



Oxford School District
200 Bolt Boulevard
Oxford, MS 38655

(662) 234-3541

www.oxfordsd.org

RFP #03192024 – Biological Sciences STEM Program

Proposal Submission Deadline

Wednesday, March 6, 2024 – 10:00am

Contact

Dr. Duncan Gray, Director of Community and Workforce Development
dmgray@oxfordsd.org

Oxford School District
RFP #03192024 – Health & Biological Science STEM Program

I. RFP PURPOSE & PROCESS

- A.** The Oxford School District (OSD) desires to secure a termed purchasing contract for all-inclusive instructional programs for a Health and Biological Sciences STEM Program (hereafter Bio Sciences STEM Program) using the reverse auction process. Vendor qualifications, product specifications and product samples (if appropriate) will be accepted until 10:00 am on Wednesday, March 6, 2024, at the Oxford School District Central Office located at 200 Bolt Boulevard, Oxford, MS 38655. Submissions may be submitted by mail, in-person, or electronically via the Central Bidding website.
- B.** Submissions received after the deadline, regardless of the reason, will not be accepted or considered. Courier delays are not an acceptable excuse for deliveries made past the deadline. Hand-delivered and mailed proposals must be sealed and clearly marked “**RFP #03192024 - Bio Sciences STEM Program**” according to details given in Section II below. Electronic proposals may be submitted via the Central Bidding web site: <https://www.centraauctionhouse.com>. (Vendors may register for a free account by visiting <https://www.centraauctionhouse.com/SignUp>, or by calling 225-810-4814 for assistance.)
- C.** Submissions are required to contain **un-priced** product specifications and options, product sample(s) (if appropriate), a product installation timeline, and complete company contact information (to include valid email address for reverse auction invitation).
- D. Approved vendors will be invited to participate in the reverse auction process. Details for this process will be delivered via email to the vendors who are determined to meet all applicable requirements.**
- E. Do not fax or email proposals.**
- F.** Schedule of Events:

Event	Date
RFP Release	February 21, 2024
Advertisement	February 21, 2024 February 28, 2024
Deadline for Questions	10:00 am, Friday, March 1, 2024
Deadline for Submission	10:00 am, Wednesday, March 6, 2024
Reverse Auction (by invitation only)	2:00 pm, March 19, 2024
Notice of Intent to Award	March 20, 2024
Bid Award Recommendation	March 25, 2024

- G. Inquiries** – All inquiries or correspondence regarding this procurement must be sent via email to Duncan Gray at dmgray@oxfordsd.org. All questions and answers will be posted on the OSD Requests for Proposals website at <http://www.oxfordsd.org/rfps> and on the Central Bidding bid page website. **Questions regarding RFP specifications will be accepted and answered until 10:00 am on Friday, March 1, 2024, as noted on the Procurement Schedule.** After the deadline shown above, no more specification questions will be accepted. If a vendor does not receive a response within 48 hours, it is the responsibility of the vendor to call Duncan Gray at (662) 234-3541 to confirm that the email was received.
- H. Addenda** – If it becomes necessary to revise any part of the RFP, addenda will be posted at www.oxfordsd.org/RFPs and www.centralbidding.com. The information contained at these websites should be assumed current and accurate. It is the Respondent's responsibility to check this website periodically to obtain any changes to the solicitation. Respondents must acknowledge all addenda in their proposal response. Respondents who fail to submit a current copy of the solicitation may be deemed nonresponsive.
- I.** OSD reserves the right to reject any or all submitted proposals, in whole or in part. OSD reserves the right to conduct discussions with bidders regarding proposals being considered for selection, but proposals may be accepted without such discussions. The award will be made to the bidder submitting the lowest and best proposal as determined by the Oxford School District and as approved by the Oxford School District Board of Trustees. OSD reserves the right to waive informalities, as it deems appropriate.
- J.** Modifications to this RFP are not permitted.
- K. Criteria for Selection** – OSD will utilize the following criteria as the basis for proposal evaluations and selection for participation in the reverse auction. Vendors who meet all requirements for this procurement will be invited to participate in the reverse auction. Once vendors are qualified to participate in the reverse auction, price will be the sole factor used to select the vendor for the bid award. Factors considered include:
- a) Alignment with OSD College and Career initiatives and programs, including enhanced project-based learning opportunities.
 - b) Credit-bearing course opportunities for secondary students.
 - c) Enhanced in-person professional development for new teachers.
 - d) Ongoing remote and in-person professional development for teachers involved in the program.
 - e) Comprehensive curriculum, including pre-designed modules and units with applicable resources.
 - f) When applicable, summative assessments for curriculum and modules.
- L. Definition of *Reverse Auction*** – Reverse Auction is a purchasing process in which offerors submit Bids in competition to sell services or supplies in an open environment via the internet. The auction itself is an invitation-only, timed event that is open to Bidders who have been prequalified.

- M. Definition of *Bid*** – In the context of Reverse Auction, the Bid or Bid Response means all documents, whether attached or incorporated by reference, supplied by the Bidder in response to an RFP by Reverse Auction, including a Qualification Summary and the lowest price submitted by the Bidder during the auction event.
- N. Chronology of the Reverse Auction Process**
- a) The Reverse Auction process includes the steps listed below:
 1. Notice of RFP by Reverse Auction
 2. Bid Preparation
 3. Qualifications Summary Submitted
 4. Product Evaluations
 5. Evaluation of Qualification Summary
 6. Invitation to Reverse Auction Issues
 7. Event Preparation and Bidder Training
 8. Auction Event
 9. Evaluation of Bids
 10. Contract Awarded
- O. Force Majeure** – If OSD is closed for any reason, including but not limited to: acts of God, lockouts, riots, acts of war, epidemics, government regulations superimposed after the fact, fire, earthquakes, ice, snow, floods or other natural disasters (the “Force Majeure Events”), and such closure prevents the opening of bids at the advertised date and time, all proposals received shall be opened on the next business day that the OSD shall be open at the previously advertised time. The new date and time of the RFP opening, as determined in accordance with this paragraph, shall be communicated, and all Vendors, upon submission of a proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Proposals shall be received by OSD until the new date and time of the RFP opening as set forth herein. The OSD shall not be held responsible for the receipt of any proposals for which the delivery was attempted and failed due to the closure of OSD because of a Force Majeure Event. Each Vendor shall be required to ensure the delivery and receipt of its proposal by OSD prior to the new date and time of the RFP opening.

II. SCOPE OF WORK AND SPECIFICATIONS

- A. Purpose and Need** – It is the intent of the OSD to establish a purchasing contract with an authorized and qualified Vendor to provide all-inclusive instructional programs per this scope of work for technical services and support, professional development, training, software, curriculum, coursework, materials, equipment, supplies, assessments, and evaluations for hands-on activities and projects to align with the OSD College and Career Readiness initiatives and efforts to ensure that students have internationally benchmarked standards and assessments that are clear and understandable and consistent. The OSD intends to award this contract to a single supplier selected to provide all-inclusive instructional programs to meet these standards and that are compatible with current OSD programs. No quantities are guaranteed or implied and will be purchased on an as needed basis. The OSD will not be responsible for any materials or services purchased or delivered without an authorized OSD purchase order.

B. Scope of Work – All-inclusive instructional programs for the following categories connected to STEM Health and Biological Sciences. Vendor must have and regularly maintain established catalog pricing in an on-line catalog or otherwise published catalog for inspection. The catalog must contain the most current products for the instructional programs. All items and services listed below are estimates only, and there is no guaranteed purchase.

a) Elementary (K-5) science, technology, engineering, and math instructional program:

All necessary site licenses, content, curriculum, teacher training, and equipment/supplies for the included, but not limited to, following areas in K-5th grade science, technology, engineering, and math instructional education:

1. Healthy Habits
2. Life Science: Living and Nonliving Things
3. Living Things: Needs and Impacts
4. Structure and Function: Human Body
5. Living Things: Diversity of Life
6. Life Cycles and Survival
7. Variation of Traits
8. Input/Output: Human Brain
9. Organisms: Structure and Function
10. Infection: Detection
11. Infection: Modeling and Simulation

b) Middle School (6-8) science, technology, engineering, and math instructional program:

All necessary site licenses, content, curriculum, teacher training, and equipment/supplies as needed for the following courses or units in relation to science, technology, engineering, and math instructional programs:

1. Medical Mysteries
2. App Creation
3. Automation and Robotics
4. Computer Science for Innovators and Makers
5. Energy and the Environment
6. Flight and Space
7. Science of Technology
8. Magic of Electrons
9. Green Architecture

c) High School (9-12) biomedical instructional program: All necessary site licenses, content, curriculum, teacher training, and equipment/supplies as needed for the following courses in relation to biomedical instructional programs:

1. Principles of Biomedical Science
2. Human Body Systems
3. Medical Interventions
4. Biomedical Innovation

C. Locations – OSD has 6 instructional locations with approximately 4600 K-12 students as listed below. For more information visit: www.oxfordsd.org.

School Name	Grade Levels	Number of Students
Bramlett Elementary School	K-1	716
Della Davidson Elementary School	2-3	782
Central Elementary School	4-5	670
Oxford Intermediate School	6	335
Oxford Middle School	7-8	675
Oxford High School	9-12	1375

- D.** Vendors invited to participate in the reverse auction will be expected to submit separate pricing for each school, as listed above in Section 2.C., for grade-appropriate programming. OSD reserves the right to accept pricing, and award the bid, for any or all the school locations. This determination will primarily be based on the pricing submitted during the reverse auction falling within the allotted budget for this project.
- E.** Work related to this procurement will be awarded to a single vendor. All equipment installation must be completed no later than July 24, 2024.
- F.** Term – The term of the purchasing contract will be for an initial period of (36) months, beginning on the date approved by the OSD Board of Trustees and continuing for three calendar years thereafter. Extensions to the agreement may be allowed by mutual consent of both parties for up to two additional years, approved annually by the OSD Board of Trustees. Pricing submitted during the reverse auction and incorporated into the purchasing contract shall not be modified for the duration of the contract term regardless of implementation dates at separate locations.
- G.** Orders – There shall be no orders accepted without an official OSD purchase order. OSD will not be held responsible for any orders placed/delivered without a valid purchase order. All purchase order numbers must be reflected on applicable invoices.
- H.** Delivery –
- Delivery must be made during normal work hours and within regularly scheduled school days.
 - All goods are to be shipped FOB Destination, freight prepaid and included.
 - All deliveries are to be made to the applicable school location as indicated on purchase order.
- I.** Inspection for Acceptance of Delivery – The goods and services furnished shall be exactly as specified in the order and shall be free from all defects in design, workmanship, and materials. If the goods and services furnished are found to be defective, the OSD may require Contractor to:
- Issue a credit for any or all damaged goods, or
 - Accept the return or exchange of any or all damaged goods.
- J.** Invoicing – Invoices are to be billed upon completion for training, materials, and supplies and per the contract for technical service/licenses and sent to Oxford School District

School District, Attn: Duncan Gray, 200 Bolt Boulevard, Oxford, MS 38655 or emailed to dmgray@oxfordsd.org. Invoices should contain complete details of service, date of service, description of item with services provided, part number, quantity of item, unit prices, and/or extensions.

- K. Payment – All billing will be in accordance with MS Code §31-7-305. Payments will be made to contractor within 45 days from the date the invoice is received at the district office, provided all is satisfactory based on the Agreement requirements. OSD is exempt from sales and use tax. Exemption from sales tax is provided by statute of the law.
- L. Governing Law – All RFPs and related documents submitted to the OSD shall be governed under the laws of the State of Mississippi.

III. PROPOSAL EXCEPTIONS OR DEVIATIONS

- A. **Exceptions/Deviations** – Please return the Proposal Exception Summary (Exhibit A) with all exceptions to items in any Section of this RFP cited and clearly explained. **If no Proposal Exception Summary is completed, the Vendor is indicating no exceptions or deviations to any item in this RFP.**
- B. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP as long as the following are true:
 - a) The specification is not a matter of State law.
 - b) The proposal still meets the intent of the RFP.
 - c) A Proposal Exception Summary is included with Vendor's proposal.
 - d) The exception is clearly explained, and any alternative or substitution the Vendor proposes to address the intent of the specification is included on the Proposal Exception Summary Form.
- C. Should OSD and the Vendor reach a successful agreement, OSD will approve each exception which is being accepted or submit a formal written response to the Proposal Exception Summary responding to each of the Vendor's exceptions. The Proposal Exception Summary, with those exceptions approved by OSD, will become a part of any contract or acquisitions made under this RFP. An exception will be accepted or rejected at the sole discretion of the OSD.
- D. The OSD desires to award this RFP to a Vendor(s) with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the RFP, including the OSD Standard Contract Addendum (Exhibit B). As such, Vendors whose proposals, in the sole opinion of the OSD, reflect a substantial number of material exceptions to this RFP may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

IV. RFP RESPONSE, EVALUATION & AWARD

- A. If using Central Bidding to upload the proposal and questions arise related to the electronic bidding process, please contact Central Bidding at (225) 810-4814.

- B.** When hand delivering or mailing your Proposal, please submit:
- a)** One (1) “Original” in binder
 - b)** One (1) “Copy” in binder
- C.** Binders or electronic uploads to central bidding must identify each section and/or tab number and be placed in the sequence as specified below. Failure to respond to all points in this order may be grounds for rejection, this includes proposals uploaded electronically to Central Bidding. Likewise, failure to supply any information required to accompany the proposal may cause a rejection of the proposal as noncompliant. The OSD reserves the right to request additional information and/or presentations, if necessary.

Title Page

Show the RFP subject, the name of the Proposer’s firm, address, telephone number, name of contact person, email address, and date.

Tab 1 – Table of Contents

Clearly identify the materials by sections and page numbers.

Tab 2 – Price

- Catalog/Website % Discount – Reasonableness of cost
- Provide a detailed list of all costs for each instructional program with the following information:
 - Identify all current pricing information for instructional licenses, professional services, training services, support, and any other fees associated with the programs.
 - Identify Catalog/Website Percentage Discounts for materials and supplies associated with each program. If no discount percentage, explain how pricing is established.
 - Average Cost per Student, if applicable.
 - Explanation of Reasonableness of Cost for each program:
 - Elementary (K-5) science, technology, engineering, and math instructional program
 - Middle School (6-8) science, technology, engineering, and math instructional program
 - High School (9-12) biomedical instructional program

Tab 3 – Proposal Exceptions/Deviations

List and explain any exceptions to the RFP, including Amendments, in the Proposal Exception Summary (Exhibit A). Refer to Section 3. Please add rows, if needed.

Tab 4 – Proposed Purchasing Contract

Include a copy of Vendor Contract that will represent your proposal.

The OSD Standard Contract Addendum (Exhibit B) will be an integral part of your Agreement. Include a statement indicating understanding and acceptance of the OSD Standard Contract Addendum – Exhibit B.

Tab 5 – Ability to Perform / Overall Responsiveness to Scope of Work

- A. For each Instructional Program [Section II.B.(a-c.)], vendor must give a statement to describe the extent to which the instructional programs being proposed meet or exceed each of the instructional programs specified in the RFP and ability to provide all necessary materials and supplies.
- B. Confirm that your Proposal Exception Summary is accurate and complete for each instructional program specified and lists all deviations.
- C. Outline your implementation steps and timeline.
- D. Provide research information to document the effectiveness of each instructional program being proposed.
- E. Vendor must provide any IT conditions or technical requirements for each instructional program.
- F. Vendor must have trained staff for professional development, teacher training, and support. Provide your proposed professional development plan for each instructional program, as well as teacher training plans and support for each instructional program.
- G. Vendor must provide all curriculum, coursework, and materials for each instructional program. Provide an explanation of the proposed instructional content for each Instructional Program.
- H. For each instructional program, explain how the curriculum, coursework, and materials meet quality standards-based instruction, as well as compliance requirements under state and federal laws.
- I. For each instructional program, explain how the curriculum, coursework, and materials are developed for accuracy and best practices.
- J. For each instructional program, explain how the curriculum, coursework, and materials reflect respect for diversity, learning styles, and support differentiation.
- K. For each instructional program, are the curriculum, coursework, and materials available in Spanish?

- L. Vendor must provide equipment and supplies for hands-on activities and project-based learning. Provide an explanation of the proposed materials, equipment, and supplies for each instructional program.
- M. Does your company offer on-line catalog availability? If yes, provide web site and instructions for logging in. If no, provide the published catalog with your RFP. What is the expiration date of this catalog?
- N. Will you deliver materials, equipment, and supplies F.O.B. Destination and at no charge? If not, please explain your delivery method.
- O. State your standard delivery time after receipt of purchase order.
- P. Does your company require a minimum order amount? If yes, please define.
- Q. Define your company's return and exchange policy.
- R. Confirm that no orders will be placed without an official OSD purchase order.
- S. The instructional programs must provide assessments and evaluations to measure student's knowledge and skills of the course. Provide an explanation of the proposed evaluations and assessments, reports, other data for each instructional program.

Tab 6 – Expertise, Experience and Credentials

- A. The name of the Vendor and address of the Vendor's principal place of business. If different, the address of performance of the proposed contract.
- B. List name and contact information of the representative that will be over the awarded contract.
- C. Number of years in business.
- D. Number of personnel.
- E. Has your company done business with the OSD? If yes, provide dates and programs.
- F. List any other support staff that will be provided and give names, their working location/address and contact information.

Tab 7 – References

Give at least three (3) local school districts of similar size and scope, preferably current accounts or within the last three (3) years. Include the school's name, contact name, address, telephone number, and email.

Tab 8 – Other Required Information

- a. Completed, signed, and dated RFP Acknowledgment Form (Exhibit C)
- b. Completed, signed, and dated Certification and Assurance Form (Exhibit

- D)
- c. Completed, signed, and dated Addendum Receipt (Exhibit E)
- d. W-9
- e. Copy of your MS Secretary of State Certificate of Good Standing

V. EVALUATION PROCEDURE

- A.** Proposals will be reviewed to assure compliance with the minimum specifications and requirements. Proposals that do not comply with minimum specifications and requirements may be rejected. During proposal evaluation, OSD reserves the right to make reasonable inquiry to determine the responsiveness and responsibility of any Vendor. Requests may include, but are not limited to, financial statements and credit ratings. Failure to respond to said request(s) will be sufficient reason to consider the RFP non-responsive.
 - a)** Responsive Vendor: Vendor must submit a proposal, which conforms in all material respects to this Request for Proposals, as determined by the OSD.
 - b)** Responsible Vendor: Vendor must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance as determined by the OSD.
- B.** Proposals that satisfactorily complete Section V.A. above will be reviewed and analyzed to determine if the proposal adequately meets the needs of OSD. Factors to be considered are as follows:
 - a)** Ability to perform, overall responsiveness to the SOW and RFP, exceptions and deviations, and compatibility with current programs
 - b)** Expertise, experience, and credentials
 - c)** References and direct experience with the OSD
- C.** Vendors with proposals that satisfy the requirements listed above in Sections V.A-B. will be invited to participate in the reverse auction to be held on March 19, 2024 at 2:00 pm. Vendors will be notified by Dr. Duncan Gray by close of business on March 8, 2024.
- D.** Once vendors are qualified for and invited to participate in the reverse auction process, price will be the sole factor used to select the vendor for the bid award.
- E.** It is the OSD's intent to award a contract to the lowest and best responsive Vendor whose proposal is determined to be the most advantageous and best value to the OSD taking into consideration price and the evaluation factors set forth in the Request for Proposals. The OSD Board of Trustees shall be the sole judge of the contract award. The decision by the OSD Board of Trustees shall be final. In the event of any adverse decision by the OSD Board of Trustees, no complaint shall be made against them.
- F.** OSD reserves the right to make one award or multiple awards.
- G.** Notice of Intent to Award, subject to approval of the OSD Board of Trustees, shall be made to the participating bidders in writing as noted in the Procurement Schedule Timeline.

EXHIBIT A
Proposal Exception Summary

1. In the RFP Reference column, please cite the specific section related to each exception (Ex: II.D.).
2. Provide a detailed explanation of why the specification cannot be met. (Refer to Section III.B for allowable exceptions).

	RFP Section Reference	Explanation of Exception	OSD Approval (initial if accepted)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

EXHIBIT B
Mandatory Addendum to All Contracts with
Oxford School District

The Oxford School District (“the District”), a separate municipal school district existing under the laws of the State of Mississippi, despite any contrary provision(s) contained in any contract to which the District is a party, does not, among other things, waive any rights, benefits, limitations or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which the District is a party are hereby null, void, and deleted. Not intended to be an exhaustive list, the following are examples of such matters and certain authority related to such matters, and shall be exceptions to any contrary provision(s) in any contract to which the District is a party:

1. The District does not indemnify or hold harmless any party.
 - Miss. Const. Art. 4, § 100
 - Miss. AG Op., Chamberlin (Oct. 18, 2002)
 - Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)
2. The District does not make any warranty.
 - Miss. Const. Art. 4, § 100
 - Miss. AG Op., Chamberlin (Oct. 18, 2002)
3. The District does not waive any claim: past, present, or future.
 - Miss. Const. Art. 4, § 100
 - Miss. AG Op., Clark (June 7, 2002)
 - Miss. AG Op., Chamberlin (Oct. 18, 2002)
4. The District does not waive its sovereign immunity. The District shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties. Liability of the District is determined and controlled by the Miss. Code Ann. § 11-46-1, et seq., including all defenses and exceptions contained therein.
 - Miss. Code Ann. § 11-46-1, et seq.
 - Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)
5. The District does not agree to the application of the laws of another state or venue in a foreign jurisdiction.
 - U.S. Const. amend XI
 - Miss. Code Ann. 11-11-3
 - Miss. Code Ann. 11-45-1
 - Miss. Const. Art. 4, § 100
 - *District of Jackson v. Wallace*, 196 So. 223 (1940) Miss. AG Op., Nowak (Nov. 18, 2005)

6. The District does not limit the tort liability of another party to the amount of the contract or to any other set amount.
 - Miss. Const. Art. 4, § 100
 - Miss. AG Op., Chamberlin (Oct. 18, 2002)
 - Miss. AG Op., Clark (June 7, 2002)
 - Miss. AG Op., Hathorn (May 28, 1992)
7. The District does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which it is entitled.
 - Miss. Const. Art. 4, § 100
 - Miss. Code Ann. § 75-2-719
 - Miss. AG Op., Chamberlin (Oct. 18, 2002)
 - Miss AG Op., Long (Feb. 27, 2009)
8. The District may not bind a subsequent administration to contracts made by the former municipal officers.
 - *Humble Oil and Refining v. State*, 41 So.2d 765 (Miss. 1949)
 - *In re Municipal Boundaries of District of Southaven*, 864 So.2d 912 (Miss. 2003)
 - Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)
9. Provisions that limit the time for the District to pursue legal actions are deleted and void.
 - Miss. Const. Art 4, § 104
 - Miss. Const. Art. 4 § 100
 - Miss. Code Ann. § 15-1-5
 - Miss. AG Op., Chamberlin (Oct. 18, 2002)
 - Miss. AG Op., Thomas (Dec. 2, 2003)
10. The District does not agree to submit to binding arbitration. Miss. AG Op., Clark (June 7, 2002)
 - Miss. AG Op., Chamberlin (Oct. 18, 2002)
 - Miss. AG Op., Paul B. Watkins, Jr., (Oct. 5, 2011)
11. The District will make payments for all amounts owed under a contract agreement in accordance with state law and is not subject to late fees or penalties otherwise.
 - Miss. Code Ann. § 31-7-305.
 - Miss. AG Op., Meadows (August 18, 2008)
 - Miss. AG Op., Pearson (November 22, 1993)
12. The District does not limit or waive its lawful right to damages of any type, including but not limited to, punitive, consequential, or special.
 - Miss. Const. Art. 4, § 100
 - Miss. AG Op., Chamberlin (Oct. 18, 2002)
 - Miss. AG Op., Hathorn (May 28, 1992)
 - Miss. AG Op., Thomas (Dec. 2, 2003)

13. The District may not be a subscriber or stockholder to stock of any corporation or association; control must be under the power of public through public agents responsibly accountable to government.
- Miss. Const. Art. 7, § 183
 - Miss. Const. Art. , § 258
 - Miss. AG Op., Oldmixon (April 24, 1991)
 - *Bister v LeFlore County*, 125 So. 816, 818 (Miss. 1930)
14. The District does not agree to waive rights and remedies conferred to it by virtue of any UCC provision.
- Miss. AG Op., Chamberlin (Oct. 18, 2002)
15. The District is governed by the Mississippi Public Records Act of 1983 regarding the release of information, and by the policies, procedures, definitions, exemptions, and protections contained therein, as well as any lawful policies related thereto, adopted by the District. Such laws, regulations, and policies control, and, where applicable, supersede any non-disclosure or confidentiality provisions of any contract with the District.
- Miss. Code Ann. § 25-61-1, et. seq.
16. Any Contractor/Seller doing business with District shall comply with all applicable local, state, and federal ethics, bid, nepotism and employment laws.

The undersigned hereby acknowledge that they have read, reviewed, understood and agreed to the Addendum.

Signature

Print Name & Title

Organization

Date

EXHIBIT C
RFP Acknowledgment Form
RFP #03192024

I/We agree to furnish and adhere to the delivery requirements according to the Proposal and specifications. I/We further agree not to request permission to withdraw our proposal after the official opening date.

I/We understand that all required forms are signed and all required documentation is to be labeled and placed in the order as specified above; unless this has been done, our proposal may be considered incomplete and rejected.

I/We, the undersigned, do hereby understand and accept the RFP Instructions under which this proposal is being submitted.

Company

Signature

Address

Name (Typed)

City, State, ZIP

Title

Phone

Email

Date

DUNS Number

EXHIBIT D
CERTIFICATIONS AND ASSURANCES FORM

I/We make the following certifications and assurances as a required element of the proposal to which it is attached, of the understanding and that the truthfulness of the facts affirmed herein and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by signing below:

1. REPRESENTATION REGARDING CONTINGENT FEES

Vendor represents that it has not retained any person or agency upon an agreement or understanding for a commission, percentage, brokerage, fee, or other contingent arrangement to secure this agreement.

2. REPRESENTATION REGARDING GRATUITIES

Vendor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Mississippi Code Annotated §97-11-53.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Vendor 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 Vendor or competitor relating to those prices, intention to submit a proposal, or the methods or factors used to calculate price.

4. CONFLICT OF INTEREST

Vendor certifies that no involvement, financial or otherwise, that any member of the OSD Board of Trustees, employee, officer or agent of the OSD may have in the Service Provider's organization. Agreements shall be in accordance with Miss Code Ann. §37-11-27.

5. DEBARMENT & SUSPENSION

Vendor certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or Federal Government and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

Company Name: _____

Signature: _____ Date: _____

Name/Title (printed): _____

EXHIBIT E
ADDENDUM RECEIPT

The receipt of the following Addenda to the RFP Documents is hereby acknowledged. It is the responsibility of the Vendor to confirm receipt of all Addenda:

ADDENDUM NO. _____ DATED _____ INITIALED _____

ADDENDUM NO. _____ DATED _____ INITIALED _____

ADDENDUM NO. _____ DATED _____ INITIALED _____

ADDENDUM NO. _____ DATED _____ INITIALED _____

ADDENDUM NO. _____ DATED _____ INITIALED _____

ADDENDUM NO. _____ DATED _____ INITIALED _____

ADDENDUM NO. _____ DATED _____ INITIALED _____

ADDENDUM NO. _____ DATED _____ INITIALED _____

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>Apply to accounts maintained outside the U.S.</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.