these commodities shall be for a period of up to 60 months; however, any increase in price must be in accordance with the Price Adjustment Clause. The effective date is when all parties sign.

### 3. **Volume**

The total quantity of purchases of any individual commodity of the contract is not known, due to the number of program participants fluctuating each year. The usage shown on the bid is for the period of June 8, 2026 - June 30, 2030. The MDE does not guarantee that the MDE will buy any specified commodity or any total amount. All orders received by Contractor during the term of the contract shall be filed in accordance with the Terms and Conditions as set forth hereinafter.

### 4. **Additions/Deletions/Changes**

The MDE reserves the right to add commodities and or Contractors and to make other changes that are within the original scope of the Contract during the term of the Contract. Any such additional change, not within the original scope, will be made through the competitive bid process.

## SPECIAL CONDITIONS- READ

1. **Bids Based on Specifications** - Bids are requested on commodities that meet the specifications as listed in the Terms and Conditions.
2. **Firm Bid Price** - Prices quoted shall be firm for the term of the contract except, MDE shall be advised of and receive the benefit of any price decrease in excess of five percent (5%) automatically. The Contractor must provide written price reduction information within ten (10) days of the effective date.
3. **Price Increase Rejected** - Regarding **Firm Bid Price** section, any request for a price increase during the term of the contract will be rejected. Should the rejection result in a cancellation of the Contract, a new contract will be established as per the prescribed competitive bid procedures. Bids submitted by the vendor resulting in cancellation will not be considered. Additionally, that vendor shall be disqualified from bidding for a period of 24 months.
4. **Price Adjustment** - Price increases will not be allowed during the first twelve (12) months of the contract. Price increases may be considered for contracts after the initial twelve (12) month period with prices being effective no sooner than the 13<sup>th</sup> month of the multi-year contract. Requests for price increases shall be in the form of a letter from the Contractor. This letter must

indicate the contract number, the commodity number(s) and the new price(s) for each item for which a change is being requested. Enclosed with the request for price increase and the price adjustment format must be a copy of the manufacturer's notice of actual cost increase. The manufacturer's notice shall identify the product(s) by brand name and product order number and shall indicate the price increase as well as the contractor's new cost for the item(s). The manufacturer's notice must also be signed by an authorized corporate official, with printed name, title, address and phone number to allow for MDE verification of price increase. The manufacturer's pricing notice must be certified as the index used by the manufacturer in the normal conduct of business nationwide. The contractor must also submit a copy of the manufacturer's published price list which must include evidence of the price increase. Upon such receipt of such request for price increase the MDE will either approve or disapprove the request and will notify the contractor prior to the proposed effective date. If approved, the new prices will take effect on the effective date set forth in this paragraph.

5. **Freight F.O.B. Destination** - All quotations shall be F.O.B. destination. The term F.O.B. destination shall mean delivered and unloaded onto the receiving dock or room address of MDE and when applicable, any School Food Authority or Organization within the State of Mississippi, with all charges for transportation and unloading paid by the Contractor.
6. **Delivery** - The Contractor shall be required to maintain or to have available for his own use an inventory sufficient to make shipment within the time stated in the bid. Maximum delivery is fifteen (15) days After Receipt of Order (ARO). The total orders shall be delivered within fifteen (15) days ARO unless otherwise specified in writing by Gwenyth O'Quine ([goquine@mdek12.org](mailto:goquine@mdek12.org)). If the contractor cannot deliver the total order within the stated time frame, the vendor shall notify Gwenyth O'Quine ([goquine@mdek12.org](mailto:goquine@mdek12.org)) of the reason contractor cannot deliver all items within the fifteen (15) days. Each instance will be counted as a failure to comply with the contract. (See Contract Compliance Section of the Instructions and Special Conditions.) Bids which indicate a delivery time greater than fifteen (15) days of ARO will be rejected.
7. **Special Delivery** - Orders may be placed that require special handling that incurs extra charges. Examples of special delivery are delivery to a post office located within the State or delivery by special carrier for example, air freight. When such orders are incurred, the Contractor shall prepay and may enter the charges that are in excess of normal charges on the invoice as a separate item for payment by the ordering program or school district. A copy of these charges must accompany the invoice.
8. **Packaging** - All packaging shall conform to the current standards acceptable to the trade and required by Interstate Commerce Commission (ICC) regulations.
9. **E-Verify Compliance** - If applicable, Contractor/Seller 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 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/Seller 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/Seller 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/Seller to the following: (1) termination of this Agreement 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/Seller 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 termination/cancellation, Contractor/Seller 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.

- 10. Suspension and Debarment Certification.** By submitting this bid, the bidder is certifying that neither the bidder nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in Federal assistance programs.
- 11. Reports.** At the end of the term or as directed by the MDE Office of Procurement or Program, the Contractor shall furnish a complete summary of all items sold during the current contract period as specified by the MDE Office of Procurement or Program. This summary shall include item number, description of item, units sold and prices.

An additional report must indicate each MDE program and school district to which sales have been made, the location of each, date of the sale and the total dollar sales for the current contract period as specified by the MDE Office of Procurement or Program. The report should be compiled in Excel. Failure to comply with these requests will result in disqualification from bidding for a period of 24 months.

- 12. Notice of Award Review.** Upon completion of the bid evaluation process, the MDE Program Office will distribute a Notice of Award through the MDE website and MAGIC, *if the award meets the State's guidelines for posting a Notice of Intent to Award*. Upon receipt of this notification, the vendor should review the Bid Award and notify the Program Office of any errors by a specified date. The specified date will be considered to be the "evaluation review deadline". Vendors who claim to have made an error on their bid and can provide adequate documentation to substantiate the claim may withdraw the bid without penalty anytime on or before the evaluation review deadline. Any vendor who withdraws a bid after the evaluation review deadline shall be disqualified from bidding for a period of 24 months. Any intent to withdraw must be made in writing.

**THE MISSISSIPPI DEPARTMENT OF EDUCATION  
MENU BOOKS PRINT AND SHIP**

**1. BACKGROUND AND PURPOSE**

The Mississippi Department of Education (MDE) Office of Child Nutrition (OCN), issues this Invitation for Bids to solicit offers from qualified, experienced, responsible and financially sound vendors to provide menu books print and ship services. The printed menu books will allow organizations and school food authorities the opportunity to track food orders and plan nutritious meals. Production records are a federal regulatory requirement for participants in the National School Lunch Program and other school nutrition programs (*Federal Regulation 7CFR Section 210.10(a)(3)*) and for participants in the Child and Adult Care Food Program (*Federal Regulation 7CFR Section 226.20 (a) (b)*).

**2. SCOPE**

The MDE, OCN, is accepting bids for Menu Books, Print and Ship. The bid will be for the specified work.

MDE is seeking bids for virgin stock, as well as recycled paper (recovered materials).

Each book is a distinct title with its own page count, content, and cover. OCN will provide PDF files that are print-ready. Contractor shall pre-flight files for errors and notify the State of any required corrections before production begins.

The printer shall print and deliver a proof of one completed book to Office of Child Nutrition, MDE, at least five (5) business days before the date of production, allowing time for the copy to be proofread and returned to the contractor/vendor.

The MDE anticipates that the quantities, page counts, and content for each of the four (4) books may vary slightly from year to year over the contract term.

| <b>Product</b>                             | <b>Quantity</b> | <b>Deliverable</b>              |
|--|-----------------|---------------------------------|
| MENU BOOKS FOR CHILD CARE CENTERS          | <b>775</b>      | <b>FALL 2026 through 2030</b>   |
| MENU BOOKS FOR FAMILY DAY CARE HOMES       | <b>300</b>      | <b>FALL 2026 through 2030</b>   |
| MENU BOOKS FOR INFANTS in CACFP            | <b>600</b>      | <b>FALL 2026 through 2030</b>   |
| NSLP Required Planning & Production Record | <b>700</b>      | <b>SUMMER 2026 through 2030</b> |

**3. QUOTES/BIDS**

All quotations and/or bids shall be made for Printing, Assembling, and Delivery, including one fully assembled proof, prior to each production run of each book, each year.

**1. Bid Package**

The bid package consists of the following:

- General Conditions
- Instructions and Special Conditions
- Specifications

2. Packaging. Enter the packaging being bid in the space provided on “Exhibit A – Bid Form” or in the State of Mississippi e-procurement system. Books shall be shrink-wrapped and boxed to prevent damage during transport. Contractor must label boxes with book title, quantity, and package number (e.g., “Box 1 of 10”).
3. Manufacturer’s Brand Name. You must enter the manufacturer/brand name for each item being bid in the space provided on “Exhibit A – Bid Form” or in the State of Mississippi e-procurement system exactly as it listed on the commodity. Failure to include this information shall result in your bid being rejected.
4. Manufacturer’s Model Number. You must enter the manufacturer model number (if applicable) for each item/commodity being bid in the space provided on “Exhibit A – Bid Form” or in the State of Mississippi e-procurement system exactly as it appears on the label. Failure to include this information shall result in your bid being rejected.

**End of Page**

## TENTATIVE TIMELINE

|   |   |
|---|---|
| Start Date  |   |
| <ul style="list-style-type: none"> <li>• First date of advertisement</li> <li>• Second date of advertisement</li> </ul> | <p>Tuesday, March 10, 2026</p> <p>Tuesday, March 17, 2026</p> |
| Optional Pre-Bid Conference   | Tuesday, March 31, 2026, at 2:00 p.m., CST                    |
| Questions deadline date   | Tuesday, April 7, 2026, at 2:00 p.m., CST                     |
| Answers posted to website   | Friday, April 10, 2026  |
| Opening date and time   | Friday, April 17, 2026, at 2:00 p.m., CST                     |
| Bid evaluations   | Begin Friday, April 17, 2026                                  |
| Contract Intent to Award  | Tuesday, April 28, 2026                                       |

MDE reserves the right to post Answers to Questions and to issue the Notice of Intent to Award on dates other than those stated above without amendment to this IFB. No other dates shall be changed unless a written amendment is issued.

### 4. REVIEW AND AWARD

- (1) Rejection. The MDE reserves the right to reject any bid. Prices for individual commodities or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, may be rejected if such action would be in the best interest of the State.
- (2) Bidder's Qualification. Bidders must, upon request of the MDE, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The MDE reserves the right to make the final determination as to the bidder's ability.
- (3) Award. The MDE will award all items to one vendor or multiple vendors based on the commodities listed.
- (4) Award Criteria. The award will be made to the best bid. Factors to be considered in determining the best bid include:
  - i. Bottom Line Figure
  - ii. Conformity with Specifications
  - iii. Responsibility of the Bidder
- (5) Award Process. **Bidders must bid on all items listed. Failure to do so shall be cause for rejection of bid.** Awarding will be accomplished by multiplying the usage figure times the price bid for each item to arrive at an item cost. For items that do not indicate any usage, a quantity of one (1) case, box, etc. will be used when calculating the item cost. The item costs for all items will be summed up to arrive at a bottom-line figure. The award will be made to the lowest bottom line figure.

### 5. CONTRACT ADMINISTRATION

- (1) Contract Compliance. All bidders should note that the awarded vendor will be expected to meet all specifications of this bid. As per the General Conditions, any failure to perform is

- cause for cancellation of a bid contract. Contract will be monitored closely to ensure vendor compliance. If problems occur, they will be reviewed and discussed with the vendor and the vendor will be expected to rectify all problems promptly. Once the Office of Purchasing and Travel has received five (5) written, substantiated and verified complaints on an awarded vendor regarding noncompliance of any of the contract terms and conditions, that vendor's contract will be canceled, and that vendor will be disqualified from bidding for a period of 24 months.
- (2) Questions or problems arising from subsequent order and delivery procedures should be directed to the (Office of Child Nutrition) 500 Greymont Avenue, Suite F, Jackson, MS 39202; Phone: 601-576-5000.
  - (3) Assignment. No Contract may be assigned, sublet, or transferred without the written consent of the MDE.
  - (4) Billing Instructions. Invoices are to be mailed to the address shown on individual Purchase Orders.
  - (5) Invoices and Payment. After merchandise has been received and invoices submitted to the MDE or School District, it shall be the responsibility of the using School District to make payment. Any questions concerning payment should be addressed to the school District.

The MDE requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the school district using the processes and procedures identified by the State. Payments by school districts shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

- (6) Bid Tabulation Review. All vendors are invited and encouraged to attend the bid opening meeting to review the submitted bids. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by vendors. Upon completion of the evaluation process, the MDE will notify the vendor(s) who have submitted the apparent low bid(s) meeting specifications.

Vendors may request copies of bid tabulations and evaluations pursuant to the Public Records Act 25-61 et. Seq., MS Code of 1972.

- (7) Bid Review Schedule. Unless otherwise indicated, the following bid review schedule will be adhered to. Any protest or questions concerning the evaluation or award must be received in writing by the MDE, [ProcurementCnG@mdek12.org](mailto:ProcurementCnG@mdek12.org) on or before the evaluation review deadline.
  - a. Request for Reconsideration. Reconsideration of a decision of the Chief Procurement Officer or the head of a purchasing agency may be requested by the protestor, appellant, any interested party who submitted comments during consideration of the protest, or any agency involved in the protest. The request for reconsideration shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted, specifying any errors of law made or information not previously considered.

- Bid Opening Meeting: Friday, April 17, 2026, at 2:00 p.m.
- Evaluation Process: Begins Friday, April 17, 2026
- Distribution of Apparent Award: Tuesday, April 28, 2026
- Effective Date: June 8, 2026 through June 30, 2030

This Schedule may be revised to later dates if situations warrant such revisions. Any vendor wishing to be advised of such revision, should submit a letter with their bid which indicates this desire.

**If there is a conflict between the information in the Conditions and the Instructions and Special Conditions, the information in the Instructions and Special Conditions takes precedence.**

**6. BIDDER REQUIREMENTS**

Failure to meet the minimum requirements shall result in bid being disqualified.

- a. Bidders responding to this IFB shall be established vendors regularly engaged in the business of distribution of educational supplies, packaging and delivery of goods with at least five (5) years of experience in the business.
- b. Bidder shall submit a minimum of three (3) references, in the continental U.S., for whom the bidder provided services and/or goods of similar or equal packing and delivery of kits within the past two (2) years. When checking such references, any negative response (*e.g., poor performance, late deliverables, etc.*) may result in disqualification of the bid. (See attached Exhibit B-References Page)
- c. References shall include business name, address, telephone number, and name of individual customer who is familiar with bidder’s supply capabilities, packaging experience, and delivery of goods.
- d. Contractor represents that it will maintain workers’ compensation insurance which shall inure to the benefit of all Contractor’s personnel provided hereunder; comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence; and employee dishonesty or fidelity bond insurance with minimum limits of \$1,000,000.00 with third party liability coverage. All general liability, professional liability, employee dishonesty, and fidelity bond insurance will provide coverage to the State of Mississippi as an additional insured. The Agency reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. For multi-year contracts, the vendor must provide insurance for each year of the contract.

**7. QUANTITY**

Please bid on Printing and Delivering the books with the quantities listed below per year.

| <u>BOOK TITLE</u>                    | <u>QTY</u> |
|--------------------------------------|------------|
| MENU BOOKS FOR CHILD CARE CENTERS    | 775        |
| MENU BOOKS FOR FAMILY DAY CARE HOMES | 300        |

|  |     |
|--|-----|
| MENU BOOKS FOR INFANTS in CACFP            | 600 |
| NSLP Required Planning & Production Record | 700 |

## 8. QUALITY OF WORK

The vendor shall maintain quality of workmanship. Upon review of the sample kits, the vendor shall provide all changes necessary to meet the specifications without additional cost to the MDE. All corrections due to vendor's errors are the responsibility of the vendor.

## 9. SAMPLE

If samples of items are requested, the samples must be furnished free of expense and will be returned at bidder's expense, if not destroyed during testing. The MDE will return samples within ten (10) days following bid opening. Each sample must be labeled with name, manufacturer's brand name and number.

## 10. DELIVERY DATE

Menu Books delivery shall be no later than **Summer 2026 and Fall 2026**. Provided that there is an event of equipment or power failure, the awarded vendor shall have the backup available to ensure that the listed delivery date is met. Any delay in the issuance of the Purchase Order will be cause for an allowance of an equivalent delay in the delivery of the products.

## 11. MAILING LABELS

White Label (approx. 2" x 3") with black lettering adhered to each carton's exterior to list:  
 School Food Authority or Organization Name  
 Mailing Address  
 (determined by the level of the packed material)

## 12. DELIVERY/PACKAGING

Contractor shall deliver all printed books to the physical addresses provided by the MDE. Inside delivery may be required. Deliveries must occur during normal business hours, excluding holidays, to ensure cost effectiveness. All delivery costs must be included in the Contractor's pricing. If there are any questions concerning the delivery of Child and Adult Care Menu Books, contact Chemeki Rouser, CACFP & SFSP, Office of Child Nutrition, 601-576-4957. For NSLP Required Planning and Production Record questions, contact Tina Thomas, School Support, Office of Child Nutrition, 601-576-4965.

## 13. SHIPPING REIMBURSEMENT TO VENDOR

**The shipping cost shall not be included and/or considered as part of the vendors' bid.** Shipping costs is defined as boxes/carton, labor, tape, labels, filler, and postage. To request reimbursement, the vendor shall submit to the MDE a detailed invoice as verification of delivery.

## 14. ASSIGNMENT

The awarded vendor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the MDE.

## 15. OPTIONAL PRE-BID CONFERENCE

An optional pre-bid conference will be held to provide interested vendors with additional information regarding the printing and binding requirements for this project.

All bidders interested in attending the optional pre-bid conference must contact MDE Office of Procurement via [ProcurementCnG@mdek12.org](mailto:ProcurementCnG@mdek12.org) to obtain the TEAMS link to attend the optional pre-bid conference.

a. PURPOSE OF THE PRE-BID CONFERENCE

The conference is intended to give MDE Office of Child Nutrition the opportunity to:

- View physical samples of the books produced in previous years;
- Inspect typical page counts, binding quality, print quality, and paper stocks;
- Ask clarifying questions regarding specifications, delivery requirements, and the annual ordering process.

b. DATE, TIME, AND LOCATION OF THE PRE-BID CONFERENCE

- Date: Tuesday, March 31, 2026
- Time: 2:00 p.m., CST
- Location: 500 Greymont Avenue, Suite F, Jackson, MS 39202

c. VENDOR RESPONSIBILITIES REGARDING THE PRE-BID CONFERENCE

- Vendors are responsible for all costs associated with attending the pre-bid conference.
- Vendors should review the solicitation prior to the conference and come prepared with questions.

d. AMENDMENTS RESULTING FROM THE PRE-BID CONFERENCE

Any changes or clarifications resulting from the conference will be issued in writing as an amendment to the solicitation.

**End of Page**

**ATTACHMENT A  
BID RESPONSE FORM**

**Include Shipping and Delivery in Prices listed below.**

| Estimated Annual Usage Quantity | Unit of Measure | Description of Item                        | Unit Cost | Delivery | Year 1 Total | Year 2 Total | Year 3 Total | Year 4 Total | Year 5 Total |
|---------------------------------|-----------------|--|-----------|----------|--------------|--------------|--------------|--------------|--------------|
| 775                             | Book            | MENU BOOKS FOR CHILD CARE CENTERS          |           |          |              |              |              |              |              |
| 300                             | Book            | MENU BOOKS FOR FAMILY DAY CARE HOMES*      |           |          |              |              |              |              |              |
| 600                             | Book            | MENU BOOKS FOR INFANTS in CACFP            |           |          |              |              |              |              |              |
| 700                             | Book            | NSLP Required Planning & Production Record |           |          |              |              |              |              |              |

*\*\*Please NOTE\*\* Vendor addendums made to the above specifications may deem bid as non-responsive.*

**GRAND TOTAL OF THE BID: \$ \_\_\_\_\_**

**Due to the immediate need, delivery must be guaranteed to be completed on or before July 15, 2026, and August 16, 2026, respectively.**

**Are you able to meet this deadline? Yes \_\_\_\_ No \_\_\_\_ (ARO – After receipt of the order)**

**ATTACHMENT B  
VENDOR REFERENCES FORM**

Bidder (company name): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Number of years your company has been in business: \_\_\_\_\_

**NOTE:** Provide a minimum of three (3) references.

**REFERENCES:**

**Company Name:** \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Description: \_\_\_\_\_ Fax: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Description: \_\_\_\_\_ Fax: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Description: \_\_\_\_\_ Fax: \_\_\_\_\_

**ATTACHMENT C**

**VENDOR RESPONSE CHECK LIST AND ACCEPTANCE**

The following checklist is provided to assist bidders in ensuring all submissions requirements are met. Vendors shall also sign to accept acknowledgment of amendments and acceptance of conditions to include with their bid submission. **Please see page three (3) for submission instructions.**

Submit: Ship/Mail one (1) original signed copy of the bid response:

**OR**

Submit: Upload one (1) original signed copy electronically in MAGIC:

Documents Required:

|   |          |
|---|----------|
| _____ <b>Signed Vendor Response Check List</b>                | Attached |
| _____ <b>Vendor References Form</b>                           | Attached |
| _____ <b>Bid Response Form (Pricing Sheet)</b>                | Attached |
| _____ <b>Copy of W-9</b>                                      | Attached |
| _____ <b>State of Mississippi Registered Business</b>         | Attached |
| _____ <b>Acknowledgement of Amendment</b> (MDE webpage)       | Attached |
| _____ <b>Proof of MAGIC registration with supplier number</b> | Attached |

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the IFB thereto;
2. That the company meet all requirements and acknowledges all certifications contained in the IFB thereto;
3. That the company agrees to all provisions of the IFB thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB;
4. That the company will provide the services required at the prices quoted above and the price was based on an independent price determination without collusion;
5. That, to the best of your knowledge and belief, the cost on pricing or pricing data submitted is accurate, complete, and current as of the submission date;
6. That the company can and will meet all required laws, regulations, and/or procedures related to confidentiality conducting the State’s business and represents that its workers are licensed, certified and possess the requisite credentials to perform services;

7. That all equipment, materials, etc. contained in the bid meets all local, state and federal requirements. Further, if the company is the successful bidder and requirements is subsequently found to be deficient pursuant to any local, state, or federal requirements, all costs necessary to bring the equipment, materials, etc. into compliance with aforementioned requirements shall be borne by the vendor.
8. ACCEPTANCE OF CONDITIONS  
Vendor shall indicate agreement with the terms and conditions as set forth in the solicitation. If the Vendor objects to any of the Standard Terms and Conditions, the objection may be considered as an adequate cause for rejection without further negotiations.
9. REPRESENTATION REGARDING GRATUITIES  
The Bidder, or Contractor represents that it has not violated, is not violating, and promises that it shall not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.
10. ACKNOWLEDGEMENT OF AMENDMENTS  
I acknowledge all amendments, if any, to this solicitation. Responses to questions shall be treated as amendments to the solicitation and shall require acknowledgment.
11. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES  
The prospective Contractor represents as a part of such Contractor's qualification that such Contractor **has ( ) or has not ( )** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
12. FEDERAL DEBARMENT CERTIFICATION:  
I hereby certify that Contractor is not on the list for federal debarment on [www.sam.gov](http://www.sam.gov) – System for Award Management.
13. STATE OF MISSISSIPPI DEBARMENT CERTIFICATION:  
I hereby certify that Contractor is not on the list for debarment on [www.sos.ms.gov](http://www.sos.ms.gov) for doing business with the State of Mississippi or with any Mississippi State Agency.
14. PARTNERSHIP DEBARMENT CERTIFICATION:  
I hereby certify that all entities who are in partnership through this contract or grant with the Mississippi Department of Education (MDE) (subcontractors, subrecipients, et al.) are not on the federal debarment list on [www.sam.gov](http://www.sam.gov) – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDE.
15. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION  
  
The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.
16. PROPRIETARY INFORMATION

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

**ATTACHMENT D  
CONTRACTS**

The prospective contractor represents as a part of Menu Books - Print and Ship that contractor **does ( ) or does not ( )** have a current contract with the Mississippi Department of Education (MDE).

*The MDE has the right to review and align solicited services/products with a contractor's current awarded contract for services to ensure conflicts and/or limitations do not exist. If conflicts and/or limitations exist, the MDE at its discretion may reject the Bidder's response and the Bidder will not be considered for an award for this solicited service.*

Potential contractors are required to provide a listing of each executed contract or contract applied, please provide the following:

|                           |  |
|---------------------------|--|
| Program Office Name       |  |
| Contract Service          |  |
| Contract Amount           |  |
| Contract Dates of Service |  |

|                           |  |
|---------------------------|--|
| Program Office Name       |  |
| Contract Service          |  |
| Contract Amount           |  |
| Contract Dates of Service |  |

**If the packet includes pages that the Bidder wishes to designate as proprietary, please list page numbers and the applicable section below:**

Page #

**COMPANY NAME:** \_\_\_\_\_

**AUTHORIZED BIDDER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

***Note:** Failure to check the applicable word or words and sign the form may result in response being rejected as nonresponsive.*

**ATTACHMENT E**  
**EXCEPTION TO THE STANDARD TERMS AND CONDITIONS**

| <b>Clause #</b> | <b>Page #</b> | <b>Exception Reason</b><br>(Short description of exception made) | <b>MDE</b><br><b>Acceptance</b><br>(initial here if accepted) |
|-----------------|---------------|--|---|
|                 |               |  |   |
|                 |               |  |   |
|                 |               |  |   |
|                 |               |  |   |
|                 |               |  |   |

**AUTHORIZED BIDDER’S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## ATTACHMENT F

### SPECIFICATIONS

Each book is a distinct title with its own page count, content, and cover. OCN will provide PDF files that are print-ready. Contractor shall pre-flight files for errors and notify the State of any required corrections before production begins.

The printer shall print and deliver a proof of one completed book to Office of Child Nutrition, MDE, at least five (5) business days before the date of production, allowing time for the copy to be proofread and returned to the contractor/vendor.

The MDE anticipates that the quantities, page counts, and content for each of the four (4) books may vary slightly from year to year over the contract term.

Bidders are asked to consider bidding on a product made from recovered materials; provided, however, that any product bid must be equal in quality, weight, texture, and color to the product required by these specifications. For the purposes of these specifications, a commodity made from recovered materials must be at least 20% post-consumer waste as defined by EPA and ASTM.

Products made from recovered materials will be given a preference in the award procedure as follows:

- (1) The low bid which meets specifications will be determined.
- (2) If the low bid meeting specifications is made from recovered materials, then the award will be made to the vendor offering the low bid.
- (4) If the low bid is not made from recovered materials, then the award will be made to the low bid meeting specifications which is made from recovered materials; provided, however, that the price paid may not be more than ten percent (10%) higher than the lowest bid received.
- (5) If there are no bids for recycled products within ten percent (10%) of the lowest bid, then the award will be made to the vendor offering the lowest bid.

#### 1. MENU BOOKS FOR CHILD CARE CENTERS

Quantity Required: 775 Books Produced  
Delivered to approximately 315 Locations in Mississippi.

Delivery Dates: August 16, 2026  
Subsequent year(s) to be determined.

1. Inside paper to be standard **8 ½" x 11" 60 lb. Vellum off-set white paper.**
2. Cover paper to be **Cream/Manilla cover stock** 65 lb. 11-4" x 17 ½". If color is not available contact Child Nutrition for alternate color approval. Front cover to be printed as per camera ready copy provided by Mississippi Department of Education.

3. 161 total pages printed front and back.
  - A. Front and back of pages 7 through 49 are printed in color and have variation of printed material.
  - B. Beginning page 50, front and back, when bound to be 56 spreads of "week beginning - week ending" sheets.
    - (1) 56 left side of page, "week beginning" sheets.
    - (2) right side of page, "week ending" sheets
    - (3) All "week beginning - week ending" sheets to be properly aligned when bound.
  - C. Back of last page (page 161) should be blank.
  - D. **Labeled Thumb index or Thumb tabs** (e.g., Dictionary) inserted on pages: pp.7 (Toolbox), pp. 33 (Meal Pattern Requirements), pp. 47 (Production Pages)

Binding: **Spiral Bound – Black**

4. The printer shall print and deliver a proof of one completed book to Office of Child Nutrition, MDE, at least five (5) business days before the date of production, allowing time for the copy to be proofread and returned to the contractor/vendor. Proof copy to be delivered to 500 Greymont Avenue, Suite F, Jackson, MS 39202. Contact Chemeki Rouser, CACFP & SFSP, Office of Child Nutrition, 601-576-4957. Proof copy must be delivered by August 1, 2026.
5. The printer will mail or ship to all locations. Books must be printed and delivered to all locations by August 16, 2026. The printer shall check all books prior to shipping to ensure that all pages are correctly printed. The Office of Child Nutrition will provide addresses and number of books to be shipped for each location.
6. Printer will reprint all books that are incorrectly printed or otherwise defective at no cost to the Office of Child Nutrition or MDE.
7. Remaining books will be delivered to 500 Greymont Avenue, Suite F, Jackson, MS 39202 upon completion of delivery on September 1, 2026.

**2. MENU BOOKS FOR FAMILY DAY CARE HOMES**

Quantity Required: 300 Books Produced  
 Delivered to approximately 7 Locations in Mississippi.

Delivery Dates: August 16, 2026

1. Inside paper to be standard **8 ½" x 11" 60 lb. Vellum off-set white paper.**
2. Cover paper to be Hammermill Orange cover stock 65 lb. 11-4" x 17 ½". If color is not available contact Child Nutrition for alternate color approval. Front cover to be printed as per camera ready copy provided by Mississippi Department of Education.

3. 159 total pages printed front and back.
  - A. Front and back of pages 1 through 47 have a variation of printed material.
  - B. Beginning page 48, front and back, when bound to be 56 spreads of "week beginning - week ending" sheets.
    - (1) 56 left side of page, "week beginning" sheets.
    - (2) 56 right side of page, "week ending" sheets
    - (3) All "week beginning - week ending" sheets to be properly aligned when bound.
  - C. Back of last page (page 159) should be blank.
  - D. **Labeled Thumb index or Thumb tabs** (e.g., Dictionary) inserted on pages: pp.3 (Toolbox), pp. 29 (Meal Pattern Requirements), pp. 43 (Production Pages)
4. Binding: **Spiral Bound – Black**
5. The printer shall print and deliver a proof of one completed book to Office of Child Nutrition, MDE, at least five (5) business days before the date of production, allowing time for the copy to be proofread and returned to the contractor/vendor. Proof copy to be delivered to 500 Greymont Avenue, Suite F, Jackson MS 39202. Contact Chemeki Rouser, CACFP & SFSP, Office of Child Nutrition, 601-576-4957. Proof copy must be delivered by August 1, 2025.
6. The printer will mail or ship to all locations. Books must be printed and delivered to all locations by September 15, 2026. The printer shall check all books prior to shipping to ensure that all pages are correctly printed. The Office of Child Nutrition will provide addresses and number of books to be shipped for each location.
7. Printer will reprint all books that are incorrectly printed or otherwise defective at no cost to the Office of Child Nutrition or MDE.
8. Remaining books will be delivered to 500 Greymont Avenue, Suite F, Jackson, MS 39202 upon completion of delivery on September 1, 2026.

### 3. MENU BOOKS FOR INFANTS in CACFP

Quantity Required: 600 Books Produced  
Delivered to approximately 250 Locations in Mississippi.

Delivery Dates: August 16, 2026

1. Inside paper to be standard **8 ½" x 11" 60 lb. Vellum off-set white paper.**

Cover paper to be **Lavender cover stock 65 lb.** 11-4" x 17 ½". If color is not available contact Child Nutrition for alternate color approval. Front cover to be printed as per camera ready copy provided by Mississippi Department of Education.

2. 143 total pages printed front and back.

- A. Front and back of pages 3 through 31 are colored and have variation of printed material.
- B. Beginning page 32, front and back, when bound to be 56 spreads of "week beginning - week ending" sheets.
  - (1) 56 left side of page, "week beginning" sheets.
  - (2) 56 right side of page, "week ending" sheets
  - (3) All "week beginning - week ending" sheets to be properly aligned when bound.
- C. Back of last page (page 143) should be blank.

### 3. Binding: **Spiral Bound – Black**

- 4. The printer shall print and deliver a proof of one completed book to Office of Child Nutrition, SDE, at least five (5) business days before the date of production, allowing time for the copy to be proofread and returned to the contractor/vendor. Proof copy to be delivered to 500 Greymont Avenue, Suite F, Jackson, MS 39202. Contact Chemeki Rouser, CACFP & SFSP, Office of Child Nutrition, 601-576-4957. Proof copy must be delivered August 1, 2026.
- 5. The printer will mail or ship to all locations. Books must be printed and delivered to all locations by August 16, 2026. The printer shall check all books prior to shipping to ensure that all pages are correctly printed. The Office of Child Nutrition will provide addresses and number of books to be shipped for each location.
- 6. Printer will reprint all books that are incorrectly printed or otherwise defective at no cost to the Office of Child Nutrition or MDE.
- 7. Remaining books will be delivered to 500 Greymont Avenue, Suite F, Jackson, MS 39202 upon completion of delivery on September 1, 2026.

### 4. NSLP REQUIRED PLANNING & PRODUCTION RECORD

Quantity Required: 700 Books Produced  
 Delivered to approximately 142 Locations in Mississippi.

Delivery Dates: July 15, 2026

- 1. Inside paper to be standard **8 1/2" x 14" 60 lb. Vellum off-set white paper.**
- 2. Cover paper to be **Astrobright, Re-Entry Red cover stock 65 lb. 8 1/2" x 14"**. If color is not available contact Child Nutrition for alternate color approval. Front cover to be printed as per camera ready copy provided by Mississippi Department of Education.
- 3. 391 total pages printed front and back.
  - A. Front and back of pages 1 through 21 have a variation of printed material.
  - B. Beginning page 22, front and back, when bound to be 185 spreads of "week beginning - week ending" sheets.
    - (1) 185 left side of page, "Date" sheets.
    - (2) 185 side of page, "Comments" sheets

(3) All "Date - Comments" spreads to be properly aligned when bound.

C. Back of last page (page 392) should be blank.

4. Binding: **Spiral Bound – Black Color**

5. The printer shall print and deliver a proof of one completed book to Office of Child Nutrition, MDE, at least five (5) business days before the date of production, allowing time for the copy to be proofread and returned to the contractor/vendor. Proof copy to be delivered to 500 Greymont Avenue, Suite F. Contact Tina Thomas, School Support, Office of Child Nutrition, 601-576-4965. Proof copy must be delivered July 1, 2026.
6. The printer will mail or ship to all locations. Books must be printed and delivered to all locations by July 15, 2026. The printer shall check all books prior to shipping to ensure that all pages are correctly printed. The Office of Child Nutrition will provide addresses and number of books to be shipped for each organization.
7. Printer will reprint all books that are incorrectly printed or otherwise defective at no cost to the Office of Child Nutrition or MDE.
8. Remaining books will be delivered to 500 Greymont Avenue, Suite F, Jackson, MS 39202 upon completion of delivery on July 31, 2026.