

Ocean Springs School District Invitation to Submit RFQ-No Price Bus Camera Upgrade SY22

The Ocean Springs Board of Education invites you to participate in an RFQ-No Price bidding process by submitting a proposal for Bus Camera Upgrade SY22. This will be a reverse auction. This invitation will be advertised in the MS Press and specifications and guidelines may be obtained by visiting <u>www.ossdms.org</u> or <u>www.centralauctionhouse.com</u> 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 <u>www.centralauctionhouse.com</u> For any questions relating to the electronic bidding process, and to receive bidding credentials, please call Central Bidding at 225-810-4814. Electronic submittal of RFQ-No Price is not required, but is encouraged.

Bid & Implementation Timeline:

Posting of Bid Notice to the State Bid Bank	1/4/2022
First Publication of the Bid Notice by the Newspaper	1/5/2022
Second Publication of the Bid Notice by the Newspaper	1/12/2022
Last day to submit questions	1/19/2022, 2:00 PM, CST
Bidder Specification Response Form Return Deadline	1/25/2022, 2:00 PM, CST
Email to qualified bidders	1/28/2022
Reverse Auction	2/3/2022, 10:00 AM, CST
Recommendation to the BOT	2/15/2022

Purpose and Need

The purpose for this bid is to replace our existing school bus camera system with new cameras that offer wireless fed footage back to a central location. This camera system will replace the existing camera system currently used on our buses. The vendor awarded this bid shall be responsible for removal of the old camera system and shall be responsible for the installation of all required equipment, as well as provide any ancillary equipment necessary to ensure the correct operation of the new system. The vendor awarded must provide training to district personnel and also provide (3) years of remote support.

There is no guarantee that the district will purchase 180 cameras for buses. The intent is to be able to purchase up to 180 cameras for buses.

Instructions to Bidders and Bid Conditions

RFQ-No Price submissions are due and will be opened at 2:00 PM CST, Tuesday, January 25, 2022, in the Business Office of the of the Ocean Springs School District, 2300 Government Street, Ocean Springs, MS 39564. RFQ-No Price submissions may also be submitted electronically at <u>www.centralauctionhouse.com</u>. Submissions are to be submitted in sealed envelopes, clearly marked: **RFQ-No Price Bus Camera Upgrade SY22.** Late submissions will not be accepted.

- Vendors who are deemed qualified to participate in a reverse auction will be notified January 28, 2022 via email.
- Reverse Auction will take place beginning February 3, 2022, 10:00 AM CST
- 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 pricing to remain firm until December 31, 2022.
- 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 Director of Transportation, Monica Dickinson <u>mdickinson@ossdms.org</u> and Purchasing, Amy Armata, <u>aarmata@ossdms.org</u>. Answers to questions and addenda will be posted on the following websites: <u>www.ossdms.org</u> and <u>www.centralauctionhouse.com</u>.
- 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.
- 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
- The Ocean Springs School District reserves the right to review resumes, check credentials and approve or disapprove the assignment or reassignment of vendor personnel.
- Equipment must be shipped to 1005 Hanley Road, Ocean Springs, MS 39564. If equipment is shipped by freight, the delivering company must deliver with a lift gate. The district does not have a loading dock.

Bidder Qualifications and Bid Format

Each bidder must meet all of the following minimum standards:

- No bidder may offer for sale any product they are not authorized and approved by the manufacturer to sell and/or service.
- Financial stability. Bidder must provide proof of ability to handle this project with lines of credit from manufacturer that will allow shipment of product on credit until project is signed for, accepted and completed. No payment will be provided for any equipment installed until the final inspection and acceptance has been approved by the district. Terms are net 45.
- Established in providing products and/or repair service.
- In good financial standing with manufacturers of all products proposed in this bid.

General Equipment Requirements: All equipment and materials used shall be standard components, regularly manufactured, regularly utilized in the manufacturer's system.

- All systems and components shall have been thoroughly tested and proven in actual use.
- Equipment of like standards or specification may be substituted in the bid, but must meet or exceed the specifications listed in the scope of work. If a substitution is made, detailed specifications should be shown for the equipment.
- Individual components should be itemized as specified on bid format attachment including equipment, software, licenses, and warranties.
- White glove services include the affixing of the OSSD provided fixed asset sticker on each device with an Excel sheet of fixed asset tag number and corresponding equipment serial number to be provided to OSSD.
- · Refurbished equipment will not be considered.

Specification Response Form: The purpose of the Specification Response Form is to provide you with the detailed specifications that we require as well as a form you will complete so that you can tell us exactly what you are proposing to meet our specifications. Be sure to include additional materials, if necessary, to help us determine if your product meets our specification. 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 Specification Response Form.

Reverse Auction Process: This process entails your company registering with Central Bidding at least 3 days prior to the reverse auction to receive credentials and go online and place your bid for the equipment and services you proposed on the approved Specification Response Form.

Timing of the Reverse Auction and anti-snipping: The reverse auction will open at 10:00 AM CDT with the bidding window set to 20 minutes. There will be a no Anti-Snipping mechanism in place during this reverse auction.

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. 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.

24. 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.

25. 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.

Bus Camera Upgrade SY22 Specifications Response Form

Proposal must provide equipment with these specifications or higher.

By submitting a signed response, the vendor agrees that their product specification meets or exceeds that listed below. Attach specification sheets that detail brand, part numbers and other perinate information to be reviewed.

Scope and Work Specifications

- Companies interested in submitting proposals must have experience in installation of comparable bus fleet size
- Vendor will be required to install the bus camera system. Sub-contractors shall not be used.
- All systems will be installed and completed by the company on-site at the OSSD Department of Operations. Vendor shall provide any ancillary equipment necessary to ensure the correct installation and operation of the new system.
- Camera installation locations are seen on the diagram attached.
- 45 buses with up to four interior cameras on each bus, to include AV cables.

Cameras

- All cameras shall be mini dome (256gb).
- All cameras shall be AHD and capable of capturing images in 720P and 1080P resolution.
- All cameras shall be designed such that all components are self-contained within a single, vandal-proof enclosure manufactured from solid aluminum alloy for maximum vandal resistance.
- All cameras shall be mountable to the mounting surface, such that the electrical cable connecting the camera to the recorder remains concealed to prevent tampering with the camera or the video signal.
- All cameras shall have a true day/night feature.
- All cameras shall prevent internal reflections from the infrared LEDs from entering the image sensor.
- All cameras shall have a microphone.
- All cameras shall operate over a range of input voltage of 12V DC +- 10%

Playback Software

- The vendor is required to provide a user interface to view, search, archive and manage video associated with the mobile video recording system.
- The video playback software shall include a feature to enhance the privacy of drivers and passengers with a blurring feature.
- The video playback software shall be scalable and capable of resizing the viewing area, or maximizing the window to full screen.
- The video playback software shall support the automatic detection of media and display the total hard drive capacity upon being recognized.
- The video playback software shall allow for searching and opening of previously saved archive files in a proprietary format.
- The video playback software shall sort all available video segments by vehicle.

- The video playback software shall include a calendar function that allows for searching of video segments. The calendar function shall provide visual feedback of any days that contain video data.
- The video playback software shall allow user-friendly searching of all data residing on the hard disk. Search options should include:
 - Alarm events
 - > DVR log events
 - > Time and date
- The video playback software shall allow for flexible channel display options.
- The video playback software shall allow for the review of audio from any single channel independent of video being displayed.
- The video playback software shall utilize user-friendly intuitive controls.
- The video playback software shall provide the user with the means of zooming the video to increase the size of a specific area.
- The video playback software shall provide the user with the means for starting the playback of the video from a desired point on the GPS track of the vehicle shown on the map.
- The video review software may provide mapping functionality to access map data from the internet and shall be free-of charge. No third-party mapping programs that require installation of mapping software will be accepted.
- The video playback software may provide mapping functionality that shall be displayed synchronized with video and represent the exact vehicle location during the date and time represented within the software.
- The video playback software shall provide the user with the option to save a video archive in at least two of these formats:
 - > Proprietary video format
 - ≻ WMV
 - > AVI
 - ➤ JPEG (still image)
 - > BMP (still image)
- The video playback software shall allow the user to select any one or combination of cameras to be archived in a non-proprietary format. When multiple cameras are selected, the software shall export a single non-proprietary file (AVI, WMV) that contains all selected cameras.
- The video playback software shall feature an integrated help file detailing all features and functionality available within the software. The help file shall be easy to navigate and incorporate screen captures for maximum ease of use.
- The video playback software shall provide for viewing video from all of the following viewing sources:
 - SD card
 - Remote DVR (playback or live video)
- The video playback software may correlate alarm video segments with their corresponding location on the GPS map such that location of the alarm video will be noted on the map and clicking on the alarm map segment will display the appropriate video for the alarm.

- The video playback software may provide for GPS mapping and display of vehicle location, route, breadcrumb trail and alarms all synchronized with video playback.
- The video playback software may provide for GPS mapping and search integration. The ability
 to click on any point within the displayed location/route/breadcrumb trail and have the software
 playback system go directly to the associated recorded video and start playing shall be
 included as part of the software package.
- The video playback software shall be simple to use and, from one window, allow the user to access live or recorded video from multiple sources.
- The video playback software shall be capable of requesting wireless downloads, when equipped with an active internet connection.
- The video playback software shall be capable of easy download for viewing by legal authorities and authorized parties.
- The video playback software must utilize proprietary encryption to limit access to authorized parties.
- The video playback software shall be capable of converting video to AVI/WMV formats for common display.
- The video playback software shall be capable of creating "clips" of pertinent event time duration for storage and transmission on multiple media such as thumb drives, DVDs, etc.
- The video playback software shall display the following:
 - ➤ Vehicle ID
 - ≻ Time
 - > Date
 - ➤ Event Triggers

And may also display:

- > GPS
- > Information
- > Speed
- The automatic file transfer software shall be capable of transferring files to a local storage disk and to a network storage location.
- The automatic file transfer software may be capable of sending out an email alert each time a video file request is completed.

Wireless Connectivity

- The camera system shall have a connection for live GPS functioning (to be included at no extra charge.)
- The camera system shall include a port for an optional Wi-Fi or cellular antenna on the rear panel, and an additional port for external video monitor.
- The camera system shall provide video through a wireless Automatic Download System (ADS).
- The video management software shall provide the ability to schedule video downloads by time and date.
- The video management software shall provide the ability to schedule recurring video downloads at certain times by week and month.

- The video management software shall be able to assign priority level to scheduled video downloads.
- The video management software shall provide the option to download low resolution versions of videos.
- The video management software shall handle resuming the downloading of the archives in the case that the downloading is interrupted or disconnected.
- The video management software shall record who requested a video archive.

General Requirements

- The recording unit must have a built-in, multi-function LED status indicator for simple operation status and diagnostics.
- The recording unit shall save data onto an advanced DVR system logs file to provide accurate event history for management and maintenance.
- All cameras must be AHD and capable of capturing images at 1080P resolution with a field view of 170° and audio.
- Cameras must be encased in a lockable, durable aluminum housing with heat dissipation. Please see included diagram for camera installation locations.
- An Event Marker Button with indicator light is required. This is a button the driver can press to quickly mark an event in the video footage.

Warranty Service and Support

- All hardware shall include a minimum of three (3) years warranty covering repair parts and repair labor.
- Unlimited telephone and email technical support shall be provided at no additional charge for the three years of the warranty.
- Additional extended warranty and service must be made available and details included with submission.
- White Glove Service -OSSD provided numbered fixed asset stickers affixed to each camera and DVR, if required by the District. Excel spreadsheet providing fixed asset sticker number and corresponding equipment serial number and OSSD bus number.

References: #1

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone Number:	

References: #2

How do you intend to submit your bid, electronically or by paper? _______. If you intend to attend the reverse auction and submit a paper bid you will need to be at the OSSD Central Office located at 2300 Government Street, Ocean Springs, MS 39564, at least 2 hours prior to the reverse auction start time. Additional registration documents must be completed at least 3 days prior to the start of the reverse auction and will be supplied by the OSSD or Central Bidding.

Costing Reminders: This is a no-cost submission. What this means is that the vendor who is awarded this project will need to submit a price breakdown of all items based on the pricing submitted during the auction. This pricing should include equipment, installation, software, warranties, training, and other costs associated with the purchase and services. By submitting this bid we acknowledge and accept all terms and conditions and any addenda, if applicable. Check <u>www.ossdms.org</u> or <u>www.centralauctionhouse.com</u> for these items.

BID SUBMITTED BY:

Name of Company

Mailing Address of Company

City, State, Zip Code

Telephone Number

Date of Bid

Typed Name and Position of Representative

Signature of Representative

Email Address

Bus Camera Upgrade SY22 11



Mandatory Addendum to All Ocean Springs School District Contracts

This Addendum between the Ocean Springs School District ("OSSD") and ("Contractor") is an integral part of the contract. Contractor acknowledges that OSSD is a state subdivision and is subject to the laws of the State of Mississippi governing actions of state agencies. 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 contract and agree that should any provision of the contract conflict with this Addendum, the terms of the Addendum control.

1. OSSD 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.

U.S. Const. Amend XI; <u>Miss. Code Ann.</u> § 11-11-3; <u>Miss. Code Ann.</u> § 11-45-1; <u>City of</u> <u>Jackson v. Wallace</u>, 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.

Miss. Code Ann. § 11-46-1, et seq.

- OSSD does not waive its Constitutional Eleventh (11th) Amendment immunity. U.S. Const. Amend. XI.
- Any reference to OSSD waiving its right to a trial by jury are deleted. Miss. AG Op., Chamberlin (October 18, 2002).

- 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. Miss. Const. Art. 14 § 258; Miss. AG Op., Stringer (January 25, 2006).
- Any reference to payment of attorney's fees by OSSD are deleted. Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer (January 25, 2006).
- OSSD does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law. Miss. Const. Art. 4, § 96; Miss. AG Op., Stringer (January 25, 2006).
- Any references to OSSD limiting OSSD's damages to the contract price or any other set amount are deleted.

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 Contractor or any other party are deleted.

Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

- Any provisions limiting the time for OSSD to pursue legal action are deleted. 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 Contractor or any other party as a result of Contractor's breach of the contract, or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Contractor's employees or agents are deleted.

Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

- Any reference to OSSD limiting damages, remedies or waiving any claim are deleted. Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
 - Any provisions giving the Contactor exclusive control over litigation are deleted. OSSD does not agree that Contractor may represent, prosecute or defend legal actions in the name of OSSD.

- Any references to OSSD submitting to binding arbitration are deleted. 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 Contractor's liability to OSSD or allow Contractor to waive any applicable warranties (express or implied) are deleted.

Miss. Const. Art. 4 § 100; <u>Miss. Code Ann.</u> §75-2-719; Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Chamberlin (October 18, 2002); Miss. AG Op., Long (February 22, 2009).

- Any references to OSSD limiting or waiving any common law warranty are deleted. Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
- OSSD does not make any warranty. Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
- OSSD will deliver payments to Contractor. Any provision that requires OSSD pay Contractor any late charges is governed by <u>Miss. Code Ann.</u> § 31-7-305.
- OSSD is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, <u>Miss. Code Ann.</u> § 25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, <u>Miss. Code. Ann.</u> § 27-104-151, et seq.
- 20. Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, <u>Miss. Code Ann.</u> § 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 Contractor is deleted.
- 21. The continuance of any OSSD contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of OSSD. This contract is cancellable with thirty (30) days' notice to the vendor at the end of the fiscal period I 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 contractor as an additional insured is deleted.

- 23. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.
- 24. Contractor recognizes that OSSD, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law.
- 25. Contractor acknowledges that the individual executing the 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 contract exceeds his/her authority, 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:		_

OCEAN SPRINGS SCHOOL DISTRICT

By:		
	(Original Signature of Authorized Representative)	
TITLE:		
DATE:		





		3			12/14/2021
VI	Make	Year	Psg #	OSSD Bus #	Camera
1GDL7T1E82J51778	GMC	2003	77	86	1
1GDL7T1E62J51820	GMC	2003	77	87	2
4DRBRABP84B96183	INT	2004	77	90	3
4DRBRABPX4B96183	INT	2004	77	91	4
4DRBRABP54B96877	INT	2004	77	92	5
4DRBRABP74B96877	INT	2004	77	93	6
4DRBRABP94B96877	INT	2004	77	94	7
4DRBRABP04B96877	INT	2004	77	95	8
4DRBUAFP95B98764	INT	2005	77	98	9
4DRBUAFP95B98765	INT	2005	77	99	10
4DRBUAFP36B29971	INT	2006	77	1	11
4DRBUAFP56B29971	INT	2006	77	2	12
4DRBUAFP76B29971	INT	2006	77	3	13
4DRBUAFP07A51734	INT	2007	77	4	14
4DRBUSKP59B67130	INT	2009	77	7	15
4DRBUSKP79B67130	INT	2009	77	8	16
4DRBUSKP39B67131	INT	2009	77	9	17
4DRBUSKP49B12982	INT	2009	77	11	18
4DRBUSKP69B12982	INT	2009	77	12	19
4DRBUSKP89B12982	INT	2009	77	13	20
4DRBUSKP8BA26329	INT	2011	77	15	21
4DRBUSKP6BA26329	INT	2011	77	16	22
4DRBUSKP1CB04444	INT	2012	77	21	23
4DRBUSKP8CB04445	INT	2012	77	22	24
4DRBUSKPXCB04445 4DRBUSKP1DB202833	INT INT	2012	77	23	25
4DRBUSKP3DB20283	INT	2013 2013	77	24 25	26 27
1BAKGCPH1EF30553	BB	2013	71	25	27
1BAKGCPHXEF30553	BB	2014	71	20	20
1BAKGCPH8EF30553	BB	2014	71	28	30
4DRBUC8P1GB20755	INT	2015	71	29	31
4UZABRFD3JCJF419	TMS	2018	77	30	32
4UZABRFD5JCJF419	TMS	2018	77	31	33
4DRBUPWP5KB17757	INT	2019	77	32	34
4DRBUPWP9KB17890	INT	2020	71	33	35
4DRBUPWP5LB59546	INT	2020	71	34	36
				Contraction of the last	- 1941 h.
4DRBUPWPXLB59556	INT	2020	71	35	37
4DRBUPWP2LB59590	INT	2020	71	36	38
4DRPUTWP4LB59593	INT	2020	71	37	39
4DRBUPWPXLB595969	INT	2020	71	38	40

41	39	71	2020	INT	4DRBUPWP2LB595450
42	40	71	2020	INT	4DRBUPWP4LB595661
43	41	71	2020	INT	4DRBUPWP2LB593875
44	44	Ordered	2022	INT	TBD
45	45	Ordered	2022	INT	TBD