

REQUEST FOR APPLICATION



Mississippi (MS) Farm to School (F2S) Mini Grant

Submission Deadline Date: February 12, 2024

Table of Contents

SECTION 1. Introduction and Program Overview	3
1.1 Program Purpose and Goals	3
1.2 Eligibility Criteria	3
SECTION 2. Grant Award and Responsibilities	4
2.1 Grant Award	4
2.2 Pre-Application Conference	4
SECTION 3. Tentative Timeline of Activities	5
SECTION 4. Application Requirements	5
4.1 Formatting and Submission Directions	5
4.2 Application Submission and Due Date	6
4.3 Restrictions on Communications	6
4.4 Risk of Delivery	7
4.5 Rejection of Applications	7
4.6 Conditions of Solicitation	7
4.7 Acceptance of Applications	8
4.8 Modification or Withdrawal of an Application	8
4.9 Disposition of Applications	8
4.10 Requests for Information	8
Form A- Notice of Intent to Apply	9
Form 1 - Cover Page & Application	10-14
Required Attachments After Notice of Award	15
Form 2 - Assurances	16-18
Form 3 - Standard Terms And Conditions	19-21
Form 4 - Conflict of Interest Disclosure Form	22
Form 5 - Acknowledgement of Amendments	23

SECTION 1. INTRODUCTION AND PROGRAM OVERVIEW

1.1 Program Purpose and Goals

The Mississippi Department of Education (MDE), Office of Child Nutrition is seeking competitive written applications from qualified Applicants to provide funding to implement and/or expand the Farm to School (F2S) program through grant awards issued by the Mississippi Department of Education.

The purpose of this mini grant is to implement and/or expand farm to school activities and improve access to local foods in the Child Nutrition Programs. The mini grants will help School District staff throughout the state to enhance Mississippi's agricultural economy by conducting farm to school activities, purchasing local food products, and providing educational resources to the children within the school districts. To learn more about the USDA Farm to School Program, click here: <https://www.fns.usda.gov/f2s/fact-sheets>

The Office of Child Nutrition expects to achieve and demonstrate the following goals:

- Economic and health benefits
- Access to locally procured foods
- Long term project/program sustainability
- Schools develop increased capacity to integrate local products and school gardens into their farm to school program.

Technical Assistance (TA)

The technical assistance component of the MS Farm to School grant is designed to build strong and lasting F2S programs. Therefore, the Office of Child Nutrition will provide technical assistance to help schools implement and/or expand their Farm to School programs. Recipients of this grant shall:

- Increase the use of local foods.
- Help teachers, administrators, CTE instructors, and child nutrition staff promote healthy eating habits.
- Strengthen connections between schools and the Mississippi agricultural community.
- Increase the number of children participating in child nutrition programs.
- Provide educational resources to children and families.

1.2 Eligibility Criteria

Schools (K-8) currently participating in the National School Lunch Program in the state of Mississippi are eligible to apply for the Mississippi (MS) Farm to School (F2S) Mini Grant. Applications must be submitted by the Subgrantee on behalf of the school site.

In order to make the most effective use of the Mississippi (MS) Farm to School (F2S) Mini Grant, Subgrantees must explain how the requested funds will be allocated for accomplishing tasks and activities. To meet the grant requirements, each grantee, working with their Project Team must complete the following set of deliverables:

1. Signed Grant Agreement

Grant agreements will be sent to successful applicants upon notification of their award. A copy of the official, fully executed agreement will be (kept on file at OCN).

2. Action Plan

The action plan is a tool that will be used to guide the planning and implementation of a grantee's farm to school goals. Grantees will work with their Project Teams and assigned coach to develop their action plan.

3. Food & Activities Tracking Form & Local Food Definition

One goal of this grant program is to increase a grantee's purchase and use of local foods. Creating a definition of "local food" specific to your organization and tracking food purchases are necessary to meet the reporting requirements for this grant. These two deliverables are meant to prepare grantees for

successful tracking of this data. Once these deliverables have been submitted, it's expected that grantees will start tracking their local food purchases if they haven't already.

4. **Mid-Year Status Report**

Mid-year status report requires completion of food tracking mechanism form. Grantees will submit their responses through a form given by MDE-OCN.

- Food Tracking Form
- Action Plan (Progress)

5. **Final Report**

The final report is meant as an assessment of the overall impact of the grant program. Like the mid-year status reports, final reports require grantees to submit their forms to OCN.

Subgrantees must be in good standing with OCN and must submit written:

- final evaluation reports and data as required;
- annual performance reporting data;
- written corrective action on all findings;
- written requests for reimbursement of allowable expenditures following MDE's reimbursement process;
- Year-End Budget Report.

MDE-OCN can choose not to select a high need school if the:

- School does not have the support of its administration.
- MDE-OCN Child Nutrition Program has any current program findings or violations.

SECTION 2. GRANT AWARD AND RESPONSIBILITIES

2.1 Grant Award

Funds are subject to appropriations by the state/federal government. This grant will be awarded in the amount of **\$1,500** per fiscal year/project year for an approved project period up to three (3) years not to exceed \$4,500. If there are funds remaining following award, the Office of Child Nutrition anticipates issuing a future RFA to expend all funds. If there is a future RFA issued, previously awarded school districts can apply for additional funds for schools **not** previously awarded. All grants will be awarded contingent upon appropriations, proper implementation of the proposed project implementation, completion, and submission of all required documentation. Funding to eligible Applicants is subject to the SBE approval. **The Mississippi Department of Education reserves the right to negotiate grant award amounts with all potential Subgrantees.**

Grants will be awarded to the applicants that have the highest priority ranking first (i.e., CEP schools are first priority or **20 points**, Provision 2 schools are second priority or **10 points**, and pricing schools are third priority or **5 points**).

After the award is made, the remaining funds will be dispersed in increments of \$1,500 per school that applies, if available.

NOTE: The MDE will award no more than seventy-five (75) schools (five (5) max per district) unless available funds have not been fully exhausted.

2.2 Pre-Application Conference

A Pre-Application conference is scheduled for **Wednesday, January 24, 2024, via Microsoft TEAMS virtual website** to address questions. While attendance to the pre-Application conference is not a requirement to submit an application, it is highly recommended that potential applicants attend. All sections of this Grant solicitation will be explained. Please send an email to acatchings@mdek12.org no later than **Friday, January 19, 2024** to obtain link to attend the conference via TEAMS.

SECTION 3. TENTATIVE TIMELINE OF ACTIVITIES

A recommendation to the SBE for an approval of awards is anticipated for Applicants based on applications submitted and accepted, and an evaluation and selection process. All new Subgrantees approved for funding by the SBE at that time must attend subsequent mandatory meetings for all Subgrantees. An award or non-award letter will be sent to Applicants confirming the SBE's action. The letter will include specific information on meeting dates and times, if applicable.

Important mini grants dates and activities related to this solicitation are listed below:

Important Dates	Activity
Monday, January 8, 2024	RFA Issued –
Monday, January 15, 2024	Email and Post to MDE Website/Newspaper
Wednesday, January 24, 2024	Pre-Application Conference
Friday, January 26, 2024	Deadline to submit Notice of Intent to Apply (Form 3)
Wednesday, January 31, 2024	Deadline for submitting questions
Monday, February 5, 2024	Questions will be posted to the MDE website
Monday, February 12, 2024	Applications deadline by 2:00 PM CST
Tuesday, February 13, 2024	Review of applications
Thursday, April 18, 2024	Notification of awards and non-awards

***Note*: Dates are subject to change.**

SECTION 4. APPLICATION REQUIREMENTS

The completed application (Form 1A) will serve as your implementation plan for the School Year 2023-2026 F2S. Please fill out the application completely. Incomplete applications will not be evaluated. Type or clearly print all information except where signatures are needed. Print or type the name of the person in each position and then obtain each original signature. If your school's organizational chart does not include these exact job titles, indicate equivalent positions. Please have the School Food Service Administrator sign the application. If there is no Administrator, have the School Lunch Manager sign the application. Applications that do not have all the required signatures will be considered incomplete and will not be evaluated.

1. Signed Cover Page (Form 1) - *Required Signature(s)*
2. Application (Form 1A)

4.1 Formatting and Submission Directions

Applicants should submit applications using the following parameters:

- The complete application including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF) only
- “Links” received to obtain a response via the RFXS will not be opened and the email will be rejected without further consideration for an award
- A response received via the RFXS must include ONE response per electronic submission.

- **Duplicate submission** of an electronic or mailed response proposal will result in the **LAST submission** being considered as a modification to the original submission. The previous submissions will be rejected and will not be considered for the evaluation and award. **Any late duplicate copy will disqualify all submissions from the evaluation process for an award.**
- Applicants are encouraged to submit ONE response to prevent duplication. Upon submission of the response a confirmation receipt shall be provided as assurance that the Office of Procurement received the response packet.

Applicants should ensure that all guidelines and requirements are met before submitting applications. Please note that the MDE staff will not grant permission to Applicants to modify or change the criteria established in the application. This includes extending the date and time applications are due.

4.2 Application Submission and Due Date

A signed application packet shall be submitted electronically in a PDF format via [RFXS <rfxs@mdek12.org>](mailto:rfxs@mdek12.org) no later than **Monday, February 12, 2024, by 2:00 p.m. Central Standard Time (CST)**. Applicants shall allow at least **72 hours** in advance of the due date to consider unforeseen technical issues. Applications received after the time designated in the solicitation shall be considered late and shall not be considered for an award.

Please NOTE: The email subject line and electronic document shall identify the name of the solicitation and the name of the entity/individual submitting the response. Any deviation from these instructions may result in disqualification of the response proposal and shall not be considered for an award.

Example Format for Subject Line: 21st Century Program by John Blue LLC (DO NOT UNDERSCORE or INSERT SYMBOLS)

OR

Shipping instructions are provided below:

An original signed application packet with one (1) copy shall be shipped/mailed and received in a sealed envelope at the MDE no later than **Monday, February 12, 2024 by 2:00 PM Central Standard Time (CST)**.

Please NOTE: The return address label must be visible on the outside of the sealed shipping envelope and shall include the name of the entity/individual submitting the response. Any deviation from these instructions may result in disqualification of the response proposal and shall not be considered for an award.

Ship To:
MONIQUE CORLEY
Office of Procurement
The Mississippi Department of Education
Mississippi (MS) Farm to School (F2S) Mini Grant
359 North West Street
Jackson, Mississippi 39201

4.3 Restrictions on Communications

At no time shall any Applicant contact or attempt to contact any MDE staff regarding this solicitation. All correspondence shall be sent via email to the assigned contact person within the time specified in the Request for Information Section. **Should it be determined that any Applicant has attempted to communicate or has communicated with any other MDE staff regarding this solicitation, MDE, at its discretion, may disqualify the Applicant from submitting an application in response to the solicitation.**

4.4 Risk of Delivery

Timely submission of the application package is the sole responsibility of the Applicant. It is suggested that if the application is shipped to the MDE, it should be tracked to require an MDE mailroom staff signature and request a return receipt/notice with signature. Any application shipped or mailed **MUST** be verified, date and time stamped, and recorded by an MDE mailroom staff. The time and date of the receipt will be indicated on the sealed application envelope or package by the MDE mailroom staff. The only acceptable evidence to establish the time of receipt at the MDE will be identified by the time and date stamp of the MDE mailroom staff on the application wrapper or other documentary evidence of receipt used by the mailroom.

Packages that are delivered at the MDE in person by the applicant or a representative will NOT be opened. Packages received by shipping/mail without the appropriate acceptance by the MDE mailroom staff or is received and recorded AFTER the submission deadline will NOT be considered for an award.

The MDE will not be responsible for delivery delays or lost packets. All risk of late arrival due to unanticipated delays – whether delivered by shipping or electronic method – is entirely on the Applicant. All Applicants are urged to take the possibility of delay into account when submitting the application and submit the packet electronically via [RFXS](#). **Applicants are encouraged to submit ONE response to prevent duplication. Upon submission of the response a confirmation receipt shall be provided as assurance the Office of Procurement received the response packet.** The Applicant shall be notified if their application was rejected and the reason for such rejection after the applicable State Board of Education session.

Supplemental or revised application information, either from the Applicant or another source, will not be accepted. An application package must contain every element intending to be submitted. Applicants are encouraged to carefully review the procedures for submitting their materials. No changes or additions to an application will be accepted after the deadline.

4.5 Rejection of Applications

Applications that do not conform to the requirements of the solicitation will be rejected by the Mississippi Department of Education. Applications will be rejected for reasons below:

- The application is received late. Late applications will be maintained unopened in the procurement file.
- The Applicant has previously been cited with major and/or significant deficiencies by the MDE in one or more programs or included on the debarment list.
- Required application and signed cover page are not included in the application.
- The application packet was attached as a “link” in response to the solicitation.
- In person delivery.

4.6 Conditions of Solicitation

The MDE reserves the right to accept, reject, or negotiate regarding submitted applications based on the evaluation criteria contained in the solicitation. The final decision to award a grant rest solely with the MDE.

The Applicant should note the following:

1. The MDE will not be liable for any costs associated with the preparation of applications incurred by the Applicant.
2. The selection of an Applicant is contingent upon favorable evaluation of the application; approval of the application by the review panel selected by MDE, approved budget and the State Board of Education approval.

3. The selection of an Applicant is contingent upon successful negotiation of any changes to the application as required by MDE.
4. The MDE also reserves the right to accept any application submitted for grant award, without negotiation. Therefore, Applicants are advised to propose their most favorable terms initially.
5. Applicants will be required to assume full responsibility for meeting all specified requirements stated in the solicitation.

4.7 Acceptance of Applications

The Mississippi Department of Education (MDE) reserves the right, in its sole discretion, to waive minor irregularities in applications. A minor irregularity is a variation of the solicitation that does not affect the application or the competitiveness, give one party an advantage or benefit over other parties, or adversely impacts the interest of the MDE.

4.8 Modification or Withdrawal of an Application

Prior to the application due date, a submitted application may be withdrawn by submitting a written request for its withdrawal to the MDE, signed by the Applicant.

An application may be submitted as an amended application before the due date for receipt of applications. Such amended applications shall be a complete replacement for a previously submitted application and shall be clearly identified as such. The MDE shall not merge, collate, or assemble application materials.

Unless requested by the MDE, no other amendments, revisions, or alterations to applications shall be accepted after the application due date.

Any submitted application shall remain a valid application for one hundred eighty (180) calendar days from the application due date.

4.9 Disposition of Applications

All applications become the property of the state of Mississippi.

4.10 Requests for Information

Written questions concerning the solicitation should be **emailed** to: acatchings@mdek12.org

The deadline for submitting written questions by email is **Wednesday, January 31, 2024 at 5:00 p.m. Central Standard Times (CST)**. The answers to the questions will be provided to the general public on **Monday, February 5, 2024** on the MDE's website www.mdek12.org under the *Public Notices Section/Request for Applications, Qualifications, and Proposal*. **No individual replies will be granted.**

A copy of this solicitation, including all attachments and any subsequent amendments, including the Question-and-Answer amendment, if issued, will be posted on MDE's website. It is the sole responsibility of all interested Applicants to monitor the website for updates regarding this procurement.

4.11 Letter of Intent

For planning purposes, please submit the Notice of Intent Form by 5:00 PM CST **Friday, January 26, 2024**. Notice shall be submitted via e-mail to acatchings@mdek12.org. **Failure to submit the letter of intent will**

not disqualify an application from consideration. Your intent to propose should indicate your organization's primary contact, and direct e-mail address. The submission of a Notice of Intent to Propose does not obligate the vendor to submit an application (Form A).

Remainder of page intentionally left blank

FORM A



NOTICE OF INTENT TO APPLY

All Applicants planning to apply should submit a Notice of Intent to Apply. **The Notice of Intent to Apply should be received no later than Friday, January 26, 2024.** The Notice of Intent to Apply is **not** required to apply but may be necessary to assist the MDE in planning purposes and preparation for application scoring. Please send via email to acatchings@mdek12.org.

This notice confirms that my organization is interested in applying for the USDA Farm to School Mini Grant and intends to apply by the deadline date above.

Applicant/Fiscal

Agent

Name_____

Address_____

—

City_____

State_____

Zip_____

Email_____

—

Phone_____

Ext.

Sincerely,

Authorized Signature

Date

Title of Authorized Person

FORM 1 (Pages 11-14)
Application Cover Page

Mississippi (MS) Farm to School (F2S)
Mini Grant
FY 2024 (School Year 2023-2024) APPLICATION PACKAGE

Name of School District/Applicant:	Address:	City, State:
Phone:	Fax:	E-mail:

Amount Requested Fund Year 2023-2024 \$ _____	UEI#	
NAME OF SCHOOL:	ADDRESS OF SCHOOL:	IS THE SUBGRANTEE IN GOOD STANDING WITH THE MDE-OCN? Y or N

Required signatures:

Superintendent/Executive Director/Agency Head/Fiscal Agent

Date

Project Coordinator

Date

Type Information Below:

Phone Number for Project Coordinator _____

E-Mail Address for Project Coordinator _____

For MDE program office use only: Mississippi Department of Education Approval

- List name of 1st Level Approver
- 2nd Level Approver
- Grants Management Director
(If funding with federal funds)

- Executive Director _____

- Approval Date: _____



OFFICE OF
CHILD NUTRITION
MS DEPARTMENT OF EDUCATION

(Form 1A) Farm 2 School Mini Grant Application (SY:2024-2025)

BASIC INFORMATION		
School District	School Name (<i>as shown in MARS</i>)	
School Physical Address	City	State and Zip Code
Did the applying school participate in the following programs during SY 2022 – 2023 ☐ FFVP ☐ NSLP		
STAFFING INFORMATION		
Name of F2S Program Coordinator	Position of Coordinator	
Mailing Address ☐ This is the district address	City	State and Zip Code
E-Mail Address	Phone Number	FAX Number
DATA for SCHOOL ABOVE (based on October 2023 MARS data):		
Total Enrollment as of October 2023	Grade levels (<i>e.g., K-8</i>)	
Identified Student Percentage (ISP), if CEP (attach document)		
Percentage of Free/reduced Students Enrolled from October 2023, if Pricing School (attach document)	Percentage of Free/reduced Students Enrolled as of Base Year, if Provision 2 (attach document)	
Meals Offered in your School/School District, Circle all that Apply: NSLP SBP Afterschool Snacks FFVP		
What time range is the cafeteria open for breakfast and lunch? _____		
Is your district part of the State <u>Produce</u> Purchasing Plan? Yes _____ No _____		
PROGRAM IMPLEMENTATION PLAN		

Do you plan to claim operational labor for your food service personnel? YES _____ NO _____ _____	Do you plan to claim administrative labor for your food service personnel? YES _____ NO _____ _____
Please list any equipment and/or supplies you will need to purchase for the F2S program? 	
Please list your anticipated use of funds for this USDA mini grant (\$1500)? 	
How will students receive their F2S products (how transported)? 	Which days of the week will you serve F2S products?
Who will purchase your F2S products? 	Where will students receive their F2S products?
Who will prepare the F2S products? 	Where will F2S products be stored?
How will food service personnel be involved in F2S? 	

Farm to School Mini Grant funds can be used for, but are not limited to the following:

- Increase the use of local foods.
- Help teachers, administrators, CTE instructors, and child nutrition staff promote healthy eating habits.
- Strengthen connections between schools and the Mississippi agricultural community.
- Increase the number of children participating in child nutrition programs.
- Provide F2S educational resources to children and families (i.e., school garden, handouts, farm visits/fieldtrips, etc.)

SIGNATURES

Certification of Support for Participation: We have reviewed this application and attest to the information provided. If selected, we agree to implement the program as outlined above and to implement the project in a manner consistent with the policies and procedures established by MDE and USDA. Further, we agree to participate in any USDA-sponsored evaluations and to provide the information requested by the specified deadlines. By signing below, we pledge our support to assist in the efforts of this Farm to School program and to encourage student participation. Please contact the MDE-OCN to request technical assistance from staff and/or garden specialist.

Printed Name of Coordinator (if not listed below)	Coordinator Signature (if not listed below)	Date
Printed Name of School Principal	School Principal Signature	Date
Printed Name of Food Service Administrator/Manager	Food Service Administrator/Manager Signature	Date
Printed Name of District Superintendent	District Superintendent Signature	Date

Applications must be received by the Mississippi Department of Education, Office of Child Nutrition by 2:00 p.m. February 6, 2024.

This institution is an equal opportunity provider

REQUIRED ATTACHMENTS AFTER NOTICE OF AWARD

Each of the forms below must be completed after the notice of award. Any questions regarding the forms below should be submitted to the identified contact person via email.

1. Signed Assurances (Form 2) - *Required Signature(s)*
2. Signed Standard Terms and Conditions (Form 3) - *Required Signature*
3. Signed Conflict of Interest (Form 4) - *Required Signature*
4. Sign Acknowledgement of Amendments (Form 5) - *Required Signature*
5. Verification of the registration of the active Unique Entity ID (UEI) must be submitted
6. (e.g., www.sam.gov correspondence indicating the status and expiration date, UEI letter, etc.)

Form 2
ASSURANCES
(Please read carefully before signing)

The Applicant hereby assures that as a Subgrantee, in accordance with the statute, the Applicant submitting this application shall comply with the following:

Certain terms and conditions are required for receiving grants from the Mississippi Department of Education (MDE); therefore, the Subgrantee will agree to the items that follow.

- A. The Subgrantee shall be an equal opportunity employer and shall perform to all other applicable requirements; accordingly, the Subgrantee shall neither discriminate nor permit discrimination in its operation or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, disability, or sex in any manner prohibited by law. Further, the Subgrantee agrees to comply with the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and the No Child Left Behind Act of 2001.
- Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement. x.
- The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance. By accepting this assurance, the Subgrantee agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial

enforcement of this assurance. This assurance is binding on the Subgrantee, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. **The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Subgrantee.**

- B. The Subgrantee 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 examine any pertinent books, documents, papers, and records of Subgrantee related to Subgrantee charges and performance under this agreement. The Subgrantee shall keep such records for a period of five years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Subgrantee agrees to refund to the MDE any overpayments 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 the five-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
- C. The Subgrantee assures that it possesses legal authority to apply for and to receive funds under this agreement.
- D. The Subgrantee certifies they have not been barred from contracting or otherwise doing business with the State or Federal Governments.
- E. This agreement shall not be modified, altered, or changed except by mutual agreement by representative(s) of each party to this agreement, and must be confirmed in writing through MDE grant modification procedures.
- F. The Subgrantee shall perform all services as an independent Subgrantee and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the Subgrantee with respect to third parties shall be binding on the MDE.
- G. The MDE, by written notice, may terminate the grant, in whole or in part, if funds supporting the grant are reduced or withdrawn. To the extent that the grant is for services, and if so terminated, the MDE shall be liable only for payment in accordance with payment provisions of the grant for services rendered prior to the effective date of termination. The MDE, by written notice, may terminate the application for nonperformance of the applicant at any time during the term of the program. The Subgrantee agrees that work, data, etc. created under the auspices of the program shall be turned over to the MDE upon such termination. The MDE, in whole or in part, may terminate the program for cause by written notification. Furthermore, the MDE and the Subgrantee may terminate the agreement, in whole or in part, upon mutual agreement. Either the Mississippi Department of Education or the awardee may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof. The Subgrantee shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the contractor covered by the agreement, less payments of compensation previously made.
- H. This agreement, and all matters or issues collateral to it, shall be governed by, and constructed in accordance with, the laws of the State of Mississippi.

- I. Subgrantee shall not assign or sub-grant in whole or in part, its rights or obligations under this agreement without prior written consent of MDE. Any attempted assignments without said consent shall be void and of no effect.
- J. The Subgrantee adheres to the applicable provisions of the Education Department General Administrative Regulations (EDGAR): 34 CFR Subtitle A, Parts 1-99.
- K. The Subgrantee adheres to the applicable regulations of the Office for Civil Rights, U.S. Department of Education: 34 CFR Subtitle B, Parts 100-199.
- L. The Subgrantee adheres to the Office of Management and Budget (OMB) 2 CFR Part 200 (The Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards).
- M. The Subgrantee assures that salary and wage charges will be supported by proper time reporting documentation that meets the requirements of 2 CFR Part 200.

By signing this statement, the Subgrantee hereby certifies and assures that the school district/entity submitting this document shall comply with MDE Assurances and Certifications in accordance with state and federal regulations requirements, and MDE policy and requirements pertaining to this program. The Subgrantee certifies further that the information submitted on this is true and correct.

Superintendent/Executive Director/Fiscal Agent Signature

Date

Form 3

STANDARD TERMS AND CONDITIONS

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

1. AVAILABILITY OF FUNDS

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

2. CHANGES

This agreement shall not be modified, altered, or changed, except by mutual agreement by an authorized representative(s) of each party to this agreement, and must be confirmed in writing through MDE grant modification procedures.

3. INDEPENDENT SUBGRANTEE

The Subgrantee shall perform all services as an independent Subgrantee and shall discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by Subgrantee with respect to third parties shall be binding on the MDE.

4. TERMINATION

The MDE, by written notice, may terminate this grant, in whole or in part, if funds supporting this grant are reduced or withdrawn. To the extent that this grant is for services, and if so terminated, the MDE shall be liable only for payment in accordance with payment provisions of this grant for services rendered prior to the effective date of termination.

The MDE, in whole or in part, may terminate this grant for cause by written notification. Furthermore, the MDE and the Subgrantee may terminate this grant, in whole or in part, upon mutual agreement.

Either the MDE or the Subgrantee may terminate this agreement at any time by giving 30 days written notice to the other party of such termination and specifying the effective date thereof. The Subgrantee shall be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of the Subgrantee covered by the agreement, less payments of compensation previously made.

5. ACCESS TO RECORDS

The Subgrantee 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 Subgrantee related to Subgrantee's charges and performance under this agreement. Such records shall be kept by Subgrantee for a period of five (5) years after final payment under this agreement, unless the MDE authorized their earlier disposition. Subgrantee agrees to refund to the MDE any overpayments 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 the 5-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

6. LAWS

This agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

7. LEGAL AUTHORITY

The Subgrantee assures that it possesses legal authority to apply for and receive funds under this agreement.

8. EQUAL OPPORTUNITY EMPLOYER

The Subgrantee shall be an equal opportunity employer and shall perform to applicable requirements; accordingly, Subgrantee shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, disability, or sex in any manner prohibited by law.

9. COPYRIGHTS

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

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

10. PERSONNEL

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

11. SURRENDER OF EQUIPMENT

Subgrantee and MDE shall jointly conduct a closing inventory and Subgrantee shall replace or repair all equipment lost, damaged, or destroyed to make up any deficiency between the opening and closing inventories. Subgrantee shall transfer all equipment per MDE's guidance and written instructions.

12. ASSIGNMENT

Subgrantee shall not assign or subgrant in whole or in part, its rights or obligations under this agreement without prior written consent of the MDE. Any attempted assignment without said consent shall be void and of no effect.

13. MISSISSIPPI ETHICS

It is the responsibility of the Subgrantee to ensure that subcontractors comply with the Mississippi Ethics Law in regard to any conflict of interest. A statement attesting to said compliance shall be on file by the Subgrantee.

I have **read** and **agree** to comply with the Standard Terms and Conditions. I certify that the contents of this application, if funded, will be followed for the implementation of the grant award described herein. *Signatures of the Superintendent, Executive Director, Agency Head, and/or Fiscal Agent on this page must match the signatures on the cover page. A representative from each partnering agency must sign the assurances. Failure to sign the above assurances will result in the rejection of the application.*

Superintendent/Executive Director/Agency Head/Fiscal Agent

Date

Title of Authorized Person

Subgrantee Name

Form 4
CONFLICT OF INTEREST DISCLOSURE FORM

Mississippi Department of Education

Each Applicant must disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. The purpose of this form is to help MDE identify the actual or potential conflict and ensure the avoidance where necessary. Please complete and sign the form below as it relates to a conflict of interest within the program activities.

- ☐ I have no conflict of interest to report.
- ☐ I have the following conflict of interest(s) to report. Please describe any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

I certify that the information set forth above is true and complete to the best of my knowledge. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate, I will notify MDE immediately.

Superintendent/Executive Director/Fiscal Agent

Date

Title of Authorized Person

Form 5

ACKNOWLEDGEMENT OF AMENDMENTS

The Question-and-Answer amendment shall be signed, if issued. The Question-and-Answer amendment will be posted on the MDE [website](#) under “Public Notice” Request for Applications, Qualifications, and Proposals section. It is the sole responsibility of all interested applicants to monitor the MDE website for updates regarding any amendments to the solicitations.

END OF DOCUMENT