

PUBLIC NOTICE
INVITATION FOR BIDS
ACCESS CONTROL RFP
BID NUMBER: 23-009

Sealed bids/proposals for **access control** will be received by the Hattiesburg Public School District up to and no later than **2:00 p.m. (CST) February 23, 2023**, in the office of the Superintendent, 301 Mamie Street, Hattiesburg, MS. Alternatively, bids may be submitted through the [Central Bidding website](https://www.hattiesburgpsd.com/departments/technology/technology-bids). The latest version of the Request for Proposals (RFP) can be obtained by visiting the technology bid section of our website which can be reached at the following location
<https://www.hattiesburgpsd.com/departments/technology/technology-bids>.

Bids will be opened at 2:00 p.m., February 23, 2023 in the office of the Superintendent, 301 Mamie Street, Hattiesburg, MS. Bids must be submitted in a sealed envelope clearly marked as follows:

“2023 ACCESS CONTROL RFP”

HPSD Bid #: 23-009

Bid Opening: Thursday, February 23, 2023 2:00 p.m.

Envelopes not so marked will not be considered.

The contract will be awarded to the lowest and best bidder. The Hattiesburg Public School District (HPSD) has the right to accept or reject any or all bids.

Publish by order of the Hattiesburg Public School District.

Director of Technology - Jason Breland (Technical Questions) - jason.breland@hattiesburgpsd.com

Accounting Supervisor - Edith Stallings (Bid Related Questions) - edith.stallings@hattiesburgpsd.com

Hattiesburg Public School District

Publish: February 1, 2023, Advertising February 1 and February 8, 2023

**Hattiesburg Public School District
Office of the Superintendent
301 Mamie Street
Hattiesburg, MS 39401**

2023 ACCESS CONTROL

The Hattiesburg Public School District, also referred to as HPSD, reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate HPSD to pay any costs incurred by respondents in the preparation and submission of a proposal. HPSD reserves the right to negotiate equipment specifications regardless of the proposal design. Furthermore, the RFP does not obligate HPSD to accept or contract for any expressed or implied services.

Bids must comply with the specifications provided. The Hattiesburg Public School District reserves the right to amend the specifications, as necessary, and agrees to notify all having requested bid packets. The contract will be awarded to the lowest and best responsible bidder. The Hattiesburg Public School District reserves the right to waive any informalities and to reject any and all bids. Following evaluation of the proposals, Hattiesburg Public School District may conduct additional interviews and may request additional information from one or more providers. Hattiesburg Public School District reserves the right to reject any and all proposals in part or in whole, and to evaluate the qualifications in the proposal that is most beneficial to the district.

Bid evaluation may include but is not limited to total cost of ownership, pricing granularity, access control equipment features, compatibility with our existing access control and camera system, vendor proximity, and vendor references.

Purpose

The HPSD is requesting proposals for the deployment of district-wide access control hardware compatible with all District facilities and the District access control management software to assist with contact tracing in response to Covid-19. The project will incorporate additional physical security features such as the installation of storefront doors, “push to exit” buttons, and override access for front desk personnel. Solution shall be located as notated in *Appendix F* but discussed in further detail during a mandatory site walkthrough.

Any proposed equipment shall be used to support District crisis management protocols and may be used in concert with other entities outside of the District. The solution shall prioritize the safety and security of District students and personnel, understanding locally adopted policies, and understanding how the organization can administer and manage such a system. All proposed changes to exits or doors will be in accordance with all applicable fire and safety regulations.

Further specifications and requirements are outlined in more detail throughout this document.

Project Background

The HPSD is a public-school district in Hattiesburg, Mississippi. The District employs over 600 teachers, administrators, auxiliary, and non-instructional staff and serves approximately 3800 students.

For access control, HPSD is seeking to replace existing low-frequency badge proximity readers and the corresponding boards, panels, and/or hubs. The district has recently adopted a new camera system, the Avigilon Control Center 7, with on premises NVRs.

Certain sites have additional physical security concerns which the District is asking to also be addressed by any proposed solutions. Hawkins Elementary School, for example, may need additional storefront doors installed along with the access control hardware in order to guarantee an acceptable level of physical security for faculty, staff, and students.

Existing components such as electromagnetic locks or wiring, which prove to be in excellent working condition, may or may not be reused by a proposed solution. Existing components and their potential reuse will be discussed in the mandatory site walkthrough.

Scope of Work

The HPSD is requesting proposals for the addition and replacement of access control hardware across select district sites. Such a solution shall be used to restrict or allow movement in and around district buildings and properties. Counts for access controlled doors are listed below and maps denoting their positions are provided in Appendix F. All hardware necessary to control each door, including but not limited to, proximity card readers, electromagnetic locks, control boards, panels, hubs, and/or “push to exit” buttons shall be included within any proposed solution. Any potentially reused equipment such as electromagnetic locks or “push to exit” buttons will be discussed and approved during the mandatory site walkthroughs.

All proposed access control hardware must be compatible with the district's existing Avigilon Access Control Management software. Compatible solutions can be found on [Avigilon's website](#).

The HPSD requires a system that will be capable of satisfying its security needs for a minimum of 5 years that is scalable and expandable.

The proposed number and locations of access control and security features are as follows:

Site	PROPOSED ACCESS CONTROLLED DOORS	NEW STOREFRONT DOORS
Hattiesburg High School	7	
N.R. Burger Middle School	2	
Hattiesburg STEAM Academy	1	
Lillie Burney Learning Center	5	
Hawkins Elementary	8	4
Grace Christian Elementary	5	
Thames Elementary	8	
Woodley Elementary	7	
Rowan Elementary	6	
HPSD District Office	4	
Totals	53	4

The proposed storefront doors at Hawkins elementary are pending approval by the Mississippi Department of Archives and History. If approval is not granted, the storefront doors will be removed from the scope of the project at no cost to the District. Additional information may be provided during the site walkthrough. The winning bidder shall contact the District to confirm approval status.

The equipment shall meet or exceed the minimum specifications for ALL projects unless otherwise stated. Any catalog, brand name, or manufacturer's reference here is descriptive and not restrictive. Such reference is intended to indicate type and quality desired.

Card Reader

- Compatibility with Avigilon Access Control Management software (required)
- High frequency 13.56 MHz contactless smart card technology (preferred)
- Open Supervised Device Protocol (OSDP) for secure communication between reader and controller (preferred)

Controllers

- Compatibility with Avigilon Access Control Management software (required)
- Open Supervised Device Protocol (OSDP) and Secure Communication Protocol (SCP) for bi-directional, secure communications (preferred)
- Physical Security Interoperability Alliance (PSIA) for standards based integrations (preferred)

Cabling

- CAT 5E/6 ethernet cables, plenum rated if applicable to location
- Wire management
- All exposed cabling shall be protected from outdoor elements by conduit provided and installed by vendor as a part of the proposal

Installation

- Equipment and cables tested and results documented
- Hard-copy documentation to include, but is not limited to, pathways, tests, labels, etc.
- Labeling convention will meet specifications outlined by the District; determined prior to installation
- Disposal of materials and/or clean-up of District affected facilities
- Any ceiling tiles opened for work access are to be replaced by end of day.
- Minimum interruption of teaching.
- No interruption of testing whatsoever.
- Loud work such as hammer-drilling should be limited to non-disruptive hours.

Support/Maintenance

- Replacement hardware in the event of failure. Failure of any hardware that was approved for reuse during the walkthrough will be at the District's expense.
- On-site installation and replacement of any and all hardware or equipment
- After hours support is not a requirement.

Other Information for Bidders

The vendor will be required to deliver any equipment which requires an asset tag by state law to the HPSPD Technology Department for asset tagging before installation unless otherwise notified in writing by the District.

District Provided Information

The District will provide:

- Any technical information on current or planned systems
- Interviews with any staff member in the technology department
- Scheduled facility tours/site surveys if necessary
- One point of contact, [Jason Breland, jason.breland@hattiesburgpsd.com](mailto:jason.breland@hattiesburgpsd.com)

Facility Tours/Site Surveys

For installation estimate purposes, bidders are required to attend at least one on-site tour of the District facilities. On-site visits have been pre-scheduled for February 7 and 8, 2023 as well as February 13 and 14, 2023. The second day per tour has been scheduled as a precaution in the event that all 10 sites cannot be adequately covered in a single day. Additional on-site visits are available on request. It is the responsibility of the vendor to schedule any additional appointments in a timely manner.

Installation and Configuration: Install, wire, and connect equipment at each site. Configure each component in coordination with the HPSD Technology Department to provide the agreed upon services. The vendor shall be required to obtain permission from HPSD prior to cutting into or through any part of a building structure, including, but not limited to, drywall and internal fixtures such as desks, wall units, etc. The vendor shall be responsible for any damage, repair or clean up costs associated with the project. The vendor must return all HPSD property to a state consistent with its pre-existing condition within three (3) business days following completion of any installation. Should the vendor not have the clean-up and repair complete within the designated time period, HPSD reserves the right to complete the cleanup and repair work itself and charge the costs incurred against its payment owed for the contract. HPSD may also file a claim against the vendor's proposed account for these costs.

Proposed Services: Describe warranties, guarantees, and/or help desk offerings and other support that will be available. Supply a detailed list of service level agreements offered by your organization. The description should include scope of service to support and maintain the new system. Any costs or fees attributed to warranties, support, and/or help desk offerings should be included in the total cost of the item as submitted in Appendix A. The proposal should also include, at minimum, a description of the first year of maintenance/support provided.

References: All proposals will include three (3) references for systems similar to that proposed to the HPSD. Contact information, titles, telephone numbers, and email addresses of the people directly involved with similar implementations should be included.

Summary: All proposals should include a summary document that clearly articulates the make, model, compatibility with existing camera system, and a brief description of the hardware and all proposed equipment as well as any accompanying warranties, services, support, or installation of the equipment.

RFP OFFICIAL CONTACT**NAME: Jason Breland**

DISTRICT: Hattiesburg Public School District

**ADDRESS: 301 Mamie Street
Hattiesburg, MS 39401**

TELEPHONE: (601) 582-6671

EMAIL jason.breland@hattiesburgpsd.com**Project Schedule**

Activity Description	Date
Release RFP / Advertisement dates	February 1, 2023 Advertising Feb 1 & Feb 8, 2023
On-site visits*	February 7 & 8, 2023 - 1st walkthrough, February 13 & 14, 2023 - 2nd walkthrough
Deadline for Submission of Questions	February 20, 2023 10:00 a.m.
Submission deadline / Bid Opening	February 23, 2023 2:00 p.m.
HPSD internal review of proposals. Vendors provide clarification where needed.	February 23 - March 9, 2023
Recommendation to Board of Trustees	March 14, 2023

Additional walkthrough dates available on request*Questions Regarding RFP**

Vendors who request information or clarifications of the RFP may submit written, electronic questions to the RFP coordinator through **10:00a.m., Thursday, February 20, 2023**. Written, electronic copies of the questions and responses will be provided to all vendors via Addendum A of this document.

Proposal Preparation

General Information

Failure to comply with these instructions may result in your proposal being removed from consideration.

Vendors must prepare all proposal information in electronic, searchable format, including, but not limited to: general proposal, pricing spreadsheets, warranty information, and unit technical information at vendor's cost.

All proposals must be submitted through the [Central Bidding website](#) or by sealed bid to the office of the Superintendent, 301 Mamie Street, Hattiesburg, MS 39401 before February 23, 2023 at 2:00 p.m.

Evaluation Process

Evaluation

All proposals must be received prior to the deadline. A designated committee will read and evaluate each proposal. The evaluators will consider how well the proposed solution meets the needs of HPSD. It is important that proposals be clear and concise. The evaluation process is not designed to simply award the contract to the lowest vendor price. Rather, it is intended to help HPSD select the vendor with the best combination of attributes, including price, based on the evaluation variables.

Award Criteria and Vendor Attributes

Bid evaluation may include but is not limited to total cost of ownership, equipment specifications, software/hardware features, vendor references, and compatibility with existing hardware and software systems either currently in place or proposed by HPSD. Pricing must be inclusive of any and all warranties and support, see Appendix A.

Standard Terms and Conditions

Items listed below apply to and become a part of the terms and conditions of this proposal unless superseded by any supplemental specifications or special conditions enclosed or attached hereto, in which case the attached or enclosed conditions will prevail.

- Submissions must either be submitted through the [Central Bidding website](#) or directly to the Superintendent's office. Submissions to the HPSD Office of Superintendent should include two printed copies and two digital copies, via thumb drives by the date and hour specified. No fax copies will be accepted.
- An updated copy of the RFP can be obtained from our page on the [Central Bidding website](#) or from our website at <https://www.hattiesburgpsd.com/departments/technology>.

- No right or interest in this contract shall be assigned or delegation of any obligation made by the vendor without the written permission of HPSD. Any attempted assignment or delegation by a vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- Prices quoted should be F.O.B. destination, assembled and installed. The title and risk of loss of the goods shall not pass to the buyer until the buyer actually receives and takes possession of the goods at the point or points of delivery specified.
- HPSD assumes no liability for goods delivered in damaged or unacceptable condition. The vendor must handle all claims with carriers, and in the case of damaged goods, shall provide for replacement goods immediately upon notification of damage at no additional cost to HPSD.
- Vendor guarantees equipment or product offered will meet or exceed specifications identified in this proposal invitation. The vendor shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to HPSD. If at any time, the equipment or product cannot satisfactorily meet the requirements of the HPSD, the vendor shall promptly remove such equipment or product without any further expense to the District.
- Vendor warrants that the product(s) sold to HPSD shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, HPSD may return the product for correction or replacement at the vendor's expense. In the event the vendor fails to make the appropriate correction within 90 days, correction made by HPSD will be at the vendor's expense.
- When delivery delay can be foreseen, the vendor shall give prior notice to the Director of Technology, Jason Breland, who shall have the right to extend the delivery date if reasons for delay appear acceptable. The vendor must keep the authorized purchasing agent informed at all times of the status of the order. Default on promised delivery, without acceptable reasons, or failure to meet specifications authorizes HPSD to purchase goods elsewhere and charge any increase in cost and handling to the defaulting vendor. Every effort will be made by HPSD to locate the goods at the same or better price as originally contracted.
- Delivery shall be made during normal school hours and at a designated location unless prior approval has been obtained from authorized district personnel.
- HPSD is exempt from federal excise, state, and local taxes. Do not include tax in any proposal totals. A tax exemption certificate will be furnished upon request.
- Invoices shall be sent directly to the HPSD Business Office, Attn: Accounts Payable, 301 Mamie Street, Hattiesburg, MS 39401 or emailed to HPSD Billing at billing@hattiesburgpsd.com. Payments are processed within 45 days after the Business Office has been notified that the items have been received in good condition and no unauthorized substitutions have been made. Invoices must detail the items delivered and must reference the Hattiesburg Public School District Purchase Order number.

- If insurance and/or worker's compensation is required by HPSD for any proposal item(s), proof of insurance and/or workers' compensation should be submitted. HPSD reserves the right to review all insurance policies pertaining to proposal item(s) to guarantee that the proof of coverage is obtained by the vendor. HPSD requires contractors to submit proof of workers' compensation regardless of the exception set by the state for 5 or fewer employees.
- The agreement shall be governed by Mississippi Code 1972 Annotated and is effective and in force on the date of this agreement.
- Both parties agree that the venue for any litigation arising from this agreement shall lie in Hattiesburg, MS.

Payment Terms

- HPSD will have 45 days after receipt of an invoice in good order, for work or equipment received, to release payment. HPSD reserves the right to withhold payment in circumstances outlined in the contract terms.

Contract Terms

- Vendors shall adhere to all federal, state, and local laws, statutes, ordinances, and regulations that apply to this proposal and subsequent contract(s), including but not limited to, Equal Employment Opportunity Commission (EEOC) and the Occupational Safety and Health Act (OSHA) as applicable to this contract.
- The selected vendor will be responsible for obtaining and paying for all permits and licenses required to complete the work.
- The awarded vendor agrees to defend, indemnify and hold HPSD, its officials, employees, contractors and agents harmless from any and all claims, suits, actions, damages, causes of action, or attorneys' fees, arising from any personal injury, loss of life, or damage to persons or property sustained by reason of or as result of the negligence or omission of the vendor, its employees, agents, contractors or assigns.
- It shall also be understood and agreed that by the submission of a proposal, the vendor, if awarded a contract, shall defend, indemnify and hold HPSD and any of its official, employees, contractors and agents harmless from and against any and all damages, that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as a result the use of such articles by HPSD or any of its officials, employees, contractors or agents, and of which articles the vendor is not the patentee, assignee, licensee, or owner or lawfully entitled to see the same.

Proposal Withdrawal/Contract Default

- **Proposal withdrawal** – Proposals may be withdrawn by the vendor at any time prior to the time set for the opening. Such requests must be in writing. All proposals submitted shall be valid for a period of ninety (90) calendar days from the date of the proposal opening.
- **Inability to Perform** – Once a contract has been entered into by the vendor and the District, the vendor shall make every effort to provide and maintain the appropriate staff, materials, vehicles, and facilities required to complete the proposed services purchased by HPSD. The vendor shall provide HPSD, in writing, any variance from the agreed quality, quantity, and time required by the contract. Once received, HPSD reserves the right to modify or cancel the contract.
- **Default** – If a vendor fails to fulfill its completion of work obligations under the contract in a professional and timely manner, or otherwise violates the terms of the contract, HPSD shall have the right to terminate the contract if a vendor has not cured the default after receiving seven (7) days written notice of the performance issue or other item or default.
- Notwithstanding the above, the vendor shall not be relieved of liability to HPSD for damages sustained by HPSD as a result of any breach of contract by the vendor. HPSD may, in such an event, withhold payments due to the vendor for the purpose of set-off until such time as the exact amount of damages due to HPSD are determined. The rights or remedies provided for herein shall not limit HPSD, in case of any default by the vendor, from asserting any other right or remedy allowed by law, equity, or by statute.
- Notwithstanding the foregoing, the vendor shall not be relieved from liability from any acts of malfeasance, misfeasance or wanton or willful misconduct. HPSD does not waive any of its remedies or limitations on liability contained in Mississippi law.
- Neither party shall be held liable for delays associated with acts of God, strikes, acts of public authorities, or other unforeseeable circumstances that could not be reasonably avoided.

Other Considerations

- The scope of any projects are solely at the discretion of HPSD.
- Upon selection of the vendor(s), HPSD will provide access to any additional documentation or key District personnel as needed.

- The District reserves the right to review resumes and other related credentials associated with vendor staff assigned to the project. The District may exercise its option to disapprove the assignment or reassignment of vendor personnel associated with this project.
- The selected vendor will be responsible for managing this project and fully communicating updates and progress toward project completion.

Insurance/Licensing

The awarded vendor will be required to maintain in full force and effect, and at their own expense, the following insurance policies at the required minimum coverage amounts:

- Worker's Compensation Insurance in compliance with Mississippi Law
- General Liability Insurance
- Automobile Insurance
- Professional Liability Insurance

Submittal

All proposals must either be submitted through the Central Bidding website or directly to the superintendent's office. Electronic bids may be submitted electronically through Central Bidding at www.centralbidding.com. **"2023 ACCESS CONTROL"**. For any questions relating to the electronic bidding process, please contact Central Bidding at 225-810-4814. Submissions to the superintendent's office should include two paper copies and two digital copies (via usb thumb drives) with all supporting documentation and utilizing the forms provided. No fax copies of proposals will be accepted.

Responses must be submitted by **Tuesday, February 23, 2023 2:00 p.m. to:**

Jason Breland, Director of Technology or Edith Stallings, Accounting Supervisor

**Office of the Superintendent
Hattiesburg Public School District**

301 Mamie Street, Hattiesburg, MS 39401

BID PROTEST PROCEDURE AND POLICY

I. Purpose

The procedures set forth herein and issued by the Hattiesburg Public School District, establish the guidelines relating to the filing, hearing, decision, and appeal of protests by any actual prospective bidder or contractor who is aggrieved in connection with the bidding or award of a contract.

II. Definitions

When used in reference to this procedure:

- a. The term "Protestor" means any actual or prospective bidder or contractor who is aggrieved in connection with the bidding or award of a contract which meets School Board approval requirements and who files a protest.
- b. The term "Interested Party" means any party who has identified him/herself in writing as such to the Director of Technology.
- c. The term "Board Attorney" means the individual assigned by the Superintendent of the Hattiesburg School District to provide legal assistance to the Director of Technology.
- d. The term "Board" means the membership of the Hattiesburg School District Board of Education.

III. Right to Protest

Any actual or prospective bidder, offerer, or contractor who is aggrieved in connection with the solicitation or award of a contract that meets Board approval requirements may file a protest.

IV. Subject of Protest

Protestors may file a protest on any phase of solicitation or award including, but not limited to, specifications, bid solicitation, or award.

V. Authority to Resolve Protests

The Superintendent or his/her designee shall have the authority to settle and resolve a protest of an aggrieved bidder, offerer, or contractor, actual or prospective, concerning the specifications, solicitation, or award of a contract.

a. Protest of Specification/Product Code Number

Within ten (10) calendar days of the date the Invitation to Bid is mailed, the protestor must submit in writing to the Superintendent the reason for the protest. The Superintendent shall review specifications and product code numbers and based on the facts:

1. issue an addendum
2. withdraw solicitation and rebid
3. reject protest

b. Protest of Award

Protest filed against bid award must proceed with steps VI-XX.

VI. Filing of Protest

a. Time for Filing

Protests shall be made in writing and submitted in an envelope labeled "Protest" to the Superintendent within seven (7) calendar days after the protestor knows or should have known of the facts giving rise thereto. A protest is deemed filed when received by the Superintendent.

b. Limitations on Time for Filing

No protest will be entertained if filed more than seven (7) calendar days after the award of a contract.

VII. Content of Protest

The written protest shall contain the following:

- a. the name, mailing address, telephone number, and fax number of the protestor
- b. appropriate identification of the procurement or contract protested
- c. a statement, in sufficient detail, of the facts upon which the protest is based, including the effective date of any alleged grievable action and why such action is believed to be in error
- d. supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected date the information will be available shall be indicated
- e. a statement of the relief requested.

VIII. Notification

Upon receipt of a written protest, the Superintendent shall submit a copy of the protest to the Board Attorney and the Director of Technology.

IX. Stay of Procurement

In the event of a timely protest, the State shall not proceed further with the solicitation or award of the contract until the resolution of the protest, unless the Superintendent, after conferring with the Director of Technology, makes a determination that in order to protect substantial interests of the school district, it is necessary to go forward with the solicitation or award of the contract.

X. Additional Information- Time for Filing

Any additional information requested by any of the parties should be submitted within the reasonable time period established by the requesting source in order to expedite the consideration of the protest. Failure of any party to comply expeditiously with a request for

information by the Superintendent may result in the protest being resolved without additional information being considered.

XI. Protest Process Committee

The Superintendent shall appoint a committee to review all protests. The Director of Technology, shall present the protest materials to the Protest Process Committee who shall consist of:

1. Superintendent
2. Deputy Superintendent
3. Finance Director

XII. Scheduling of Protest Conference

When a protest is filed, the Superintendent shall determine if a protest conference is needed and appropriate. If so, a date, time, and place for the protest conference will be scheduled and a notice of same will be sent via personal delivery or by certified United States Mail, postage prepaid, return receipt requested, to the protestor, the procuring school district or institution, and any interested party.

XIII. Rescheduling of Protest Conference

Continuances requested by any party to the protest shall be granted within the discretion of the Superintendent only for good cause shown.

XIV. Failure to Appear at Protest Conference

If a protestor, without good cause, fails to appear at the protest conference, such failure will be deemed a withdrawal of the protest and the Superintendent shall dismiss the protest and such dismissal shall be final and conclusive.

XV. Conduct of Protest Conference

So as to encourage the amicable resolution of a protest, the protest conference is informal and no witnesses are examined. However, if there is anyone that a party believes can provide pertinent input, the party may have that person present to be interviewed at the conclusion of the conference and before a decision is made.

The protestor has the burden of proving that the specifications, bidding, or award of the contract was in error and merits the relief requested.

The Superintendent shall have the authority to maintain the decorum of the conference and shall take reasonable steps to do so when necessary, including clearing the conference room of any person who is disruptive.

XVI. Decision Upon Completion of Protest Process

The Superintendent shall, within a reasonable time after the conclusion of the protest process, prepare a written decision. A copy of such decision shall be sent by personal delivery or by certified United States Mail, postage prepaid, return receipt requested, to the protestor, any interested party, and the Director of Technology. The decision of the Superintendent shall be final and conclusive unless fraudulent or unless a timely request for a review by the Board is filed.

XVII. Review by the Board

a. Right to Review

Any protestor or interested party who participated in the conference or the procuring agency aggrieved by the final decision of the Superintendent may file a written request for review by the Board.

b. Time for Filing

Requests for review by the Board shall be filed with the Board with copies of same being sent to the Superintendent, the Director of Technology, and any interested party who participated in the protest, by personal delivery or by certified United States Mail postage prepaid, return receipt requested, within three (3) calendar days after receipt of the decision of the Superintendent.

c. Content of Review Request

The written request for review by the Board shall contain, at minimum, the following:

1. the name and mailing address of the person filing the request for review;
2. a copy of the written protest originally filed;
3. copies of all documents which have been produced thus far in the protest proceedings;
4. a copy of the decision of the Superintendent;
5. a statement, in sufficient detail, of the facts relied upon to substantiate a claim that the decision of the Superintendent is in error; and
6. a statement of the relief requested.

d. Decision on Review

The Board shall issue a final written decision within a reasonable time after the final date for filing all documents to be considered on review. A copy of the such decision shall be sent by certified United States Mail, postage prepaid, return receipt requested, to the party filing the request for review, the Superintendent, the Director of Technology, and any interested party who participated in the protest. A determination of an issue or fact by a quorum of the Board shall be final and conclusive unless arbitrary, capricious, fraudulent, or clearly erroneous.

XVIII. Exhaustion of Remedies

Except as may be authorized under federal law, no protestor may file a petition for judicial review with a court of competent jurisdiction (that court being in Forrest County, Mississippi) until a final written decision has been issued by the Board.

XIX. Time Limits

If a protest is not filed within the time limit set forth herein, it will be considered waived.

If a request for review by the Board is not filed within the specified time limit, it will be considered waived and the decision of the Superintendent shall be final and conclusive.

XX. Debarment and Suspension

The Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this agreement, been convicted of or had a civil judgment rendered against them 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; 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; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud of 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; 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, and (d) have, within a three (3) year period preceding this agreement, had one or more public transaction (federal, state or local) terminated for cause or default. See Excluded Parties List System at www.epls.gov.

XXI. Amendment of Rules, Etc.

The Board may, from time to time, amend these rules or promulgate new rules.

If any one or more of these rules is found to be invalid by a court of competent jurisdiction, such finding shall not affect the validity of any other of these rules.

Appendices

- A. Proposal Form
- B. Proposal Acknowledgement Form
- C. Felony Conviction Notification
- D. Vendor References
- E. Vendor Submission Checklist
- F. Site Maps for Proposed Access Control Locations

Addendum

- A. Answers to Bidder's Questions

APPENDIX A

Hattiesburg Public School District

Proposal Form

The undersigned vendor proposes and agrees to furnish all labor, supervision, personnel, permits, materials, supplies, tools, and equipment necessary to complete the Access Control project for Hattiesburg Public School District (HPSD) in accordance with the Scope of Work and other contract documents outlined in this Request for Proposal.

Proposed Access Control Management Software _____

Please provide a cost for systems you offer with facial recognition, without facial recognition, or both:

	Access Controlled Door Count	New Storefront Doors	Total Cost
Grace Christian E.S.			
Hawkins E.S.			
Rowan E.S.			
Thames E.S.			
Woodley E.S.			
STEAM Academy			
Burger Middle School			
Hattiesburg High School			
Lillie Burney Learning Center			
District Office			
Grand Total			

The above pricing shall be valid for ninety (90) days from the proposal opening date.

Representative Name (print) _____

Representative Title: _____

Representative Signature: _____

Company Name: _____ Date: _____

APPENDIX B

**HATTIESBURG PUBLIC SCHOOL DISTRICT
PROPOSAL ACKNOWLEDGMENT FORM**

The Hattiesburg Public School District reserves the right to: reject any or all proposals; to determine which proposal shall be accepted in the best interest of HPSD; to waive any formalities in any proposal or bid; to delete certain items listed in the proposal; and to award the proposal to the vendor deemed most appropriate.

I hereby certify that I have received, read, and understand the Scope of Work contained in this Request for Proposal (RFP).

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor submitting a proposal, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to fix the proposal costs element of any proposal price or to secure any advantage against the Hattiesburg Public School District or any person interested in the proposed contract.

UNSIGNED PROPOSALS WILL NOT BE CONSIDERED.

LEGAL NAME OF PROPOSER: _____

PROPRIETOR ____ PARTNERSHIP ____ CORPORATION ____ OTHER (Specify)

ADDRESS: _____

PHONE: _____

FAX: _____

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL:

COMPANY OFFICIAL (PRINT NAME): _____

OFFICIAL CONTACT EMAIL _____

OFFICIAL POSITION: _____

APPENDIX C

FELONY CONVICTION NOTICE

Hattiesburg Public School District requires that any person or business entity that enters into a contract with the school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Failure to do so may result in termination of the contract if the District determines that the person or business entity failed to give notice or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the contract."

This notice is not required of a publicly-held corporation.

I, the undersigned agent for the Respondent named below, certify that I have reviewed the information concerning notification of felony convictions and that the following information furnished is true to the best of my knowledge.

Respondent (Firm) Name: _____

Authorized Official's Name (please print): _____

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:

Signature of Authorized Official: _____ Date: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Authorized Official: _____ Date: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Respondent is responsible for the performance of the persons, employees and/or subcontractors Respondent assigns to provide services for the District pursuant to this contract on any and all District campuses or facilities. Respondent will not assign individuals to provide services at a District campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the District. If at any time during performance of this contract, there is a change in felony status of any persons, employees, and/or subcontractors providing services to the District, Respondent will immediately update the above form and provide such form to the District within five business days of becoming aware of the change in status.

APPENDIX D
VENDOR REFERENCES

1. Client: _____

Contact: _____

Address: _____

Telephone: _____

Email address: _____

2. Client: _____

Contact: _____

Address: _____

Telephone: _____

Email address: _____

3. Client: _____

Contact: _____

Address: _____

Telephone: _____

Email address: _____

APPENDIX E

Hattiesburg Public School District 2023 Access Control Submission Checklist

The following components should be a part of the submitted proposals. Components missing may limit consideration by the District for any proposal.

- ☐ Electronic files of vendor proposal
- ☐ Checklist form
- ☐ Proposal Form
- ☐ Proposal Acknowledgment Form
- ☐ Felony Conviction Notification Form
- ☐ Vendor References
- ☐ State of Mississippi Contractor's License
- ☐ State of Mississippi Proof of Workmen's Compensation

Legal Name of Vendor: _____

Printed Name of Authorized Official: _____

Signature of Authorized Official: _____

Contact information:

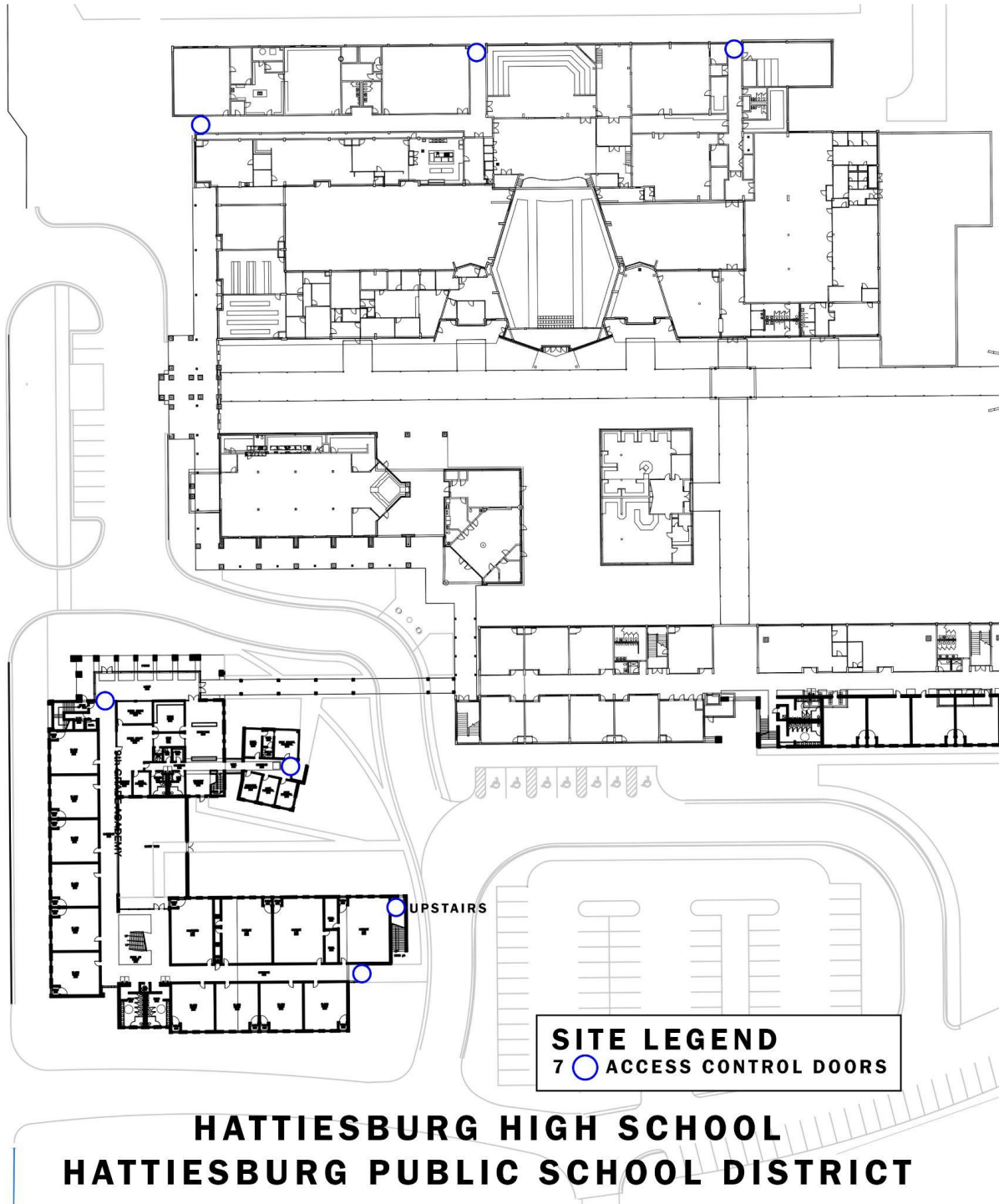
Address: _____

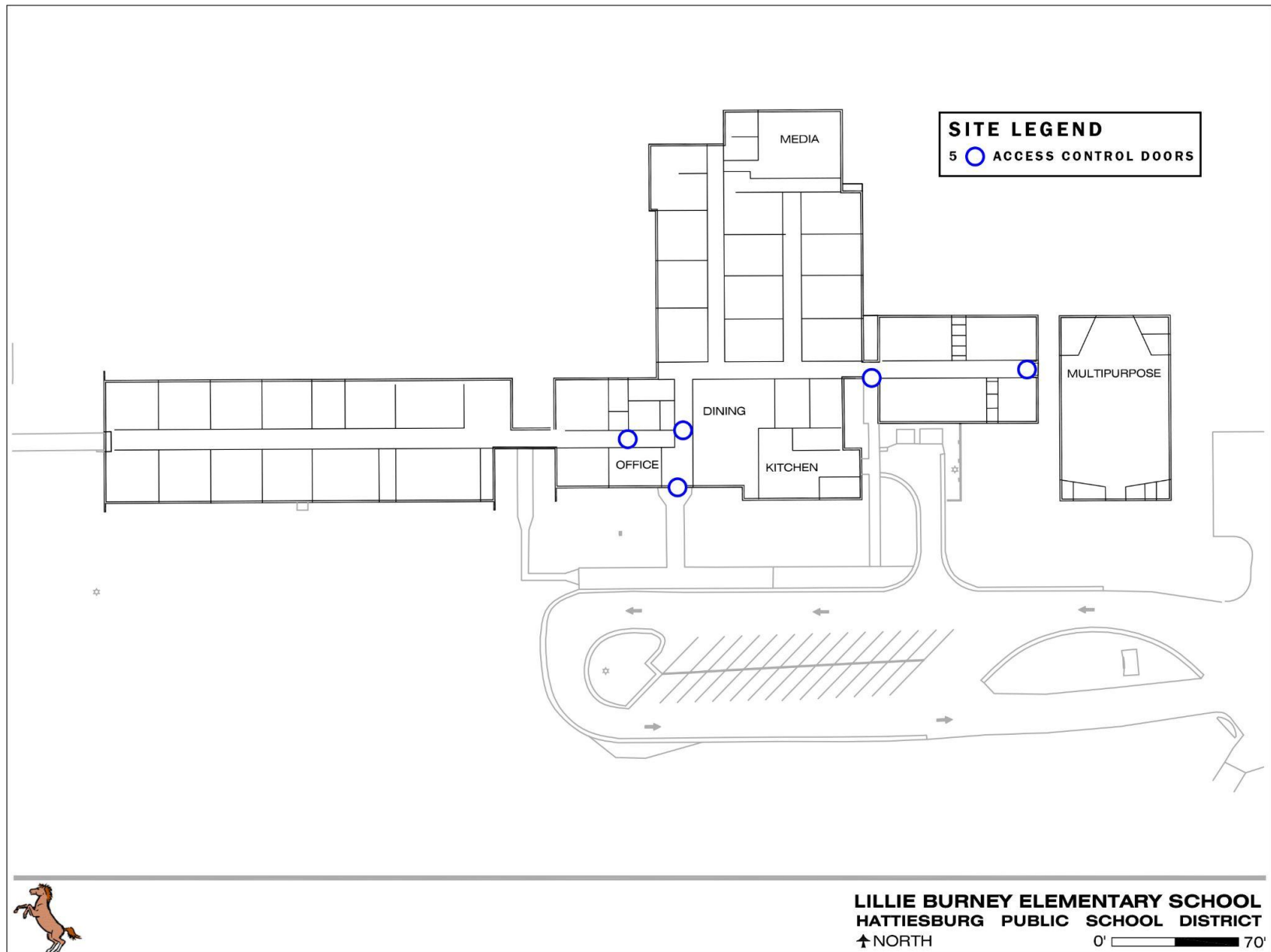
Telephone Number: _____

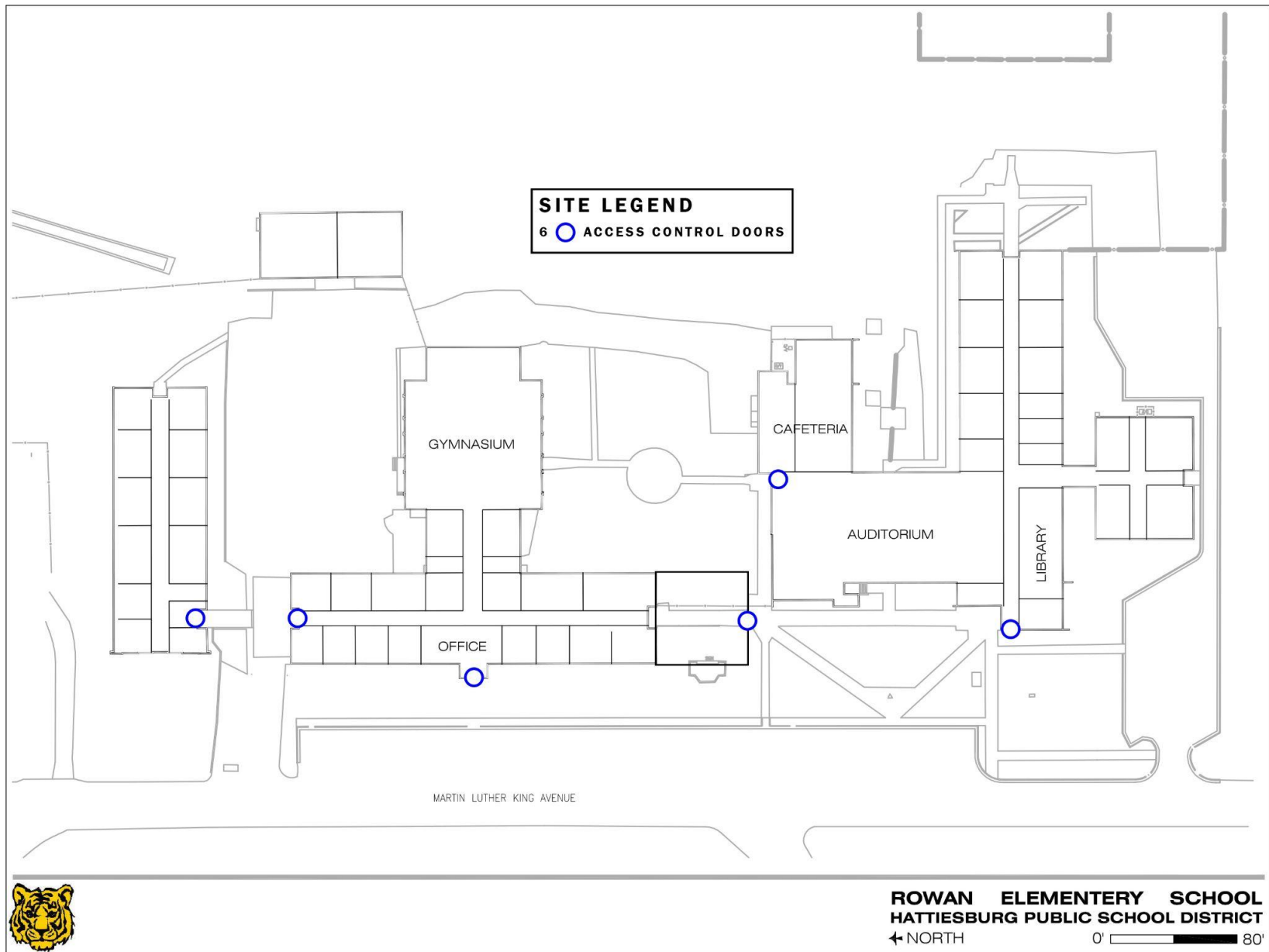
Email Address: _____

APPENDIX F

Site Maps for Proposed Access Control Locations



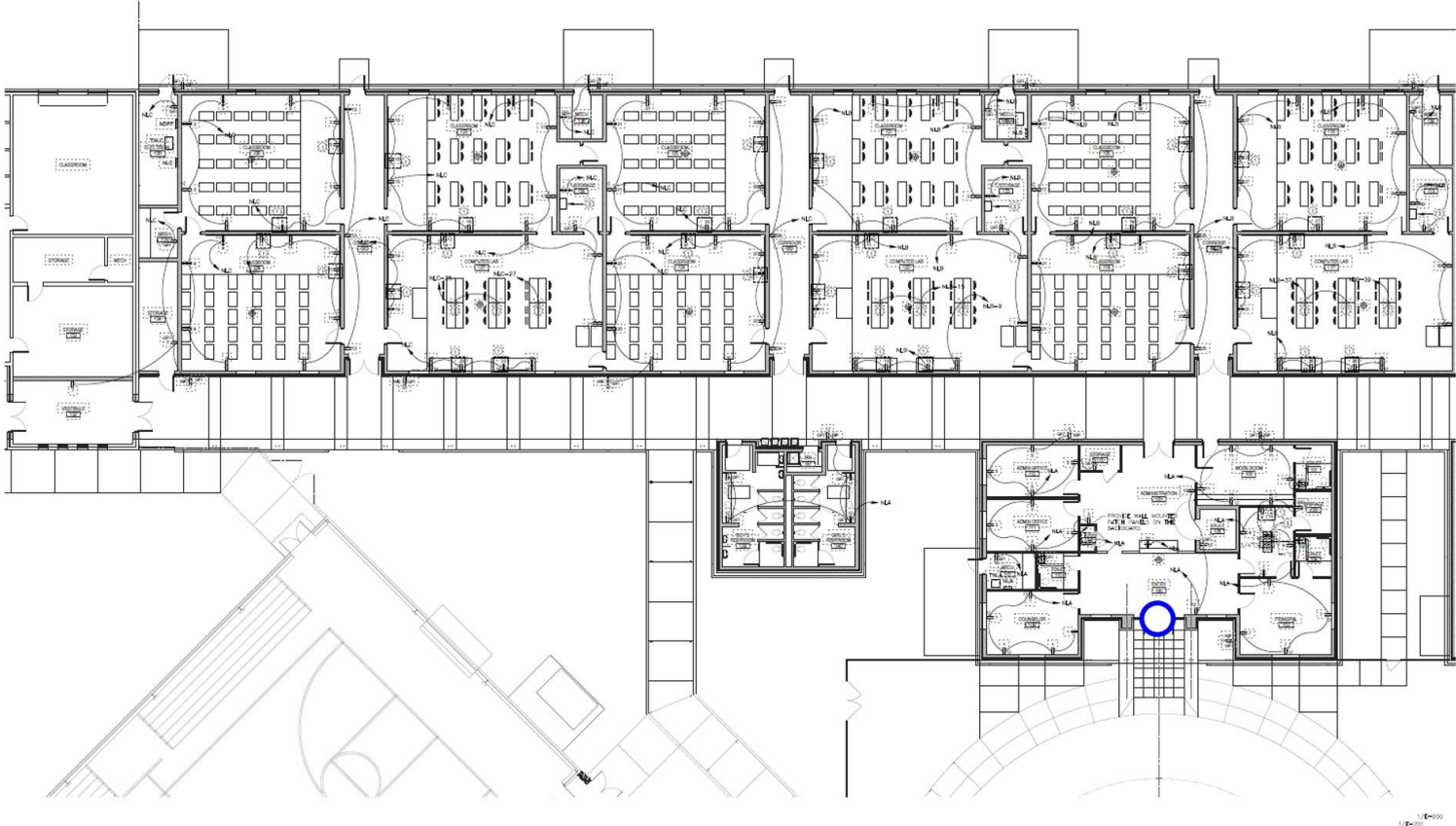


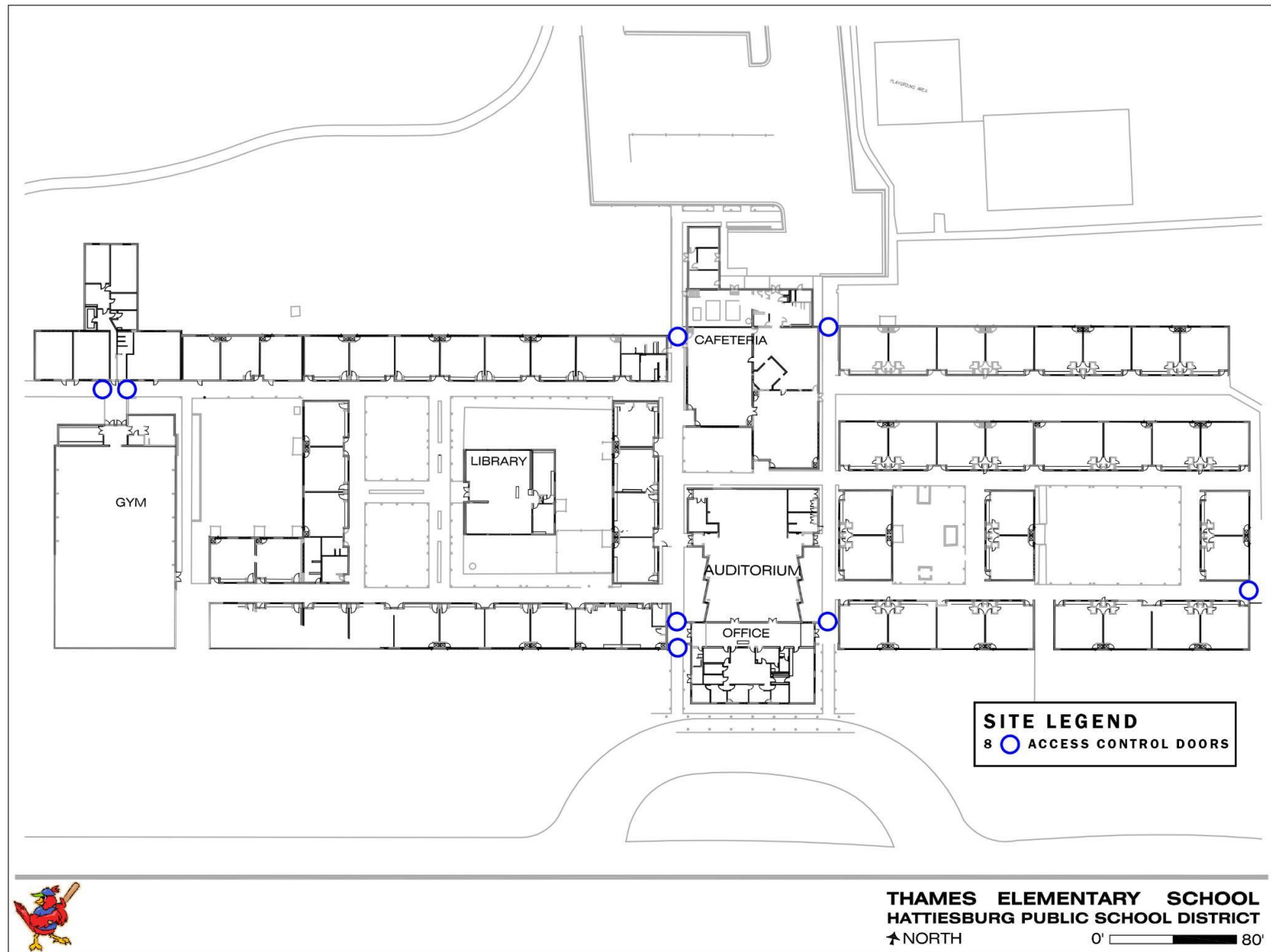


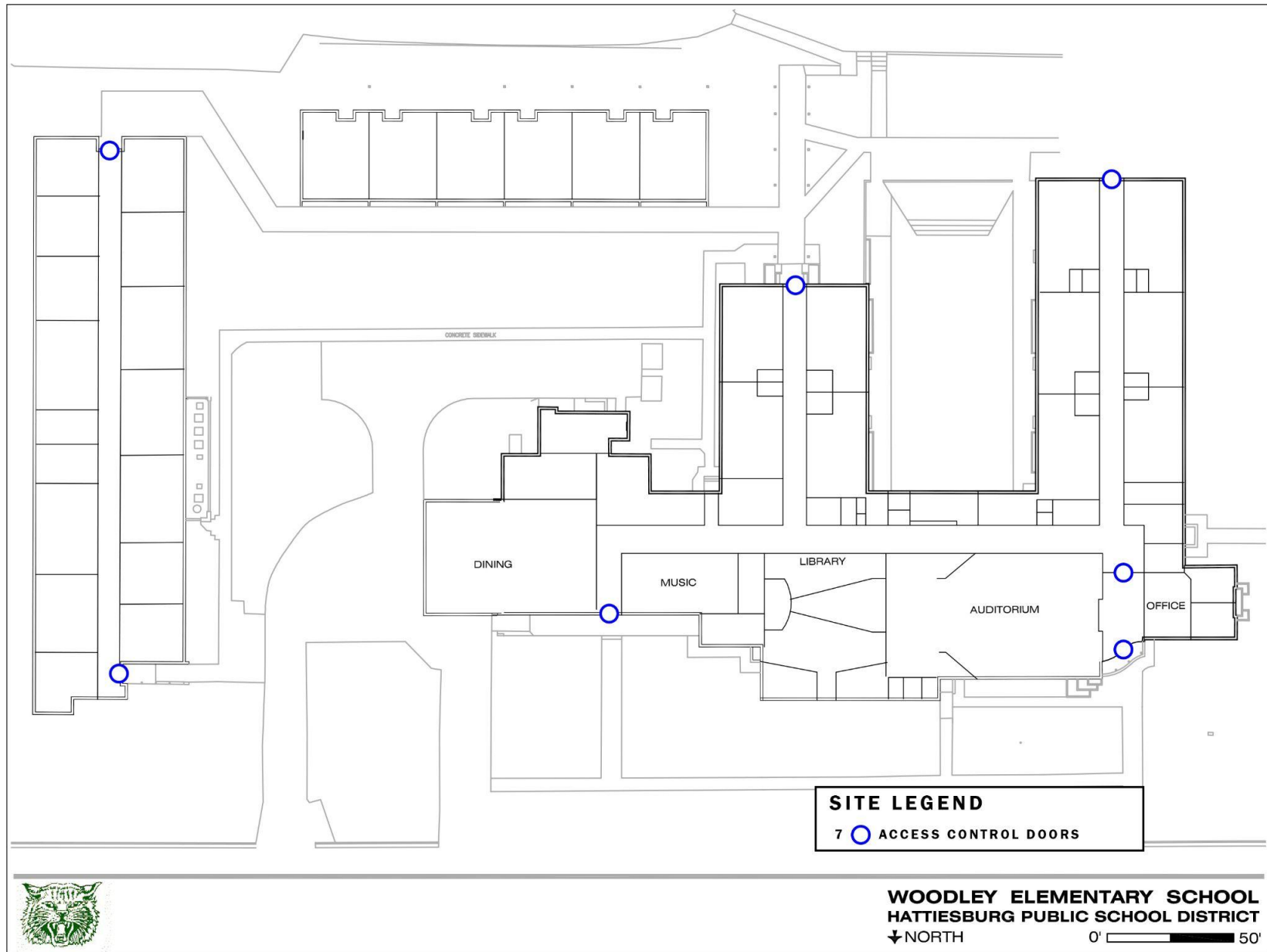
**HATTIESBURG STEAM ACADEMY
HATTIESBURG PUBLIC SCHOOL DISTRICT**

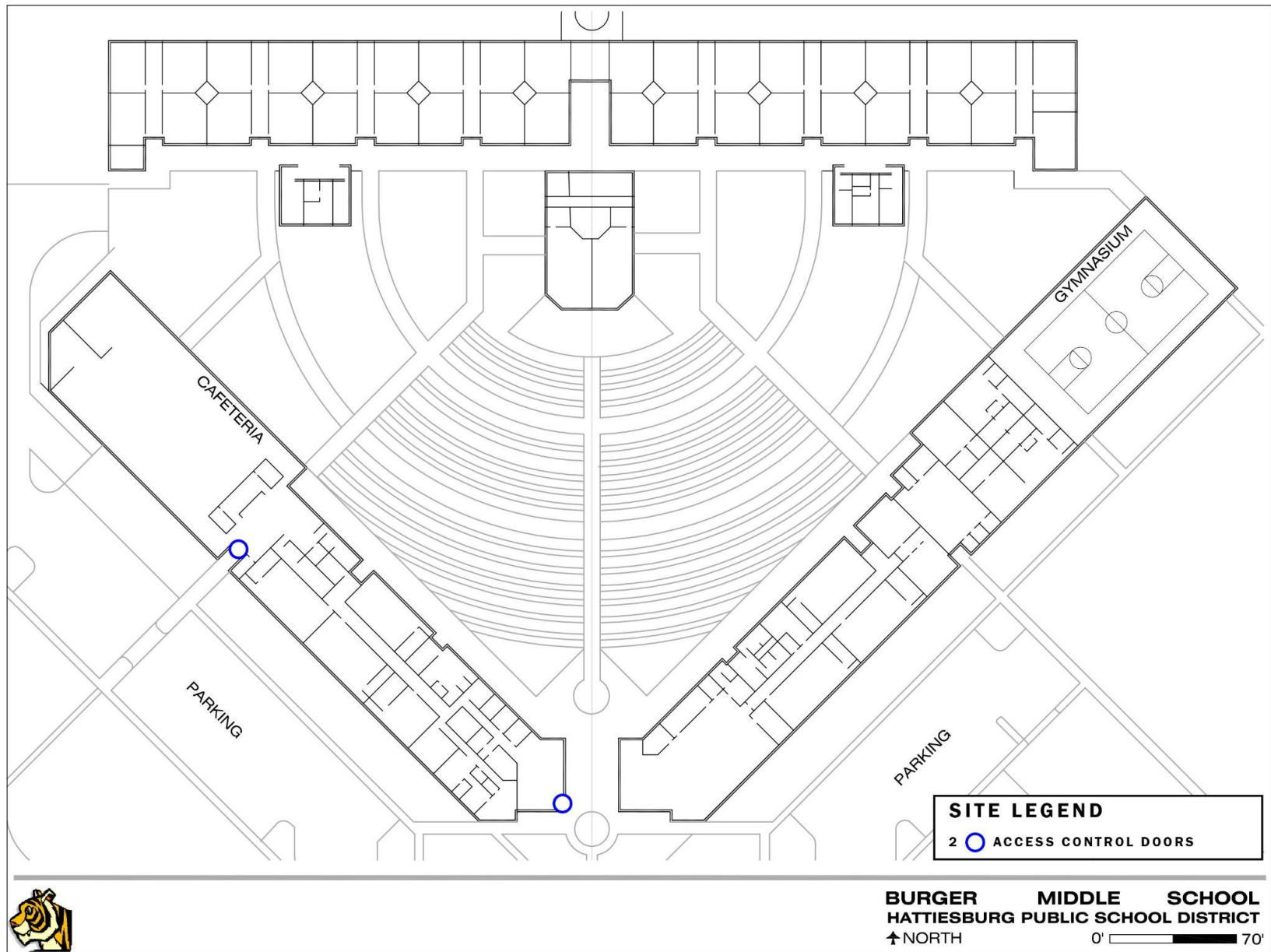
SITE LEGEND

1  ACCESS CONTROL DOOR











SITE LEGEND

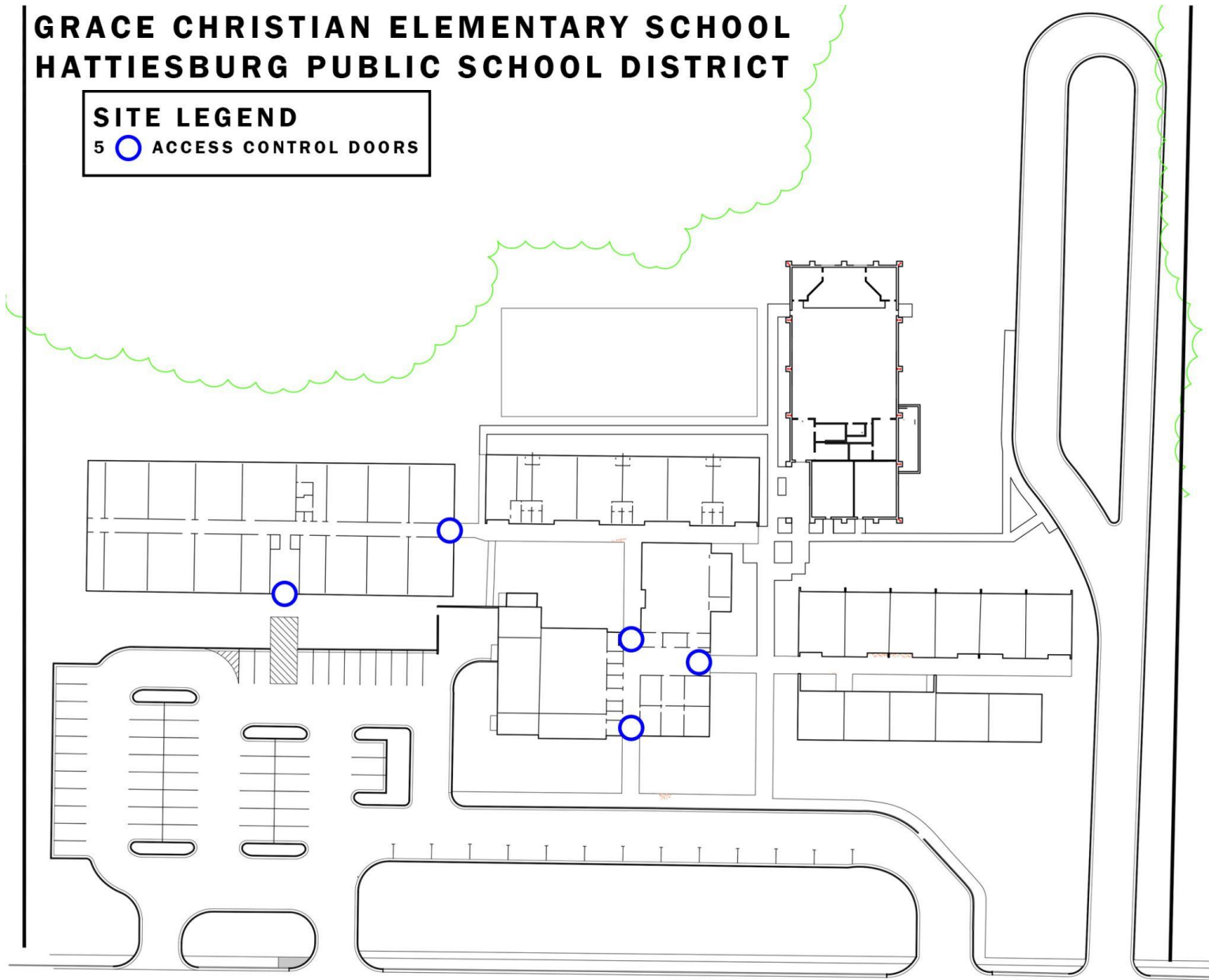
4  ACCESS CONTROL DOORS

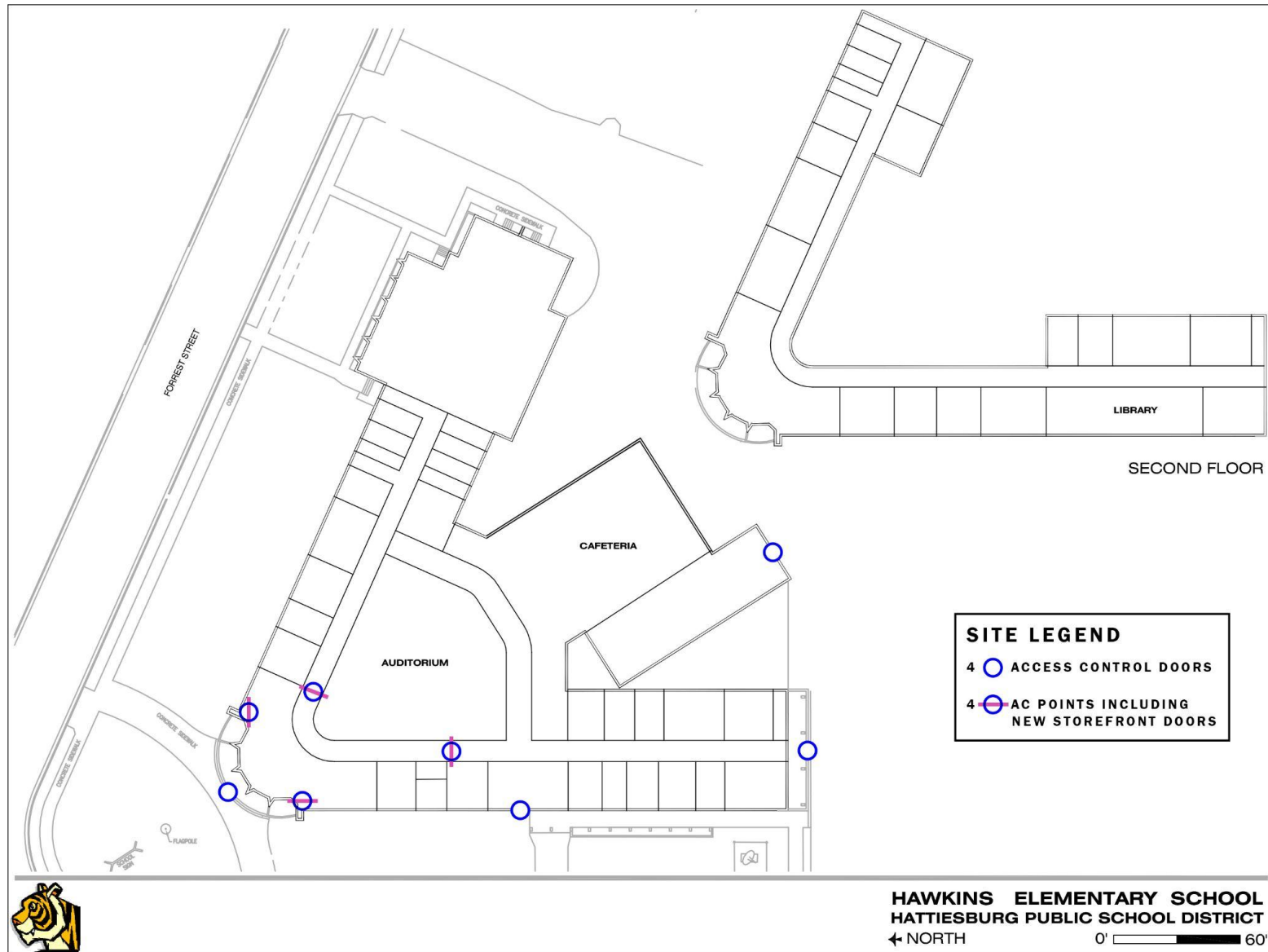
**DISTRICT OFFICE
HATTIESBURG PUBLIC SCHOOL DISTRICT**

GRACE CHRISTIAN ELEMENTARY SCHOOL HATTIESBURG PUBLIC SCHOOL DISTRICT

SITE LEGEND

5  ACCESS CONTROL DOORS





ADDENDUM A

Answers to Bidder's Questions

1. Any answers to questions asked concerning the RFP will be found here in the future to guarantee that all bidders have the same information available to them.