

## **Request for Proposal for OSSD District Wide Door Access Control System**

Ocean Springs School District is seeking proposals for the turnkey purchase and installation of entry way door access control systems and egress sensors for specified exit doors for all buildings including schools, administrative and support sites.

Inquiries and requests regarding this RFP should be directed to:

Cindy Wilson

Director of Technology

[cwilson@ossdms.org](mailto:cwilson@ossdms.org)

Amy Armata

Purchasing Agent

[aarmata@ossdms.org](mailto:aarmata@ossdms.org)

**and copied to**

**Any addenda for this project can be found at [www.ossdms.org](http://www.ossdms.org) under the Business Office tab.**

### **Section 1-General Information**

#### Overview

Although a few of the buildings in the District are outfitted with swipe key systems, the objective of this project is to add access control systems to all buildings and replace existing access control systems to be consistent and centrally managed through networked software. The proposed solution will provide a seamless security system at the entries of our buildings for the purpose of controlling, restricting and monitoring activity at Ocean Springs School District.

#### Intent

The intent of this RFP is to provide bidders with sufficient information to prepare a proposal. The response should include all equipment, supplies, labor, cabling and software to meet the RFPs requirements. Specifications and requirements are listed in Section 3. The goal of the District is to achieve proper video coverage at all pedestrian entries and to restrict and document all entry into the buildings in Ocean Springs School District.

#### Evaluation Criteria

Ocean Springs School District reserves the right to seek clarification of any or all bidders in order to assist in the evaluation process. Also, Ocean Springs School District may terminate the contract, in whole or in part; in the event funding is either in proration or otherwise no longer available. To assist Ocean Springs School District, the award evaluation criteria are based on:

1. Bidder's total proposed price.
2. Product quality/appropriateness/reviews.
3. Proposed product meeting the District's present need as well as future needs through enhancements and upgrades.
4. All specification terms and conditions as outlined in the RFP are complied with and met.
5. Suitability of proposed solution with respect to the district's needs and objectives.

6. Hardware and peripheral product quality and content including durability, performance, integration, serviceability, warranty, maintenance, meets or exceeds industry standards, and fulfillment of criteria specified in this RFP.
7. Bidder's service and support hours clearly defined.
8. Price of proposal including, individual system pricing, installation support, warranty support, training, and any other relevant options with associated pricing.
9. Submission of satisfactory reference checks with proposal.
10. Installation procedures clearly defined.
11. Acknowledgement in writing that any software will be licensed for Ocean Springs School District.
12. All products must be installed in accordance to manufacturer's specification's including but not limited to network cabling.

## **Section 2- Specifications**

Specifications are provided in this section, however if vendor prefers, a non-mandatory walkthrough will take place on Tuesday, October 2, 2018, beginning at 10:00 am CST. All vendors participating should meet at the OSSD Central Office Board Room located at 2300 Government Street, Ocean Springs, MS 39564. All questions and answers that take place during the walk-through will be published.

### **Door Access Control System- You must request access for maps from Cindy Wilson [cwilson@ossdms.org](mailto:cwilson@ossdms.org)**

1. Provide keyless door access control of all areas as designated in site maps in areas marked **RED**, including a door release button and video intercom system in reception for each pedestrian door. A good example of the system that is preferred would be one like the Paxton 337-900 Net 2 Entry Control system.
2. Provide keyless door access control with a reader of all areas as designated in site maps in areas marked in **BLUE** including a door release button. A good example Paxton Net2 Readers.
3. Provide egress sensors with audible alarms for specified exit doors on site maps in areas marked in **GREEN**. The main function for this hardware is so that if the door is opened, an alarm/buzzer will sound.
4. Bidder is to replace/install door hardware in all locations marked on site maps in **RED**, **BLUE**, and **GREEN** with modern hardware that integrates with the door access controls as needed.
5. Include the necessary manufacture-specified cabling to connect the door access control systems back to the appropriate MDF/IDF closet not to exceed industry standard length. Access control systems will be integrated into the existing network.
6. Include integration of the camera and door access systems so that video coverage of door events is readily available.
7. All video cameras should be HD ready.
8. Door access controls shall be connected to handicap systems where applicable.

### **Management**

The solution must include remote management capability, including the ability to monitor live and historical door events. In the event of an emergency lockdown, software will provide a feature to bypass all set schedules and user access in order to lockdown all access control doors. Upgrades and annual support cost will be lined out in bid proposal.

## **Cabling**

All door access control systems shall be wired to the most convenient MDF or IDF as outlined on Attachments.

1. Cables shall not be tie wrapped or routed along electrical or gas conduit.
2. Horizontal cable run in hallways above a suspended ceiling shall be in J hooks or cable tray.
3. Once in work areas cables may be secured to the wall directly above the suspended ceiling or to the concrete ceiling structure every three feet by cable hangers.
4. Cable ties must be trimmed off cleanly at a locking hole.
5. Cables shall be secured at every corner.
6. Cables shall be run in a uniform fashion and shall not be woven among other utilities.
7. All internal building network infrastructures shall adhere to ANSI/EIA/TIA 568B (Commercial Building Telecommunications Cabling Standards) ANSI/EIA/TIA 569 (Commercial Building Standard for Telecommunications Pathways and Spaces), and National Electric Code standards.
8. Penetrations through floor and fire-rated walls shall utilize intermediate metallic conduit (IMC) or galvanized rigid conduit (GRC) sleeves and shall be firestopped after installation and testing, utilizing a firestopping assembly approved for that application.

### **Labeling shall conform to ANSI/TIA/EIA-606 standards. In addition, provide the following:**

1. Label each outlet with permanent self-adhesive label with minimum 3/16 in. high characters.
2. Label each cable with permanent self-adhesive label with minimum 1/8 in. high characters in the following locations:
  - a. On cable at the work area.
  - b. Behind the communication closet patch panel or punch block.
3. Use labels on face of data patch panels. Provide facility assignment records in a protective cover at each telecommunications closet location that is specific to the facilities terminated therein.
4. The labeling for data drops should include the MDF/IDF letter, then the patch panel number and the two digit number of the port on the patch panel.

## **Testing**

1. Testing shall conform to TIA/EIA TSB-67 Transmission Performance Specifications for Field Testing of Unshielded Twisted Cabling Systems as well as ANSI/TIA/EIA-568-A-1 Propagation Delay and Delay Skew Specification for 100 ohm 4-pair cable.
2. Testing shall be accomplished using level II field testers.
3. Test each pair and shield of each cable for opens, shorts, grounds, and pair reversal. Correct grounded and reversed pairs.
4. Examine open and shorted pairs to determine if problem is caused by improper termination. If termination is proper, tag bad pairs at both ends and note on termination sheets.
5. Perform testing of copper cables with tester meeting TIA/EIA TSB-67 and ANSI/TIA/EIA- 568-A-1 requirements. If copper cables contain any bad pairs, remove and replace the entire cable.

## **Financial**

Please provide a price per door on the Attachment Reference/Worksheet and fill in the summary quote table detailing your solution for OSSD. The summary quote should include the description of all necessary hardware, cabling, labor, software (including annual support and/or upgrades) and the warranty description for the full installation with a signature from the representative of the vendor submitting the bid. If additional information is needed to figure this amount, please contact the Cindy Wilson [cwilson@ossdms.org](mailto:cwilson@ossdms.org) . OSSD reserves the right to terminate the contract, in whole or in part, in the event funding is either in proration or otherwise no longer available

## **Warranty**

Warranty terms on the hardware and any associated software should be clearly defined and must include a parts and labor warranty to cover all components for a minimum of 2 years.

## **Delivery and Installation**

Any delivery and installation charges should be clearly defined as separate line items. All deliveries will be made to 400 Holcomb Blvd., Ocean Springs, MS 39564. There is no loading dock, so a lift gate is required.

## **Photos of Existing Doors/Door Area**

Links to Photos of doors and Site Maps of door areas will be provided upon contact. Please contact Cindy Wilson [cwilson@ossdms.org](mailto:cwilson@ossdms.org) for the link.

Ocean Springs High School 6701 Old Spanish Trail, Ocean Springs, MS 39564	Central Office 2300 Government St. , Ocean Springs, MS 39564
Ocean Springs Middle School 3600 Hanshaw Rd Ocean Springs, MS 39564	Athletics 2730 Bienville Blvd, Ocean Springs, MS 39564
Ocean Springs Upper Elementary 2320 Government St, Ocean Springs, MS 39564	Maintenance 1005 Hanley Rd, Ocean Springs, MS 39564
Magnolia Park Elementary 3500 Magnolia St, Ocean Springs, MS 39564	Technology 400 Holcomb Blvd, Ocean Springs, MS 39564
Pecan Park Elementary 504 Hanley Rd. Ocean Springs, MS 39564	Keys Alternative Education Center 2401 School St, Ocean Springs, MS 39564
Oak Park Elementary 2230 Government St, Ocean Springs MS 39564	

**Please see the Attachment - Reference for Existing Door Specifications**

This attachment provides the door descriptions and the equipment being requested for each location

**Please see the Maps and Door Photos for Each Location**

Please note that Site Maps will delineate the location for the Access Control Systems and Egress buzzer for each site of hardware installation. **You must contact Cindy Wilson [cwilson@ossdms.org](mailto:cwilson@ossdms.org) for access to the photos and maps.**

**RED** indicates a full keyless door access control including a door release button and video intercom system in reception for each pedestrian door. A good example of the system that is preferred would be one like the Paxton 337-900 Net 2 Entry Control system.

**BLUE** indicates a full keyless door access control including a door release button. A good example Paxton Net2 Readers.

**GREEN** indicates egress sensors with audible alarms for specified exit doors.

**Attachment –Reference Sheet/Worksheet for Existing Door Specifications and Equipment Request at Each Location for Access Entry Control**

Door Number	Description	Frame Type	Double/Single	Door Material	Lock Type	Intercom/Entry	Recep. Console	Reader/keypad	Exit Buzzer Device	Approx Cable Run	Special Notes	Lock Finish	Price
Main Entry	CO-Front	Metal	Double	Store Front	Vertical Rod ?? (knob at top of door)	1	1	1		250	Existing Maglock	Stainless Steel	
Entry	CO--SouthWest	Metal	Single	Metal	Surface Strike			1		250	Existing Maglock	Stainless Steel	
Entry	CO-NorthWest	Metal	Single	Metal	Surface Strike			1		250	Existing Maglock	Stainless Steel	
Main Entry	UE-Front Office	Metal	Single	Wood	Recessed Strike	1	2	1		240		Stainless Steel	
Entry	UE- Front Hall	Metal	Double	Metal	Surface Strike			1		150		Stainless Steel	
Entry	UE- West Hall	Metal	Double	Metal	Surface Strike			1		150		Stainless Steel	
Entry	UE-Auditorium	Metal	Double	Store Front	Vertical Rods			1		30		Stainless Steel	
Egress	UE Corridor by 201	Metal	Double	Metal	Surface Strike				1	NA		Stainless Steel	
Egress	UE-Corridor by 141	Metal	Double	Metal	Surface Strike				1	NA		Stainless Steel	
Egress	UE-Corridor by 102	Metal	Double	Metal	Surface Strike				1	NA		Stainless Steel	
Egress	UE-West Entrance(RM1)	Metal	Double	Metal	Surface Strike				1	NA		Stainless Steel	

Door Number	Description	Frame Type	Double/ Single	Door Material	Lock Type	Intercom/ Entry	Recep. Console	Reader/ keypad	Exit Buzzer Device	Approx Cable Run	Special Notes	Lock Finish	Price
Egress	UE-Gym Breezeway	Metal	Double	Metal	Surface Strike				1	NA		Stainless Steel	
Egress	UE-Gym Back East	Metal	Double	Metal	Surface Strike				1	NA		Stainless Steel	
Egress	UE-Gym Back West	Metal	Double	Metal	Surface Strike				1	NA		Stainless Steel	
Egress	UE Corridor by 314	Metal	Double	Metal	Surface Strike				1	NA		Stainless Steel	
Egress	UE Round Building 513	Wood	Single	Wood	Surface Strike				1	NA		Stainless Steel	
Egress	UE Round Building 512	Wood	Single	Wood	Surface Strike				2	NA		Stainless Steel	
Egress	UE Round Building 510	Wood	Single	Wood	Surface Strike				1	NA		Stainless Steel	
Main Entry	Technology - Front	Metal	Double	Metal	Surface Strike	1	1	1		30		Stainless Steel	
Main Entry	Technology - Back	Metal	Single	Metal	Recessed Strike	1	1	1		50		Stainless Steel	
Main Entry	OP-Front	Metal	Double	Store front	Vertical Rods	1	2	1		110		Stainless Steel	
Entry	OP-Southwest	Metal	Double	Metal	Surface Strike			1		210		Stainless Steel	
Entry	OP-Southeast	Metal	Double	Metal	Surface Strike			1		145		Stainless Steel	
Entry	OP South Middle	Metal	Double	Metal	Surface Strike			1		210		Stainless Steel	
Entry	OP-West Hall	Wood	Double	Metal	Surface Strike			1		210		Stainless Steel	
Egress	OP-Front North East	Wood	Double	Metal	Surface Strike				1	NA		Stainless Steel	
Main Entry	PP-Front	Metal	Double	Store front	Recessed Strike	1	2	1		108		Stainless Steel	
Entry	PP-Recess 3rd grade)	Metal	Double	Metal	Surface Strike			1		125		Stainless Steel	
Entry	PP-Cafeteria	Metal	Double	Metal	Surface Strike			1		75		Stainless Steel	

Door Number	Description	Frame Type	Double/ Single	Door Material	Lock Type	Intercom/ Entry	Recep. Console	Reader/ keypad	Exit Buzzer Device	Approx Cable Run	Special Notes	Lock Finish	Price
Entry	PP-Parking	Metal	Double	Wood	Surface Strike			1		110		Stainless Steel	
Entry	PP-Recess (2nd grade)	Metal	Double	Wood	Surface Strike			1		110		Stainless Steel	
Main Entry	MP-Front	Metal	Double	Store front	Recessed Strike	1	2	1		72		Stainless Steel	
Entry	MP-West	Metal	Double	Metal	Surface Strike			1		54		Stainless Steel	
Entry	MP-SouthEast	Metal	Double	Metal	Surface Strike			1		167		Stainless Steel	
Entry	MP-South Multi-Purpose Area	Metal	Double	Store front	Surface Strike			1		150		Stainless Steel	
Egress	MP-NorthEast	Metal	Double	Metal	Surface Strike				1	NA		Stainless Steel	
Egress	MP SouthWest	Metal	Double	Metal	Surface Strike				1	NA		Stainless Steel	
Main Entry	OSMS-Front	Metal	Double	Store front	Vertical Rod (knob at top of door)	1	2	1		114		Stainless Steel	
Entry	OSMS-Side West	Metal	Double	Store front	Vertical Rod (knob at top of door)			1		48		Stainless Steel	
Entry	OSMS-Side East	Metal	Double	Metal	Surface Strike	1	2	1		205		Stainless Steel	
Entry	OSMS-Back Building Front Door	Metal	Double	Metal	Surface Strike			1		48		Stainless Steel	
Egress	OSMS Back Building Back Door	Metal	Double	Metal	Surface Strike				1	NA		Stainless Steel	

Door Number	Description	Frame Type	Double/ Single	Door Material	Lock Type	Intercom/ Entry	Recep. Console	Reader/ keypad	Exit Buzzer Device	Approx Cable Run	Special Notes	Lock Finish	Price
Egress	OSMS Gym East	Metal	Double	Metal	Surface Strike				1	NA		Stainless Steel	
Egress	OSMS Gym West	Metal	Double	Metal	Surface Strike				1	NA		Stainless Steel	
Egress	OSMS Band Hall East	Metal	Double	Metal	Surface Strike				1	NA		Stainless Steel	
Egress	OSMS Band Hall West	Metal	Double	Metal	Surface Strike				1	NA		Stainless Steel	
Egress	OSMS 7 <sup>th</sup> Grade Corridor	Metal	Double	Metal	Surface Strike				1	NA		Stainless Steel	
Egress	OSMS Middle Corridor	Metal	Double	Metal	Surface Strike				1	NA		Stainless Steel	
Egress	OSMS 8 <sup>th</sup> Grade Corridor	Metal	Double	Metal	Surface Strike				1	NA		Stainless Steel	
Main Entry	OSHS-Front	Metal	Double	Store front	Vertical Rod	1	3	1		115	Existing Maglock	Stainless Steel	
Entry	OSHS-CTE	Metal	Double	Store front	Vertical Rod			1		95	Existing Maglock	Stainless Steel	
Entry	OSHS-Band	Metal	Single	Metal	Surface Strike			1		200		Stainless Steel	
Entry	OSHS-Practice Gym	Metal	Double	Metal	Vertical Rod (Surface Strike)			1		190		Stainless Steel	
Entry	OSHS-Courtyard Corridor South	Metal	Double	Store front	Vertical Rod			1		75		Stainless Steel	



Door Number	Description	Frame Type	Double/ Single	Door Material	Lock Type	Intercom/ Entry	Recep. Console	Reader/ keypad	Exit Buzzer Device	Approx Cable Run	Special Notes	Lock Finish	Price
Entry	OSHS-Courtyard Corridor North	Metal	Double	Store front	Vertical Rod			1		25		Stainless Steel	
Entry	OSHS Front West	Metal	Double	Store front	Vertical Rod			1		250		Stainless Steel	
Entry	OSHS-Front East	Metal	Double	Store front	Vertical Rod			1		200		Stainless Steel	
Entry	OSHS-Auditorium Main	Metal	Double	Store front	Vertical Rod			1		60		Stainless Steel	
Entry	OSHS-Auditorium Stage	Metal	Single	Metal	Surface Strike			1		60		Stainless Steel	
Entry	OSHS-East Gate	Iron	Double	Iron Gate	Surface Strike			1		250		Stainless Steel	
Entry	OSHS-West Gate	Iron	Double	Iron Gate	Surface Strike			1		25		Stainless Steel	
Entry	OSHS-Gym Main	Metal	Double	Store front	Vertical Rod			1		250		Stainless Steel	
Entry	OSHS-Gym Side	Metal	Double	Metal	Vertical Rod (Surface Strike)			1		75		Stainless Steel	
Egress	OSHS-Gym Side	Metal	Double	Metal	Vertical Rod (Surface Strike)				1	NA		Stainless Steel	
Egress	OSHS-Practice Gym	Metal	Double	Metal	Vertical Rod (Surface Strike)				1	NA		Stainless Steel	

Door Number	Description	Frame Type	Double/ Single	Door Material	Lock Type	Intercom/ Entry	Recep. Console	Reader/ keypad	Exit Buzzer Device	Approx Cable Run	Special Notes	Lock Finish	Price
Egress	OSHS-Auditorium Stage	Metal	Single	Metal	Surface Strike				1	NA		Stainless Steel	
Egress	OSHS-Band	Metal	Single	Metal	Surface Strike				1	NA		Stainless Steel	
Egress	OSHS- East	Metal	Single	Metal	Inside only				1	NA		Stainless Steel	
Egress	OSHS-West	Metal	Single	Metal	Inside only				1	NA		Stainless Steel	
Egress	OSHS Front West	Metal	Double	Store front	Vertical Rod				1	NA		Stainless Steel	
Egress	OSHS-Front East	Metal	Double	Store front	Vertical Rod				1	NA		Stainless Steel	
Main Entry	Maintenance	Metal	Single	Store front	Recessed Strike	1	1	1		75		Stainless Steel	
Main Entry	Athletics	Metal	Single	Store front	Recessed Strike	1	1	1		75		Stainless Steel	
Main Entry	AEC	Metal	Double	Store front	Recessed Strike	1	2	1		60	Existing Maglock	Stainless Steel	
Egress	AEC-Foyer	Metal	Double	Store front	Recessed Strike				1	NA		Stainless Steel	
Egress	AEC- Front Corridor by Rm 22	Wood	Double	Metal	Surface Strike				1	NA		Stainless Steel	
Egress	AEC Cafeteria East RM 27	Wood	Single	Metal	Surface Strike				1	NA		Stainless Steel	
Totals						13	22	44	34	5691			\$

# INSTRUCTIONS TO VENDORS-PART A

For the purposes of clarity, the terms contractor, vendor and seller shall be synonymous. The terms Ocean Springs School District and owner shall be synonymous. The terms Bid and Proposal shall be synonymous.

1. **Contract Documents:** The District's expectations with respect to the performance by each vendor and by each seller in connection with the District's purchase are set forth in the Instructions to Vendors. Vendors who fail to examine and comply with the bid documents do so at their own risk.
2. **Preparation of Bid:** Any explanation desired by a vendor regarding the meaning or interpretation of any portion of these documents must be requested in writing and directed to the Business Office in sufficient time for a reply to reach vendor before the submission of their Bid (s). Oral explanations or instructions given before the opening of the Bids (s) will not be binding. Any information given to one prospective vendor will be furnished to all prospective vendors as a Bid Addendum, if such information is necessary to vendors in submitting their Bids (s) or if the lack of such information would be prejudicial to an uninformed vendor.
3. **Information Required:** Each vendor shall furnish the information required by these documents. The vendor shall sign the Bid, all addenda, and the Bid Sheet. The person signing the Bid must initial erasures or other changes. Bids signed by an agent must be accompanied by evidence of the agent's authority unless such evidence has been furnished previously to the District's Business Office. Bids must be firm. If the vendor believes it necessary to base his/her price on price adjustment, such Bid may be considered, but only as an alternate. The District is not required to pay Federal Excise Taxes and Mississippi and local retail sales and use taxes. Tax exemption certificates will be provided upon request. Bids submitted on other than district forms or with different terms or provisions may be considered as non-responsive. The district expects that all Bids will remain valid until thirty (30) days after the Bid opening or until contracts are signed and operational, whichever comes first. If a vendor indicates in the Bid that he/she may withdraw the Bid in less than thirty (30) days, this factor will be considered in awarding the contract. Each Vendor will certify that: no federal or state suspension or debarment is in place, no criminal history of the firm/vendor or its employees exists, there is no collusion involved in presenting the Bid or its components, and the minimum insurance requirements are in place. Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work with 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. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the state of Mississippi. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of the Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
4. **Submission Format of Bids:** Sealed Bids should be returned in an envelope marked on the outside with the vendor's name and address and the BID name. Address to: Ocean Springs School District, Business Office, 2300 Government Street, Ocean Springs, MS 39564 in sufficient time to be received and stamped at the location specified on or before the opening date and time. Bids presented after the time and date, of the beginning of the opening process, will not be accepted. All acceptable Bids will be publicly opened and read in the Business Office of the Ocean Springs School District, 2300 Government Street, Ocean Springs, MS 39564, unless otherwise indicated on the announcement page of the BID. This solicitation does not commit the District to award a contract, pay any costs incurred in the preparation of the BID, or to procure or contract for the articles of goods or services. Bids may also be submitted electronically by visiting [www.centralbidding.com](http://www.centralbidding.com). For questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. Electronic submittal of Bids is not required.
5. **Modification or Withdrawal of Bids:** Bids may be modified or withdrawn by written notice received by the District's Business Office prior to the exact hour and date specified for receipt of Bids. All modifications must be presented in a sealed envelope. A BID may also be modified or withdrawn in person by a vendor or an authorized representative, provide his/her identity is made know and he/she signs a receipts for the modification or withdrawal, but only if the modification or withdrawal is made prior to the exact hour and date set for in the receipt of Bids.
6. **Evaluation Factors:** "Most Advantageous BID". The District will award contracts to the vendors/s who submit the "**lowest and best value BID**" to the District. **Evaluation of Bids shall be based on what is the best overall solution for the Ocean Springs school District.** After awarding of Bids, the District reserves the right to negotiate the "**lowest and best value BID**", if in the District's sole discretion negotiation is appropriate under the circumstances and in the best interest of the District. It expressly reserves the right to request the "best and final" BID from the "**lowest and best value BID**" vendor's after the opening of the Bids. In all events, the District reserves the right to re-BID. The District expressly reserves the right to waive minor deviations from the specification when it is determined that total cost to the District of the deviating BID is lower than the lowest conforming BID which meets all aspects of the specifications, and the overall

function of the goods or services, or both, specified in the deviating BID is equal to or greater than that of the conforming BID. In conjunction, the District also reserves the right to:

- Waive any defect, irregularity or informality in any BID procedures

- Reject any or all Bids

- Award the entire BID to one vendor

- Award the BID or portions to more than one vendor

- Award the BID under the most beneficial terms for the District

- Extend the opening time and date

- Procure any item of the BID by other means approved by State and the District's regulations

7. Certificate of Insurance is required and should be included in the bid submission as follows:

- a. Commercial General Liability-\$1 million per occurrence, \$2 Million aggregate

- b. Workers' Compensation-\$1 million per accident

- c. Automobile Liability-\$1 million single limit

8. Performance Bond -Vendor must provide the OSSD a bond in the amount of 10% of the Bid amount no later than 5 days after being awarded the project.

# INSTRUCTIONS TO VENDORS-PART B

## STANDARD TERMS OF AGREEMENT AND CONDITIONS OF BID

For the purposes of clarity, the terms contractor, vendor and seller shall be synonymous. The terms Ocean Springs School District and owner shall be synonymous. The terms BID and Proposal shall be synonymous.

- 1. Purchases:** Every purchase by the Ocean Springs school District of goods, services, or both, shall be governed by the following terms and conditions, except to the extent that such terms, and conditions are specifically modified or altered by the terms and conditions of the specifications sheets/s.
- 2. Gratuities:** The District may, by written notice to the Seller, cancel this contract without liability to Seller and District if it is determined by District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to an officer or employee of the District with a view toward securing a BID or securing favorable treatment with determinations with respect to the performance of such BID. In the event this BID is canceled by District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller. Prohibition against Personal Interest in Bids: If any member of the Board of Trustees of the District or any employee of the District has any interest, either direct or indirect, in the business of the Seller, such interest must be disclosed in Seller's BID. At the discretion and interpretation of the District, such interest may disqualify the Seller/Vendor as meeting the requirements of this BID.
- 3. Special Tools and Test Equipment:** If the price stated in the Proposal includes the cost of any special tooling or special equipment fabricated or required by Seller for the purpose of fulfilling Seller's obligations, such special tooling equipment and any process sheets related thereto shall become the property of the District, to the extent feasible, and shall be identified by the Seller as such.
- 4. Warranty and Price:** The price to be paid by the District shall be contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on order for products/services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this BID upon an agreement or understanding for commission, percentage, brokerage, or contingent fee that would exceed the BID proposal pricing. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this BID without liability and to deduct from the BID price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 5. Warranty Products:** Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this BID void at the option of the District. Seller warrants that the goods/services furnished will conform to the specification, drawings and descriptions contained in the BID Documents and to the sample/s furnished by Seller, if any.
- 6. Safety Warranty:** Seller warrants that the product or service sold/distributed in the District 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/service does not conform to OSHA standards, District may discontinue the use of products/services at the Sellers expense.
- 7. No Warranty by District against Infringements:** As part of this BID for sale, Seller agrees to ascertain whether goods manufactured or services provided in accordance with the specifications attached to the agreement will give rise to the rightful claim of any third person by way of infringement or the like. District makes no warranty that the production of goods/services according to the specification will not give rise to such a claim. In the event the Seller is sued on the grounds of infringement or the like will result, the Seller will notify District to the effect in writing, of the notification of infringement. If District does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify the District and hold District harmless from any loss, cost or expense. If Seller ascertains that production of the goods/services in accordance with the specifications will result in infringement or the like, this BID shall be null and void. The Seller at the end of the warranty period shall deliver to the District any and all documents and operating manuals for technology, equipment, telecommunication access/passwords and training to maintain the equipment to continue to operate the systems.
- 8. Commitment of Current Revenue:** The BID is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the BID and the continuing right to terminate. This BID is a commitment of the District's current revenues only.
- 9. Advertising:** Seller shall not advertise or publish, without District's prior consent, the fact that District has entered into this BID, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

**10. Right to Assurance:** Whenever one party to this BID in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days of the request, the demanding party may treat this failure as an anticipatory repudiation of the BID.

**11. Independent Contractor:** Seller shall perform the services and/or provide goods required by the BID Document as an independent contractor and shall furnish such services/goods in its own manner and method. Under no circumstances or conditions shall any agent, servant, or employee of Seller be considered as an employee of the District.

**12. Hold Harmless:** Seller shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereafter "the indemnities) against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, worker's compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or in any manner connected with, or are claimed to arise out of or be in any manner connection with, the performance of the BID and its awarded products/services. Seller shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demand and actions.

**13. Assignment Delegation:** No right or interest in this BID shall be assigned or delegation of any obligation made by Seller without the written approval of the District. No BID or its provisions may be assigned, sublet or transferred without the written consent of the District. The performance of this BID by Seller is of the essence of the BID and the District's right to withhold consent to such assignment or delegation by Seller shall wholly void and hold totally ineffective for all purposes unless made in conformity with this paragraph.

**14. Waiver:** No claim or right arising out of a breach of this BID can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

**15. Modifications:** The signed BID can be modified or rescinded only by a written request signed by both parties and their duly authorized agents.

**16. Modification to Specifications:** Any and all variances from the items specified must be submitted in writing to the Business Office in addition to detailed manufacturer's specifications ten (10) days prior to BID Opening.

**17. Non-Resident Vendors:** Non-resident vendors must include documentation of the non-resident vendor's state preference laws. This is the amount or percentage of preference states give to resident vendors from their own state when awarding Bids. If the local state does not have a non-resident vendor's preference law, please attach a letter stating such. Such non-resident preferences shall be treated in a reciprocal manner.

**18. Applicable Law:** This BID shall be governed by the Mississippi Code as enacted by legislature which is effective and in force on the date of this BID together with any other laws of the United States, The State of Mississippi, Ordinances of the County of Jackson, Mississippi and the City of Ocean Springs, Mississippi and the policies and procedures of the Ocean Springs School District.

**19. Interpretation Evidence:** The BID Documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by codes, is used in this agreement, the definition contained in the code is to control.

**20. E-Verify Program:** Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work with 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. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made

public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**21. Venue:** Both parties agree that venue for any litigation arising from this BID shall lie in Jackson County, Mississippi.

**22. Payments:** No partial payments will be given for services/products until the job/order is complete.

**23. Performance Bond:** The vendor awarded the Bid/RFP is required to submit a performance bond in the amount of 10% of the awarded amount within 7 business days of award being made.

**OCEAN SPRINGS, MISSISSIPPI**  
**Request for Proposal for OSSD District Wide Door Access Control System Summary**

Item	Description of Proposed	Quantity	Price Per Unit	Price
Hardware/Equipment/ and Supplies for Door Access Control with Video/Receptionist System/Swipe Entry-Ple				
Hardware/Equipment/ and Supplies for Door Access Control with Swipe Entry Only				
Hardware/Equipment/ and Supplies for Egress/Exit Buzzers				
Software Solution-Please provide a description of annual support cost and Upgrade cost				
Cards and/or Fobs for keyless entry				
Cabling				
Labor-Please describe installation procedure				
Warranty				
Shipping				
Total Cost for Project				

By submitting this bid we acknowledge and accept all terms and conditions. We also acknowledge the receipt of all addenda, if any, posted at [www.ossdms.org](http://www.ossdms.org) under Invitation to Bid/RFP.

Signature of Representative\_\_\_\_\_

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date of Bid

\_\_\_\_\_  
Mailing Address of Company

\_\_\_\_\_  
Typed Name and Position of Representative

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number