

## **Ocean Springs School District Invitation to Submit RFQ-No Price Chromebooks SY25**

The Ocean Springs Board of Trustees invites you to participate in an RFQ-No Price by submitting a proposal for Chromebooks SY25. This will be a reverse auction bidding process. This invitation will be advertised in the Sun Herald and specifications and guidelines may be obtained by visiting [www.ossdms.org](http://www.ossdms.org) or [www.centrauctionhouse.com](http://www.centrauctionhouse.com) or obtained in the School Business Office, 2300 Government Street, Ocean Springs, Mississippi, 39564. Official Bid Documents may be downloaded, and electronic bids may be submitted at [www.centrauctionhouse.com](http://www.centrauctionhouse.com). For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. Electronic submittal of proposals is not required, but is encouraged.

### **Bid & Implementation Timeline:**

Posting of Bid Notice to the State Bid Bank	April 2, 2024
First Publication of the Bid Notice by the Newspaper	April 2, 2024
Second Publication of the Bid Notice by the Newspaper	April 9, 2024
Last Day to Submit Questions	April 12, 2024 at 1:00 PM, CST
Bidder Specification Response Form Return Deadline	April 19, 2024 at 2:00 PM, CST
Email to Qualified Bidders	April 22, 2024
Reverse Auction-Chromebooks	April 25, 2024, 10:00 AM CST
Recommendation to the BOT	May 14, 2024

RFQ-No Price may be submitted electronically by contacting Central Bidding at 225-810-4814 and setting up an account or in person or via postal service of choosing to the Ocean Springs School District Business Office, 2300 Government St. Ocean Springs, MS 39564, ATTN: Purchasing. RFQ-No Price submissions are to be in a sealed envelope clearly marked: **RFQ-No Price Chromebooks SY25** and returned no later than 2:00 PM CST, April 19, 2024 at which time submissions will be opened in the Ocean Springs School District Business Office located 2300 Government Street, Ocean Springs, MS 39564. Late submissions will not be accepted.

### **Purpose and Need**

The Ocean Springs School District (OSSD) is seeking sealed qualifications from authorized and qualified Vendors to purchase Chromebook devices per the detailed specifications and RFQ's minimum requirements. Vendors should bid as specified, with no alternates. Vendor shall warrant that the devices and other items shall be delivered new and not as a "used, substituted, rebuilt, refurbished or reinstalled" product.

### **Scope of Work**

The selected vendor will be responsible for the following:

a) Supply and Delivery:

- Provide 1,100 Chromebooks that meet or exceed the Chromebook Specification as outlined below.
- Arrange and manage the delivery of Chromebooks to the Ocean Springs Middle School-Media Center, 3600 Hanshaw Rd., Ocean Springs, MS 39564.
- Liftgate is required, no delivery dock at this location.
- Application of district supplied asset tag to Chromebook prior to delivery
- Enrollment into district Google G-Suite console prior to delivery
- Multipack shipping preferred

- Deliver inventory spreadsheet prior to delivery to include, at a minimum, the following:
  - Asset #
  - Serial #
  - Make
  - Model

## **Chromebook Specifications**

The brand-new Chromebooks should meet or exceed the following specifications.

**Refurbished equipment will not be considered.**

- Processor: MediaTek Kompanio 520
- RAM: 4GB
- Storage: 32GB SSD
- Google License
- Display: 11.5" or greater display
- Battery Life: Minimum 8 hours
- Operating System: Chrome OS (latest stable version)
- Connectivity: Wi-Fi 6, Bluetooth 5.0
- Ports: Minimum 1 USB-C, 1 HDMI, 1 audio jack
- Integrated Webcam and Microphone
- Touchpad
- Robust construction and lightweight design for easy portability
- 45W power adapter
- Warranty:
  - 4-year ADP warranty on all components of the device. (including the battery)
  - Protective cases should not be required to satisfy warranty requirements.
  - Self-Service case management system
  - Accidental damage coverage

## **Instructions to Bidders and Bid Conditions**

- RFQ-No Price submissions are due and will be opened at 2:00 PM CST, Tuesday, April 19, 2024 in the Business Office of the Ocean Springs School District, 2300 Government Street, Ocean Springs, MS 39564. RFQ-No Price submissions may also be submitted electronically at [www.centrauctionhouse.com](http://www.centrauctionhouse.com). Submissions are to be submitted in sealed envelopes, clearly marked: **RFQ-No Price Chromebooks SY25**.
- Vendors who are deemed qualified to participate in a reverse auction will be notified April 22, 2024 via email.
- Reverse Auction will take place beginning April 25, 2024, 10:00 AM CDT
- The Board reserves the right to reject any and all submissions either in whole or in part, or to reject a bid which is in any way incomplete or irregular and to waive informality or waive any part thereof. Bid price to remain firm until August 1, 2024.
- The 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
- Any questions should be emailed to both the Chief of Technology, Doyle Reid, [dreid@ossdms.org](mailto:dreid@ossdms.org) and Purchasing, Amy Armata, [aarmata@ossdms.org](mailto:aarmata@ossdms.org). Answers to questions will be posted as Q and A or Addenda on the following websites: [www.ossdms.org](http://www.ossdms.org) and [www.centrauctionhouse.com](http://www.centrauctionhouse.com).
- Ocean Springs School District is exempt from Mississippi sales tax and most Federal taxes. Exemption certification information appears on all purchase orders issued by the District.
- Any licenses or permits that may be required to perform any of the work or provide any equipment anticipated by this request for bids shall be obtained by and at the expense of the service provider. Evidence of any required licenses or permits shall be provided to the School District upon request. Any fines or penalties levied by any governmental entity for conduct by

the service provider in connection with the work contemplated by this request for bids shall be paid for by the service provider.

- The scope of this contract may be scaled up or down to meet funding guidelines with the Ocean Springs School District budget.
- This project will be a deliverable based engagement
- All equipment and work will be in accordance with specifications and funding deemed acceptable by the Ocean Springs School District.

## **Bidder Qualifications and Bid Format**

**Specification Response Form:** The purpose of the Ability to Perform form is so the potential vendor can provide the detailed information that we require and so that you can tell us exactly what you are proposing to meet our specifications. With the Specification Response Form, we determine beforehand if you meet the specifications. If you do, you then can bid, through the auction process, on the equipment and services you proposed within the Ability to Perform Form.

**Reverse Auction Process:** This process is where you register with Central Bidding at least 5 days prior to the reverse auction to receive credentials and go online and place your bid for the equipment and services you proposed in the Specification Response Form.

**Timing of the Reverse Auction and anti-snipping:** Reverse auction will open at 10:00 AM CDT with the bidding window set to 20 minutes. **Anti-Snipping mechanism enabled during this bid.**

# OFFICIAL PROPOSAL FORM CHROMEBOOKS: SY25

**Complete this form and submit with necessary back up documentation.**

MANUFACTURER-List	MODEL-List	Deviation from Specification Circle Y/N
		Y / N Include all documents

## **Ability to Perform:**

**Include the following information in your submission. See Scope of Work and Chromebook Specification listed above.**

- Vendor must provide a description of device support model.
- Vendor must provide a copy of or a detailed statement of standard manufacturer warranty terms and conditions for Chromebook devices.
- Vendor must provide details of accidental damage protection, i.e., how many, how often, what is not covered.
- If different from the Chromebook manufacturer warranty, Vendor must provide a copy and a detailed statement of the battery warranty.
- If different from the Chromebook manufacturer warranty, Vendor must provide a copy and a detailed statement of the power charger warranty.
- Vendor must provide ordering procedures.
- Confirm that the unit cost will be all inclusive, including services, delivery, warranty, spreadsheet, Google license and equipment. Yes\_\_\_\_ No\_\_\_\_
- Confirm that the specifications meet and or exceed the minimum requirements. Yes\_\_\_\_ No\_\_\_\_
- Confirm that the application of a protective case is NOT required for warranty or accidental damage protection coverage. Yes\_\_\_\_ No\_\_\_\_
- Confirm that 4-year manufacturer warranty is included with your Proposal Form. Yes\_\_\_\_ No\_\_\_\_
- 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.
- Number of years of experience.
- Will your company provide a dedicated service account manager for this contract as specified? Yes\_\_\_\_ No\_\_\_\_  
Provide name, their working location/address, and contact information.
- References: Give at least five (5) local school districts of similar size and scope. List school accounts first. Preferably current accounts or within the last three (3) years. Include the school name, contact name, address, telephone number, and email.
- Other Required Information / Documentation:
  - Completed, signed and dated RFQ Signature Form
  - Completed, signed and dated Official Proposal Form
  - Copy of your MS Secretary of State Certificate of Good Standing
  - Review of OSSD Terms and Conditions (Exhibit B)
  - If applicable for your Proposal, include a copy of your Sample Agreement that will represent your proposal. The OSSD Contract Addendum (Exhibit A) will be an integral part of your Agreement. Include the signed Addendum indicating understanding and acceptance of the OSSD Contract Addendum and clearly identify any exceptions to the terms and conditions of the OSSD Contract Addendum in the Proposal Exception Summary.

***\*\*Not Applicable if your company does not require an additional Agreement other than the RFQ terms and conditions, including any Addenda.***

	<b>IDENTIFY OSSD CONTRACT ADDENDUM REFERENCE (Exhibit A)</b>	<b>EXPLANATION OF EXCEPTION</b>	<b>OSSD Approval (initial when accepted)</b>
	(List page, section, and reference specific point to which exception is taken)	(Description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			

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. CONFLICT OF INTEREST**

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

**4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

Applicable upon purchases with Federal Funds. Vendor agrees to all applicable federal laws, rules regulations, including all requirements of Appendix II to 2 CFR Part 200.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards: (Appendix II to Part 200.

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

I/We understand that the Proposal Forms are to be signed and all required documentation is to be labeled.

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

**ADDENDUM or Q&A RECEIPT:** The receipt of the following Addenda or Q&A to the RFQ Documents is hereby acknowledged, if applicable:

ADDENDUM/Q&A NO.\_\_\_\_DATED\_\_\_\_\_ ADDENDUM/Q&A NO.\_\_\_\_DATED\_\_\_\_\_

ADDENDUM/Q&A NO.\_\_\_\_DATED\_\_\_\_\_ ADDENDUM/Q&A NO.\_\_\_\_DATED\_\_\_\_\_

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
SAM.gov

\_\_\_\_\_  
UEI Number

**Exhibit A**

## **Mandatory Addendum to all Ocean Springs School District Agreements or Contracts**

This Addendum between the Ocean Springs School District (“OSSD”) and (“Vendor”/ “Contractor”) is an integral part of the agreement or contract.

Vendor/Contractor acknowledges that OSSD is a state subdivision and is subject to the laws of the State of Mississippi governing actions of state agencies. Vendor/Contractor further acknowledges that OSSD does not waive, relinquish or forfeit any of the rights, benefits, protections, guaranties or prohibitions that may be provided under any law, statute, regulation or policy. The parties agree that this Addendum is incorporated into the agreement/contract and agree that should any provision of the agreement/contract conflict with this Addendum, the terms of the Addendum control.

1. OSSD agreements or contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside of the State of Mississippi is deleted.
  - a. *U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).*
2. OSSD does not waive its sovereign immunity. OSSD shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties.
  - a. *Miss. Code Ann. § 11-46-1, et seq.*
3. OSSD does not waive its Constitutional Eleventh (11th) Amendment immunity.
  - a. *U.S. Const. Amend. XI.*
4. Any reference to OSSD waiving its right to a trial by jury are deleted.
  - a. *Miss. AG Op., Chamberlin (October 18, 2002).*
5. OSSD does not agree to any provisions wherein the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.
  - a. *Miss. Const. Art. 14 § 258; Miss. AG Op., Stringer (January 25, 2006).*
6. Any reference to payment of attorney’s fees by OSSD are deleted.
  - a. *Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer (January 25, 2006).*
7. OSSD does not agree to pay extra compensation, fees, or allowances after service rendered or agreement or contract made, or for any payment not authorized by law.
  - a. *Miss. Const. Art. 4, § 96; Miss. AG Op., Stringer (January 25, 2006).*
8. Any references to OSSD limiting OSSD’s damages to the agreement or contract price or any other set amount are deleted.
  - a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
9. Any references to OSSD indemnifying or holding harmless the Vendor or Contractor or any other party are deleted.
  - a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
10. Any provisions limiting the time for OSSD to pursue legal action are deleted.
  - a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
11. Any reference to OSSD waiving any cause of action it may have against Vendor or Contractor or any other party as a result of Vendor or Contractor’s breach of the contract or agreement, or Vendor or Contractor’s own negligence or willful misconduct or the negligence or willful misconduct of Vendor or Contractor’s employees or agents are deleted.
  - a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
12. Any reference to OSSD limiting damages, remedies or waiving any claim are deleted.
  - a. *Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
13. Any provisions giving the Vendor or Contractor exclusive control over litigation are deleted. OSSD does not agree that Vendor or Contractor may represent, prosecute or defend legal actions in the name of OSSD.
14. Any references to OSSD submitting to binding arbitration are deleted.
  - a. *Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002)*

15. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants, any provisions which would limit the Vendor or Contractor's liability to OSSD or allow Vendor or Contractor to waive any applicable warranties (express or implied) are deleted.
  - a. *Miss. Const. Art. 4 § 100; Miss. Code Ann. §75-2-719; Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Chamberlin (October 18, 2002); Miss. AG Op., Long (February 22, 2009).*
16. Any references to OSSD limiting or waiving any common law warranty are deleted.
  - a. *Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
17. OSSD does not make any warranty.
  - a. *Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).*
18. OSSD will deliver payments to Vendor or Contractor. Any provision that requires OSSD pay Vendor or Contractor any late charges is governed by Miss. Code Ann. § 31-7-305.
19. OSSD 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., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 27-104-151, et seq.
20. Vendor or Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. Any provision penalizing OSSD for hiring an employee who works for the Vendor or Contractor is deleted.
21. The continuance of any OSSD contract/agreement is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract or agreement will be canceled as of the end of the funding period with no further obligation on the part of OSSD. This contract/agreement is cancellable with thirty (30) days' notice to the vendor at the end of the fiscal period in the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).
22. Any provision requiring OSSD to name the vendor or contractor as an additional insured is deleted.
23. Neither party may assign its rights or delegate its duties under the contract or agreement without the prior written consent of the other party, which shall not be unreasonably withheld.
24. Vendor/Contractor recognizes that OSSD, as a political subdivision of the State of Mississippi, enters into this agreement/contract only to the extent authorized by Mississippi law.
25. Vendor/Contractor acknowledges that the individual executing the agreement or contract on behalf of OSSD is doing so only in his/her official capacity only, and to the extent that any provision contained in the agreement/contract exceeds his/her authority, Vendor/Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

### **CONTRACTOR**

By: \_\_\_\_\_  
 (Original Signature of Principal or General Agent)

NAME/TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: Beginning date of agreement/contract \_\_\_\_\_ Through June 30, 2025.

### **OCEAN SPRINGS SCHOOL DISTRICT**

By: \_\_\_\_\_  
 (Original Signature of Authorized Representative)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## **STANDARD TERMS OF AGREEMENT AND CONDITIONS OF BID/RFP/RFQ**

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 sheet/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. the district shall have the right upon ten (10) working days written notice to the offeror, to terminate or modify the agreement without damage, penalty, cost of expenses to the district of any kind whatsoever. The effective date of termination or modification shall be as specified in the notice of termination or modification.
- 9. Certification of Independent Price Determination**  
The offeror 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 competition relating to those prices, the intention to submit a bid or the methods or factors used to calculate the prices bid.
- 10. 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.

**11. 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.

**12. 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. No act performed or representation made, whether oral or written, by the contractor with respect to third parties shall be binding on Ocean Springs School District. Offeror holds harmless the Ocean Springs School District from and against any claim, loss, expense, or damage to any person or property arising out of this contract.

**13. Hold Harmless:** Seller shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereafter "the indemnitied") 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.

**14. 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.

**15. 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.

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

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

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

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

**24. Disbarment:** 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 exist, there is no collusion involved in presenting the BID or its components, the minimum insurance requirements are in place.

**25. Federal Funds:** This Bid may be funded in whole or in part with federal funding and could be subjected to applicable federal laws and regulations, all clauses required by federal statutes and Equal Opportunities and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards, and any other provisions required by law or regulations.

**26. SAM.gov Document:** Any prospective vendor must be registered through the United States' System for Award Management (SAM) to do business with the federal government and must have a valid DUNS number.

**27. Bid Protesting Policy:** See OSSD Board of Trustee's policy DJEDD-Bid Protest Policy for details.