



STUDENT CHROMEBOOKS
BID #0509 FCSD

Franklin County School District

Franklin County School District
P.O. Box 605
41 Frist Street
Meadville, MS 39653

Submission Due Date: May 9, 2023
10:00 a. m.

By submitting a BID, the Offeror 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.

NOTICE TO BIDDERS

The Franklin County School District will receive bids for Chromebooks in the following manner: BID 0509-FCSD

This project is funded by ESSER funds and will follow all requirements.

INVITATION FOR BID

Bid Title: Student Chromebooks	
Dates of Advertisements: 1 st advertisement – April 20, 2023 2 nd advertisement – April 27, 2023	Office of Federal Programs: Attn: Sharon Davis sldavis@fcsd.k12.ms.us
Bid Opening Date and Time: May 9, 2023, 10:00 a.m. 8 th working day after the last advertisement date	Deadline for Questions: May 2, 2023, at 10:00 a.m.
Bid Evaluations: May 10, 2023 at 10:00 a.m.	Date to Post Answers: May 3, 2023 www.franklincountyschoolsms.com/rfps
Delivery location F.O.B. (Destination): See Delivery of Devices on Page 15.	

You are invited to participate in this Invitation for Bid (RFP). Please submit your bid response, all required forms and the vendor acceptance in conformance with the instructions specified herein. By submitting a bid response, the bidder agrees and promises to provide and deliver to the Franklin County School District all products and services contained in this RFP for which a contract is awarded by the Franklin County School District. The bidder shall fully perform the contract in accordance with all specifications, terms and conditions, and requirements contained in the RFP.

By submitting a BID, the Offeror 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.

Written acceptance of the bidder's bid response by the Franklin County School District, by issuance of a purchase order or contract, constitutes a binding contract made with the bidder by and between the Franklin County School District and the bidder named below:

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

The Franklin County School District
Terms and Conditions
Student Chromebooks

1. PREPARATION OF BID

All bids should be submitted to Franklin County School District (FCSD) central office. Bids may be mailed using the United States Postal Service, sent special delivery, or hand delivered. **Submissions by email will not be accepted.** All bid prices and notations must be printed in ink or typewritten.

Shipped to:

ATTN: Jack Hollingsworth
Franklin County School District
Student Chromebooks
Post Office Box 605
41 First Street
Meadville, MS 39653
(DO NOT OPEN)

No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed, in ink, by the person signing the bid.

- A. Bids will not be accepted by email or electronically.
- B. Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- C. Price each item separately.
- D. Available specifications shall be sufficient to make the terms binding.
- E. Information must be furnished according to bid.
- F. It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding to the bidder.
- G. Time Performance. The number of calendar days in which delivery will be made after receipt of order shall be indicated in the bid specifications.

2. SUBMISSION OF BID

All bids shall be signed and sealed. An agent authorized to enter into an agreement must sign a bid. **The bidder's name and address must be listed on the outside of the envelope, along with the date of the bid opening (May 9, 2023).** Bids, bid modifications, or corrections received after 10:00 a.m., CST on May 9, 2023 will not be accepted.

3. ACCEPTANCE OF BIDS/RESERVED RIGHTS

The Franklin County School District 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 FCSD reserves the right to modify or cancel in whole or in part its RFP.

4. ERROR IN BID

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Any errors found in the bid must submit a bid modification to the Franklin County School District prior to the due date specified in the RFP.

5. WITHDRAWAL OF BID

Bids may be withdrawn with written notice from the bidder who signed the original document prior to the time and date of the bid opening. Any withdrawn or modified offer shall remain unopened in the Franklin County School District, Office of Federal Programs. In accordance with §25-61-1, only opened bids shall be available for inspection by participants.

6. AWARD

It is the intent of the Franklin County School District to award a contract to the lowest and/or best responsive bidder meeting specifications. Award shall be based on the following factors: (A) adherence to all conditions and requirements of the bid specifications; (B) qualifications of the bidders, including past performance, financial responsibility, general reputation, experience, and service capabilities; (C) delivery or completion date; (D) workmanship, finish, and overall quality; (E) price; and (F) any bid that does not meet the requirements set out in the specifications shall not be considered for the award.

7. ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the application. The acknowledgement must be received by FCSD by the time and at the place specified for receipt of applications.

8. FIRM BID PRICE

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

9. ORDER OF COMMUNICATIONS

Any and all corrections and changes, clarifications, etc., communicated between the FCSD 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 Jack Hollingsworth at jhollingsworth@fcsd.k12.ms.us and Sharon Davis at sldavis@fcsd.k12.ms.us by May 2, 2023 at 10:00 a.m. (CST). Responses will be posted on the FCSD website by May 3, 2023.

10. STANDARD TERMS AND CONDITIONS

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

1. ACCESS TO RECORDS

Contractor agrees that the FCSD, 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 the Contractor for a period of three (3) years after final payment under this agreement, unless the FCSD authorizes their earlier disposition. Contractor agrees to refund to the FCSD 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 the 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

2. ANTI-ASSIGNMENT/SUBCONTRACTING

Contractor acknowledges that it was selected by the FCSD 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 FCSD which the FCSD 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 Mississippi any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State of Mississippi 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 FCSD may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

3. APPLICABLE LAW

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

4. ATTORNEY'S FEES AND EXPENSES

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the FCSD all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the FCSD in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

5. AUTHORITY TO CONTRACT

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

6. AVAILABILITY OF FUNDS

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

7. BACKGROUND CHECKS

Contractor and/or its employees have never 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.

8. BOARD APPROVAL

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

9. CHANGES IN SCOPE OF WORK

The FCSD 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 FCSD 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 FCSD in writing of this belief. If the FCSD believes that the work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changes and at the cost stated for the work within the contract.

10. COMPLIANCE WITH LAWS

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

11. CONFIDENTIALITY

Notwithstanding any provision to the contrary contained herein, it is recognized that FCSD is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to FCSD pursuant to this agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the FCSD shall follow the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. The FCSD shall not be liable to the Contractor for disclosure of information required by court order or required by law.

12. CONTRACTOR PERSONNEL

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

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

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

13. COPYRIGHTS

Contractor agrees FCSD 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 FCSD 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.

14. DEBARMENT AND SUSPENSION

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

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

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

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

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

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

15. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of

this agreement. The parties agree that this section is subject to and superseded by Miss. Code Ann. § 25-61-1 *et seq.*

16. E-VERIFICATION

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

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State of Mississippi due to Contract cancellation or loss of license or permit to do business in the State of Mississippi.

17. EXCEPTIONS TO CONFIDENTIAL INFORMATION

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

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

18. FORCE MAJEURE

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, the Contractor shall notify the FCSD 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. 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 FCSD determines it to be in its best interest to terminate this agreement

19. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate FCSD, 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.

20. INDEPENDENT CONTRACTOR

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

21. INDEPENDENT PRICE DETERMINATION

Contractor certifies that the price submitted was independently arrived at without collusion.

22. 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.

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

23. 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 FCSD 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 FCSD and/or the State of Mississippi in the defense of the assessment and shall provide reasonable technical and legal

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support with regard to Contractor's activities under this contract without additional charges to the FCSD or the State of Mississippi.

24. MODIFICATION OR RENEGOTIATION

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

25. 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.

26. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specification stated in this contract.

27. PAYMODE

Payments by FCSD shall be made by check once the product has been received and invoice approved by Franklin Board of Education. The FCSD may, at its sole discretion, require the Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that FCSD is exempt from the payment of taxes. All payments shall be in United States currency.

28. 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) by agreement on a fixed price adjustment before commencement of the Additional performance;
 - (b) by unit prices specified in the contract;
 - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
- (2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-401 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

29. PROCUREMENT REGULATIONS

The contract shall be governed by the purchasing laws of the State of Mississippi.

Miss. Code Ann. §31-7-1 et seq.

30. RIGHT TO AUDIT

Contractor shall maintain such financial records and other records as may be prescribed by the FCSD 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 FCSD, 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.

31. 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 even, 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.

32. STOP WORK ORDER

- (1) **Order to Stop Work:** The Superintendent of Education, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Superintendent of Education shall either:
 - a. cancel the stop work order; or,
 - b. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- (2) **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - a. The stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and,
 - b. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Superintendent of Education decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

33. TERMINATION FOR CONVENIENCE

- (1) **Termination.** The Superintendent of Education may, when the interests of FCSD so require, terminate this contract in whole or in part, for the convenience of FCSD. Superintendent of Education shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) **Contractor's Obligations.** Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they

relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The Superintendent of Education may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State of Mississippi. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

34. TERMINATION FOR DEFAULT

- (1) Default.** If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Superintendent of Education may notify Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Superintendent of Education or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Superintendent of Education may procure similar supplies or services in a manner and upon terms deemed appropriate by the Superintendent of Education. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the Superintendent of Education, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the FCSD has an interest.
- (3) Compensation.** Payment for completed services delivered and accepted by FCSD shall be at the contract price. FCSD may withhold from amounts due Contractor such sums as the Superintendent of Education deems to be necessary to protect the FCSD against loss because of outstanding liens or claims of former lien holders and to reimburse the FCSD for the excess costs incurred in procuring similar goods and services.
- (4) Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Superintendent of Education within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Mississippi and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Superintendent of Education shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State of Mississippi under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). "Termination for Convenience."

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(As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

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

35.TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by the FCSD 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.

36.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.

37. 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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Franklin County School District

1. SCOPE OF WORK

The FCSD is accepting bids for services to provide the services/devices charted below.

Services/Devices to be delivered	Number of Devices
Chromebook <ul style="list-style-type: none"> ● Celeron N4500 processor (or equivalent) ● USB C Charging with Charger ● 11.6-inch HD display ● 4GB RAM ● 32GB HD ● 720p HD front facing web cam with privacy shutter ● 802.11a/b/g/n/ac/ax, Bluetooth 5.1 ● Keyboard with integrated touchpad ● 1 or more USB 3.0 ● 1 or more USB Type C ● 1-year limited warranty ● Headphone/microphone combo jack ● Google Auto Update Expiration Date must be 2028 or later ● 	900
Protective Case GUMDROP DROPTech (or equivalent) <ul style="list-style-type: none"> ● Clamshell Type ● Reinforced air cell corners flex to offer maximum shock absorption ● 2-piece case with rugged, co-molded TPU tread on top and bottom shells ● Easy clip-on installation ● Works in most charging carts but is ideal for take-home device programs ● Transparent top and bottom for easy asset tagging and management ● Drop tested to protect against falls up to 4 feet making it TechShell Rugged 4-26 Certified 	900
Chrome Management <ul style="list-style-type: none"> ● Google Chrome Management Console License - Education 	900
Extended Warranty <ul style="list-style-type: none"> ● 3 Year Extended Warranty with accidental damage coverage. Must include free shipping to warranty depot for sending and receiving. 	900
Delivery of devices to school sites	900
White Glove Services to include the following <ul style="list-style-type: none"> ● The device required for install will be unboxed ● The device will be thoroughly inspected for physical damage or blemishes ● Any defective components will be replaced ● The system will be updated to the newest Chrome OS stable-channel release version available to the device at time of configuration ● The device will be enrolled to the customer's domain by performing enterprise enrollment and validation ● A CSV file with serial numbers and asset number on or before delivery must be provided. ● Asset label will be affixed to the back of the device ● Protective Case will be installed on the device ● The device will be verified that the Wi-Fi network device policy was fetched ● All configurations undergo a comprehensive Quality Control procedure ● The successfully configured device will be re-boxed for shipment 	

Total Amount for 900 devices	\$
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Delivery of Devices

Devices must be packaged and delivered to the following locations in the quantities listed no later than August 15, 2023:

Franklin County Upper Elementary	233 Devices in sequential order by asset number
409 Highway 98 East Meadville, MS 39653	

Franklin County Middle School	180 Devices in sequential order by asset number
236 Edison Street Meadville, MS 39653	

Franklin County High School	420 Devices in sequential order by asset number
340 Edison Street Meadville, MS 39653	

Franklin County School District	67 Devices in sequential order by asset number
41 First Street Meadville, MS 39653	

2. BIDDER REQUIREMENTS

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

Bidders responding to this RFP shall be established vendors regularly engaged in similar business with at least five (5) years of experience in the applicable service aligned with the scope of work.

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 services within the past two (2) years. When checking such references, any negative response may result in disqualification of the bid. (See Vendor Reference Form)

References shall include business name, address, telephone number, email, and name of individual customer who is familiar with bidder's capabilities.

Bidders must, upon request of the Franklin County School District, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. This may also include the bidder's financial statement. The FCSD reserves the right to make the final determination as to the bidder's ability.

3. ASSIGNMENT

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

4. REQUEST OF INFORMATION AND TENTATIVE TIMELINE

Questions and requests for clarification of the RFP must be submitted by email to jhollingsworth@fcsd.k12.ms.us by May 2, 2023 at 10:00 a.m., (CST). Copies of all questions submitted and the responses will be posted on the FCSD website on May 3, 2023.

TENTATIVE TIMELINE

Start Date	April 20, 2023
Deadline for Questions	May 2, 2023
Answers shared via website	May 3, 2023
Opening date and time	May 9, 2023 10:00 a.m.
Recommendation to SB	May 16, 2023

BID RESPONSE FORM

Vendor addendums made to the above specifications may deem the bid as non-responsive.

SERVICES	DELIVERABLE DATE	COST

Pricing Structure:

All pricing for services shall include training materials and other associated costs. No hidden fees are allowed.

GRAND TOTAL OF THE BID: \$ _____

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: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____ Phone: _____

Contract Description: _____ Fax: _____

VENDOR RESPONSE CHECKLIST 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.

Submit: One (1) original signed copy of the bid response packet:

Documents Required:

_____ Signed Vendor Response Checklist	Attached
_____ Vendor References Form	Attached
_____ Bid Response Form (Pricing Sheet)	Attached
_____ Copy of W-9	Attached
_____ State of Mississippi Registered Business	Attached
_____ Acknowledgement of Amendment (if applicable)	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 RFP thereto;**
- 2. That the company meet all requirements and acknowledges all certifications contained in the RFP thereto;**
- 3. That the company agrees to all provisions of the RFP thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this RFP;**
- 4. That the company will provide the services required at the prices quoted above;**
- 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 school district'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, that 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 borne solely by the vendor.**

8. REPRESENTATION REGARDING GRATUITIES

The Offeror, 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.

9. 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.

10. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor's qualification that such Contractor (Please Check One) *has () or has not ()* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

11. FEDERAL DEBARMENT CERTIFICATION:

I hereby certify that Contractor is not on the list for federal debarment on www.sam.gov – System for Award Management.

12. STATE OF MISSISSIPPI DEBARMENT CERTIFICATION:

I hereby certify that Contractor is not on the list for debarment on www.sos.ms.gov for doing business with the State of Mississippi or with any Mississippi State Agency.

13. PARTNERSHIP DEBARMENT CERTIFICATION:

I hereby certify that all entities who are in partnership through this contract or grant with the Franklin County School District (FCSD) (subcontractors, sub-recipients, et al.) are not on the federal debarment list on 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 FCSD.

14. 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.

15. PROPRIETARY INFORMATION

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

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

Bidder's Name _____ **Date** _____

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

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