

Jackson Public School District



**Jackson Public School District
662 South President Street
Jackson, MS 39201**

Contact Information:

**Project Administrator: Dr. William Merritt Chief of Staff
Telephone: 601-960-8866
E-mail: wmerritt@jackson.k12.ms.us**

RFP 2022 - 20

Title: A Solution for a Student ID System

Issue Date: June 14, 2022

Submission Deadline: July 13, 2022

Time: 10:00 a.m. (Central Standard Time)

**PLEASE SUBMIT ORIGINAL RFP DOCUMENTS IN THE FORMAT/DESIGN ISSUED
ALONG WITH OTHER SUPPORTING DOCUMENTS ATTACHED TO THE
PROPOSAL, BY MAIL, HAND DELIVERY OR BY UPLOADING TO
www.centralbidding.com**

If you would like the tabulation for this RFP after Board Approval, please go to www.jackson.k12.ms.us. Double click on Departments and select Business Office. Open the Purchasing page. Select Purchasing Approved Bids/RFPs. These documents will give you the tab sheet approved by the Jackson Public School District Board of Trustees. If the RFP in question is not listed, contact the Purchasing Office at 601-960-8799 for assistance.

Questions regarding proposal specification are to be addressed to the Project Administrator, Dr. William Merritt listed above.

PROPOSAL FORM

**Board of Trustees
Jackson Public School District
Jackson, Mississippi**

Ladies and Gentlemen:

I/We, propose to furnish and deliver all items and/or to perform all services according to all sections of this rfp document (Proposal Form, Instructions and Conditions, detailed written Specifications, and Addendum if applicable) and in the quantities at the indicated prices, as called for in the document(s). All quantities indicated have been checked very closely, and both unit price and total price (where requested) have been submitted with the understanding that we shall be responsible for making complete and satisfactory delivery accordingly, within the time frame agenda (if applicable).

All items contained in this rfp shall be as specified or JPSP approved equal. For any item(s) proposed which is other than as specified, a complete and detailed cut and description for each item(s) must accompany the rfp, if the item(s) is to be considered. Please carefully read each section of this rfp.

Acceptance of Proposals:

The Jackson Public School District reserves the right to:

- Have sole discretion to waive minor irregularities in proposals. A minor irregularity is a variation from the proposal that does not affect the proposal, or gives one offeror an advantage or benefit not enjoyed by other offerors, or adversely impacts the interests of the school district.
- Accept the "lowest and best" rfp which in their judgment assures JPSP the product(s) or service(s) having the best performance and the highest level of function, quality and value.
- Not accept the lowest priced proposal. Proposals that do not comply with the requirements stated within this RFP subject to disqualification. Proposals that do not meet the deadline date/time will be returned to the vendor unopened.
- Request additional information or conduct discussions with one or more respondents after the RFP deadline, to secure a final selection to award RFP should such action be in the best interest of JPSP.
- See Pages eleven (11) and twelve (12) for further instructions

I/WE UNDERSTAND AND AGREE THAT NEITHER THE AWARD OF THIS RFP TO ME/US BY THE DISTRICT'S BOARD OF TRUSTEES NOR RECEIPT BY ME/US OF A NOTICE OF ACCEPTANCE OF THIS RFP SHALL CONSTITUTE THE MAKING OF A CONTRACT BETWEEN JPSP AND ME/US, WHICH SHALL BE CONDITIONED UPON THE EXECUTION BY BOTH JPSP AND ME/US OF A FORMAL, WRITTEN AGREEMENT.

RESPECTFULLY SUBMITTED,

COMPANY _____

ADDRESS _____

PHONE _____ FAX _____

E-MAIL ADDRESS _____

PRINTED SIGNATURE _____

WRITTEN SIGNATURE _____

TITLE _____

DATE _____

CIRCLE THE OPERATING STATUS OF YOUR BUSINESS AS INDICATED: WOMAN OWNED NON-MINORITY MINORITY



Post Office Box 2338 - Jackson, Mississippi 39225-2338
Telephone: 601-960-8799 ☎ Fax: 601-960-8967
Email: bjones@jackson.k12.ms.us

REQUEST TO ADD VENDOR

To be completed by JPS School/Location:
School/Department Requesting Vendor Addition _____

To Be Completed by Vendor: Please complete all sections and return by fax or email.

Will your company accept purchase orders? Yes No

Note: An original JPS purchase order is required for all material purchases. Do not accept any order without a purchase order.

Are you an employee of the Jackson Public School District? Yes or No

Product Line _____

PARENT COMPANY NAME: _____

Doing Business As (dba) NAME: _____

Order Address: _____

City: _____ State: _____ Zip: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

REMITTANCE ADDRESS:

Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone: (____) _____ Fax (____) _____

Email Address: _____

Parent Company Tax ID# _____

D/B/A Federal Tax ID/Social Security #: _____

Select One This information will be used to track purchases from minority vendors.

Minority Code: Woman & Minority Minority
 Non-Minority Woman

Select One
Type of Entity Individual/Sole Proprietor Corporation
 Partnership Other _____

******JPS accepts no responsibility for orders filled without a valid purchase order******

Submitted By: Signature _____ Date _____

FOR INTERNAL USE ONLY	
Vendor Number: _____	1099: <input type="checkbox"/> Yes <input type="checkbox"/> No
Completed By: _____	Date: _____

Company's W-9 must accompany this form for IRS purposes.

The Board of Trustees of the Jackson Public School District (hereafter referred to as "JPSD") is soliciting sealed, written formal Requests for Proposals (RFP) from qualified vendors (hereafter referred to as "Vendor") for the purchase of furniture, equipment, supplies, materials, labor or services as outlined in the following specifications. Sealed rfps shall be received by JPSD, in the Business Office of the Jackson Public Schools, 662 South President Street, Jackson, Mississippi, until the time specified on the RFP Opening Schedule (front page of the formal rfp document), at which time all rfps shall be publicly opened and read aloud. Neither dating of the rfp form nor placing the rfp in the mail by this date shall meet legal requirements; the formal rfp document must be **received in the Business Office** of the Jackson Public School District on or before the date and time stated.

JPSD reserves the right to reject any and all rfps received and to waive any and all informalities. Vendors are encouraged to very carefully read all sections of this rfp document prior to submitting an rfp proposal.

It is the basic philosophy of JPSD to extend to all responsible Vendors equal consideration and the assurance of unbiased judgment in determining whether their product or service meets specifications and the educational needs of the school district. JPSD shall fairly evaluate all formal rfp proposals submitted and base all decisions on the "lowest and best" rfp concept, purchasing only those products and/or services which meet the specifications as written. All decisions rendered shall strive to achieve the greatest value from every tax dollar expended. JPSD shall make no discrimination based on race, color, creed, religion, or national origin, in either the product evaluation process or in transacting business with Vendors or Vendor representatives.

The advertising and publishing of this rfp has met all legal requirements (Mississippi Code of 1972, Annotated, §31-7-13), hence the requirement to offer public notice of the intent of JPSD to solicit rfps via this rfp document has been satisfied.

This document is to serve as an invitation to all qualified vendors to extend to JPSD, an offer, for the sale of all products and/or services specified herein. It is the purpose of this rfp document to clearly define "open" and "competitive" product or service rfp specifications. All items on this rfp are to be **as specified or JPSD approved equal**.

Addendum: Vendor shall acknowledge the receipt of all addendums which were issued during the course of this rfp. If specified in the text of the addendum, in addition to acknowledging receipt of the addenda below, the addenda may require additional information required for the rfp (e.g., pricing), in which case the Addendum shall not only be acknowledged below but shall be completed and attached to the rfp at the time the rfp proposal is submitted. Receipt of the following Addendum issued during the course of this formal rfp is hereby acknowledged:

Addendum Number		Date	
Addendum Number		Date	
Addendum Number		Date	

It is acknowledged that this rfp proposal consists of the following sections: **PROPOSAL FORM, INSTRUCTIONS AND CONDITIONS, SPECIFICATIONS** and any **ADDENDUM** (if applicable).

Net Prices

In all cases, prices quoted are to be net including all applicable discounts. A separate price shall be offered for each item and not in combination with other items (unless the grouping of items is otherwise allowed as defined in the specifications). Unit price shall prevail in case of a conflict between unit and total price (extension); written price shall prevail in case of a conflict between written and enumerated pricing. Vendors are instructed to **round off all unit pricing and extensions to the nearest whole cent; i.e., round the pricing to two places to the right of the decimal point only**. JPSD will only accept pricing which is stated in this manner. All items for which pricing is submitted which is other than two places to the right of the decimal shall be accepted; however, all digits beyond a whole cent (more than two places to the right of the decimal) shall be ignored in the rfp analysis process and the unit price indicated on the purchase order shall be to the nearest whole cent for each item involved.

Payment and Invoicing

Unless otherwise indicated in the detailed specifications of this rfp document; JPSD shall make remittance in a **single lump sum** payment **following satisfactory delivery of all items** listed on the purchase order or following satisfactory performance (final inspection) of all services as specified in the contract. JPSD remits by "completed purchase order" only; remittance shall not be made upon receipt of partial shipments or performance, or the receipt of invoicing for same, but only after all items included on the purchase order or contained in the contract are delivered and/or satisfied.

It is mutually understood that invoices submitted against Multi-Year or Open Purchase Orders, remittances are processed based on the contracted scheduled agreement prior to the purchase order being generated. Only **Multi-Year** and **Open Purchase Orders** have multiple invoices received for remittance for payment. Professional Services, materials and other such services; invoices are submitted for payment in intervals following satisfactory delivery of ALL services and /or performance of ALL services indicated in the contracted agreement between said vendor and JPSD for that time period, following inspection if applicable.

Performance Penalty

The Consultant is subject to a 10% penalty on this Agreement for the **2022-2023** school year if the academic objectives of this agreement are not satisfied. The District will withhold 10% of the total contract for final payment to be made after the academic objectives are satisfied.

Default and Delays

Upon failure of the Vendor to deliver all of the items ordered or to render service, within the time set or allowed, the successful Vendor shall be considered in default, in which case JPSD reserves the right to terminate the purchase order or contract and to purchase similar supplies, services, or furniture and equipment, on the open market or secure the manufacture, delivery, and installation thereof by contract or otherwise. The Vendor shall be charged with any cost occasioned by JPSD whether said cost is the same as originally accepted or any excess cost.

Damage to School Property

Any damage or loss to JPSD property as a result of any action by the Vendor in the delivery, execution or performance of any item or service stated in these specifications shall be repaired or replaced to the satisfaction of designated JPSD personnel, at the Vendor's cost, within a reasonable time.

Guarantee

Each Vendor, by presenting an rfp under these specifications, binds himself to make positive that all goods are fully up to the standards set by the specifications. Should it be discovered within a reasonable period of time from the date of purchase order or contract that such goods or services are not up to standard, JPSD shall have the right to have such goods or services replaced by others conforming to the standard requirements and the entire expense be borne by the Vendor. The Vendor shall agree to guarantee and warrant all equipment provided as a result of this rfp for a period equal to the stated guaranty/warranty in the specifications. All such warranties shall provide the coverage as indicated in the specifications.

Acceptance and Award of RFP Proposals

The Vendor's rfp proposal, once submitted and accepted as a valid rfp by JPSD, shall be deemed by both parties to constitute a legal and binding offer on the part of the Vendor to sell to JPSD as per the terms of the rfp specifications, all products and/or services contained therein. RFP proposals are subject to acceptance by JPSD at any time within forty-five (45) calendar days following the rfp opening date. Consequently, all price quotations shall be effective for a minimum of forty-five (45) calendar days and a maximum period as indicated in the specifications. All rfps must be valid for the effective dates stated in the specification, if applicable.

Award of contract shall be made to the responsible Vendor whose rfp, conforming to the specifications, is deemed to be the most advantageous to JPSD, price and all other factors considered. The Vendor acknowledges the right of JPSD to reject the rfp, in part or in total, if the Vendor fails to submit the data required in the specifications, or if the rfp is in any way incomplete or irregular. Under no circumstances may a Vendor deliver, install, or perform any service as specified in these specifications without written authorization from JPSD (i.e., a duly issued purchase order or signed contract). All RFPs shall be approved by the Board of Trustees prior to the final award.

The Vendor shall be issued a purchase order document, which shall be deemed acceptance of the rfp proposal offer made by the Vendor, for all items and/or services approved by the Board of Trustees and awarded as a result of this rfp. However, if in the opinion of JPSD a contract document is required to authorize the award of the rfp, Vendor agrees to sign and execute all such contract documents as required in the written specifications. NOTE: If Vendor policy requires that JPSD sign Vendor contract documents, a sample of all such documents shall be included with the rfp proposal and shall become a part of the Vendor's rfp proposal.

All awards are based on the availability of funding. In the event of a reduction of funds, this award can be rescinded at any time.

Grievance Procedure

JPSD has adopted a Vendor Grievance Procedure to address and resolve any Vendor grievances or disputes resulting from or arising out of JPSD's rfp process. If Vendor disagrees with any aspect of the rfp process, Vendor shall adhere to the following procedure. Vendor shall submit a letter or written statement of protest to the Purchasing Agent, with a copy to the Superintendent, identifying the rfp, including rfp number, title, opening date and, if applicable, the item number(s) at issue, and explaining, in detail, the nature of and/or reason(s) for the protest. No verbal protest shall be acknowledged by JPSD. Vendor protests must be received by the Purchasing Agent not later than five (5) business days prior to the date of the Board meeting at which the Board is to act upon the rfp that is the subject of the protest. A review committee, appointed by the Superintendent, shall evaluate the protest and render a decision expeditiously. The decision of the review committee shall be based on evidence presented by the Vendor, the Purchasing Agent and other appropriate parties, to be determined in the discretion of the committee. In the sole discretion of the committee, the committee may conduct a hearing on Vendor's protest. The decision of the review committee shall be submitted to the Superintendent for approval. The protesting Vendor shall be informed, in writing, of the Superintendent's decision not later than two (2) business days prior to the date of the Board meeting at which the Board is to act upon the rfp that is the subject of the protest. The Superintendent's decision shall be final unless Vendor appeals such decision to the Board of Trustees. If Vendor wishes to appeal the Superintendent's decision, Vendor shall deliver its appeal, in writing, to the Office of the Superintendent not later than 12:00 p.m. on the date of the Board meeting at which the Board is to act upon the rfp that is the subject of the appeal. Appeals shall be presented to the Board at the meeting at which the Board acts upon the rfp that is the subject of the appeal and Vendor, upon written request, will be granted up to five (5) minutes to appear and present to the Board at such meeting its protest and/or appeal. After the Board takes final action upon an rfp, no appeals or protests will be acknowledged by JPSD. The decision of the Board shall be final, subject to Vendor's right to pursue a legal remedy.

Proposal Cover Page

VENDOR INFORMATION

Name and Title _____

Company Name _____ Date _____

SUBMISSION COVER SHEET AND CONFIGURATION SUMMARY

By my signature below, I hereby represent that I am authorized to and do bind the offeror to the provisions of the attached proposal. The undersigned offers and agrees to perform the specified personal and professional services in accordance with provisions set forth in the Request for Proposals. Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the RFP. The undersigned is fully aware of the evaluation criteria to be utilized in vendor selection for approval. I further certify that _____ is an authorized dealer in good standing of the products/services included in the proposal submitted in response to the RFP.

Authorized Signature

Date

Printed Signature

CONFIGURATION SUMMARY

Vendor must provide a summary of the main component of services offered in this proposal using 100 words or less.

ASSURANCES AND SIGNATURE FORM

In submitting this application I certify that:

1. The organization will comply with applicable federal, state, and local policies and procedures.
2. Services will be provided under the supervision of highly qualified teachers and/or administrators.*
3. The organization will maintain professionalism and confidentiality.
4. The organization is fiscally sound and will be able to complete services to the local educational agency.
5. The organization will ensure that the services provided are aligned the Mississippi Curriculum Frameworks and scientifically research based practices.*
6. The organization will comply with applicable federal, state, and local health, safety, and civil rights laws.
7. Provisions that subject all individuals employed by or otherwise associated with the approved provider, including volunteers, support staff, etc., who have direct contact with students, to the fingerprint and criminal history record check contained in law, including, Education Laws 305(30), 1125(3), 1604(39), 1604(40), 1709(39), 1709(40), 1804(9), 1804(10), 1950(4)(11), 1950(4)(mm), 2503 (18), 2503(19), 2554(25), 2554(26, 2590-h (20), 2854(3)(a-2), 2854(3)(a-3), and 3035.
8. All services will be secular, neutral, and non-ideological.
9. The organization will provide the local educational agency with information regarding implementation of proposal initiatives in increasing achievement, in a format, and to the extent practicable, a language or other mode of communication such that district personnel, parents / legal guardians, and community members can understand.*

The undersigned hereby certifies that I am an individual authorized to act on behalf of the organization in submitting this application and assurances. I certify that all of the information provided herein is true and accurate, to the best of my knowledge. I understand that the discovery of deliberately misrepresented information contained herein may constitute grounds for denying the applicant's request for approval.

Name of Organization

Printed Name of Authorized Representative

Signature of Authorized Representative

Date Signed

*For Educational/Instructional proposals



INDEPENDENT CONTRACTOR DEBARMENT VERIFICATION FORM

(Please print clearly or type)

***Appropriate signatures shall certify statements below.*

Subgrantee's/Contractor's Name	
Authorized Official's Name	
Complete Address	
Contact Number	
Are you currently registered to do business in the State of Mississippi? (Yes or No) If yes, attach supporting documentation of registration status. If, no please register and provide documentation of registration status. (State/Other fund requirement)	

FEDERAL DEBARMENT CERTIFICATION:

CONTRACTOR hereby certifies that at the execution of a contract with the Jackson Public School District(JPS) that the CONTRACTOR is not on the list for federal debarment on www.sam.gov – System for Award Management.

STATE OF MISSISSIPPI REGISTRATION:

CONTRACTOR hereby certifies that at the execution of a contract with the Jackson Public School District (JPS) that the CONTRACTOR is not on the list for debarment on www.sos.ms.gov for doing business with the State of Mississippi or with any Mississippi State Agency.

PARTNERSHIP DEBARMENT CERTIFICATION:

CONTRACTOR hereby certify that all entities who are in partnership through this contract or grant with the Jackson Public School District(JPS) (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to JPS.

Original Signature of Contractor or Authorized Official Date



JACKSON
PUBLIC SCHOOLS

Transforming lives through
excellent education

INDEPENDENT CONTRACTOR DEBARMENT VERIFICATION FORM*

(Please print clearly or type)

***Appropriate signatures shall certify statements below.*

Subgrantee's/Contractor's Name	
Authorized Official's Name	
Complete Address	
Contact Number	
Are you currently registered with www.sam.gov (Yes or No) If yes, attach supporting documentation and DUNS number must be Active with open access. (Federal fund requirement)	
Are you currently registered to do business in the State of Mississippi? (Yes or No) If yes, attach supporting documentation of registration status. If not, please register and provide documentation of registration status. (Federal and State/Other fund requirement)	

FEDERAL DEBARMENT CERTIFICATION:

CONTRACTOR hereby certifies that at the execution of a contract with the Jackson Public School District (JPS), that the CONTRACTOR is not on the list for federal debarment on www.sam.gov – System for Award Management.

STATE OF MISSISSIPPI REGISTRATION:

CONTRACTOR hereby certifies that at the execution of a contract with the Jackson Public School District (JPS), that the CONTRACTOR is not on the list for debarment on www.sos.ms.gov for doing business with the State of Mississippi or with any Mississippi State Agency.

PARTNERSHIP DEBARMENT CERTIFICATION:

CONTRACTOR hereby certifies that all entities who are in partnership through this contract or grant with the Jackson Public School District(JPS) (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to JPS.

Original Signature of Contractor or Authorized Official

Date

****Project is being supported with federal funds***

Submission of RFP Proposals Instructions if not emailed to the email address listed:

- Responses, once completed, should be placed in an opaque, sealed envelope
- On the outside of the envelope, list the company's name/address, RFP number, title, opening date and addressee information as they appear in the RFP proposal in order that the response may be accurately delivered and registered upon receipt. A designated official who is a legal representative of the Company must list required signatures where noted prior to submitting sealed proposal.
- Failure to comply with the above submittal instructions will cause proposals not to be registered or cataloged to appropriate file or received timely. The original documents must be displayed in front of all copies submitted by interested parties.
- Please submit Original RFP Documents in the Format Outlined along Six (6) Copies and any Documentation submitted with Proposal when Mailed or Hand Delivered to:
- Any proposal not received by the stated submission deadline/time will not be considered and/or opened. The proposal will be returned to the vendor at the vendor's expense.
- The District accepts no liability for late submissions due to the actions of the United States Postal Service, Federal Express, United Parcel Service or any other delivery methods.

Page (15): Cover page is to be placed on the very front of the vendors submitted proposal. In the event this page is not displayed when the opening of proposal occurs; it will not be acknowledged or allowed to be presented. Place this page on the very front of the submitted documents. This applies to all submitted proposals weather mailed, hand delivery or electronically Uploaded. Submitted proposal must be signed by an authorized official to bind the offeror to the proposed provisions.

Proposals received after the due date and time will NOT be considered. Incomplete proposals will not be accepted and will not be returned for revisions. No faxed or emailed copies will be accepted. The Proposal Cover Page (15)

Please submit proposal when mailed or hand delivered to the below address:

**Jackson Public School District
Business Office
Attn: Bettie Jones
662 S. President Street
Jackson, MS 39201**

Or

Mailed or hand delivered proposal must include the Original and six (6) copies. Proposals may be uploaded to www.centralbidding.com before the designate date and time. No copies are warranted if uploaded electronically.

Please follow the proposal submittal instructions.

INSERT PAGE NUMBERS WHEN SUBMITTING ELECTRONIC PROPOSALS. PLEASE SUBMIT RFP DOCUMENTS IN THE ORIGINAL FORMAT ALONG WITH OTHER SUPPORTING DOCUMENTS ATTACHED TO PROPOSAL AND UPLOADED TO www.centralbidding.com. For any questions concerning the process, or how to register, please contact Central Bidding at 225-810-4814.

Until further notice, all hand delivery proposals delivered between 9:00 a.m. until 9:59 a.m. (local prevailing time) the date the bid is scheduled to open, must be delivered to JPSD Board Room, 621 South State Street, Jackson, MS 39201.

RFPs will be video recorded for the public to view on the above date and time at Jackson Public School District, Central Office 621 S. South State Street, Jackson, Mississippi 39201.

For questions, contact the Project Administrator listed below.

*Jackson Public School District
662 S. President Street
Jackson, MS 39201
Project Administrator: Dr. William Merritt, Chief of Staff
Phone: 601-960-8738
Email: wmerritt@jackson.k12.ms.us*



Student Identification Badge System

Jackson Public School District (JPSD) is Mississippi's only urban school district situated in the capital city of Jackson, MS. JPSD has approximately 20,000 students engaged in an academically diverse environment. We are committed to having a Culture of Accountability and Excellence, that is supported by our specific Core Value of Excellence.

Scope of Service

JPSD is seeking a vendor that can supply/provide a system for creating student IDs. The system must be able to communicate with our current Student Information System (SIS) in order to generate the demographic data needed to correspond with each student's information. The software must allow the district to import photos and other demographic information to the system.

As an option, when a student attends an off-campus event and the student is suspended, expelled, or does not have the state-mandated vaccinations to attend school, when the ID badge is scanned an alert or notification is given immediately to the person who is scanning the ID.

The system must use the currently assigned student ID number generated by the state.

The software package must be included in the purchase of the identification system. The software must allow the import student photos to the system, in addition to a school-based administrator or designee the ability to take a picture with a webcam. The system must allow the printing to take place at a central location in a district office.

The District will like the ID badge to primary method of use for all students; however, a secondary option for middle and high school students is having the ability to have their ID on his/her respective cell phone, which cannot be duplicated by a photograph. This must be done through an application.

Equipment

The vendor must provide a unit cost for all the required items that are needed to operate the system. These items include, but are not limited to the following:

- Printers
- Ink
- ID Scanner
- Badges
- Web Cameras

All Equipment must be in the District ten (10) days following the award of the bid

COST ANALYSIS

REQUIRED ITEMS FOR STUDENT ID SYSTEM TO BE OPERATIONAL	DESCRIPTON & FUNCTIONS	TOTAL COST
PRINTERS		\$
INK		\$
ID SCANNER		\$
BADGES		\$
WEB CAMERAS		\$
		\$
COMBINED PROPOSAL TOTAL COST		\$

Support

Customer service support must be available during normal business hours, 8:00 a.m. – 5:00 p.m. (CST), and the district must be provided a point of contact who is able to assist with software and/or technical issues.

Data Sharing Agreement

When submitting the proposal, the data-sharing agreement must be submitted with the proposal.

Data Sharing agreement begins on **page 16 and ends on page 23** of this proposal.

Jackson Public School District Proposal Submission Cover Page



Jackson Public School District
662 South President Street
Jackson, MS 39201

RFP Proposal # _____

RFP Title _____

Submission Deadline Date and Time: _____

Participating Vendor Name _____

Address _____

Hand written Signature _____

Addendums Acknowledge Yes _____ or No _____

Combined Proposal Total Cost _____

This cover page is to be placed on the very front of the vendors submitted proposal. In the event that this page is not displayed when the deadline opening date occurs; it will not be acknowledged or allowed to be presented. Place this page on the very front of the submitted documents. This applies to all submitted proposals weather mailed, hand delivery or electronically emailed.



EDUCATIONAL DATA SHARING AND PROTECTION ADDENDUM

This is a rider and addendum (“Addendum”) to the contract, agreement, terms of use, privacy policy, and/or other contractual document(s), as they exist now or as changed and updated by Contractor (collectively, the “Contract”) by and between the Jackson Public School District (“District”) and WestEd, a California joint powers agency, (referred to herein as “Contractor”). This Addendum modifies the Contract. Any and all contradictory terms or conditions in the Contract are hereby null, void, and deleted. This Addendum shall be deemed incorporated by reference into the Contract and the following terms and conditions shall take precedence over and control to the exclusion of all other terms and conditions in the Contract:

1. Ownership of District Data. In the course of performing the Contract, Contractor may receive and have access to student education records (“Education Records”) that are subject to and as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, *et seq.* and the regulations promulgated thereunder (“FERPA”). Such information is considered confidential and is therefore protected. Contractor is deemed a “school official,” as defined by FERPA, to the extent of its access to such Education Records. The District has determined that Contractor has a legitimate educational interest qualifying it to access the Education Records, and Contractor agrees and acknowledges that it is bound by and shall follow all rules, regulations, and requirements of FERPA, as amended from time to time. The District will retain exclusive ownership and direct control of the Education Records and any other documents, materials, communications, or other data provided by the District to Contractor.

2. Scope of Data and Education Records Obtained. Contractor shall only request, obtain, access, or otherwise acquire the data and/or Education Records absolutely necessary to perform its obligations under the Contract, and nothing more. Contractor hereby warrants that it has not and will not request, obtain, access, or otherwise acquire data or Education Records beyond what are absolutely necessary to perform its obligations under the Contract.

3. Use of Education Records. Contractor shall keep the Education Records private and secure and not use the Education Records for any purpose outside of those absolutely necessary to perform the Contract.

4. Disclosure of Education Records. Except as required by law, Contractor shall not disclose or share Education Records with any third party, except to Contractor’s vendors who have expressly and contractually agreed to maintain the confidentiality of information to the same extent and for the same period of time required of Contractor as provided in this Addendum. Upon request from the District, Contractor shall provide a complete copy of all contracts or agreements with its vendors, service providers, and other third parties who have access to the Education Records.

5. Requests for Education Records. In the event any person or entity seeks, whether in accordance with FERPA or other relevant federal or state laws or regulations (except to for those

requests that fall under section 6 below), to access the Education Records, Contractor shall (1) immediately (within twelve [12] hours) inform the District and (2) not provide access to such information unless or until Contractor obtains written instructions to do so from the District.

6. Subpoenas or Court Orders for Education Records. In the event Contractor receives a court order or lawfully-issued subpoena seeking the release of Education Records, Contractor shall immediately (within twelve [12] hours) provide notice of the same to the District, and which notice shall include a copy of the court order or lawfully-issued subpoena. Contractor shall wait to release such information until the later of (1) the last day for compliance with the court order or lawfully-issued subpoena or (2) the receipt of written authorization from the District to release the information.

7. Protection of Education Records. Contractor agrees to ensure the security, safety, and privacy of the Education Records. Contractor agrees to implement technical and other security measures to do so, including but not limited to the following:

- a. Encryption of all data while either stored or in transit;
- b. For all Contractor-owned or controlled accounts with access to the Education Records:
 - i. Multi-factor authentication;
 - ii. Separate, individual user accounts;
 - iii. Logging of all access;
 - iv. Implemented policies and procedures granting access to the Education Records only when absolutely required;
 - v. Criminal background checks to ensure the users of such accounts have no felony convictions, other convictions that may indicate a lack of honesty, or are registered sex offenders;
- c. Industry-standard physical security and physical access controls, including but not limited to continuous video surveillance of premises owned or leased by Contractor where the Education Records are stored;
- d. Firewalls for all external data connections;
- e. Backups of the Education Records to at least one site geographically separated from the primary site by at least two hundred and fifty (250) miles; and
- f. Implementation of a procedure for regular and timely installation of all necessary software patches and updates on systems storing or with access to the Education Records.

Contractor shall ensure its vendors and subvendors with access to the Education Records are contractually required to implement security measures including but not limited to those listed herein.

8. Audit. Contractor agrees that the District or its designee may conduct audits of Contractor and its systems related to the storage, security, safety, and privacy of the Education Records. Such audits may be conducted on an irregular basis, but no more than two (2) per calendar year, except as provided for otherwise provided herein. The District shall provide Contractor at least five (5) days' notice prior to commencement of any audit performed under this section. By conducting any audit permitted by this Addendum, neither the District nor its designee shall be liable or responsible for the privacy, safety, and security of the Education Records in the possession or control of Contractor. If, in the sole discretion of the District, the audit reveals issues with the

security, safety, or privacy of the Education Records, the District may immediately terminate the Contract without penalty.

9. Insurance. Contractor agrees to maintain at all times the following policies of insurance with companies authorized to do business in Mississippi. The District shall be listed as an additional named insured on each such policy:

- a. Comprehensive commercial general liability, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and
- b. Cyber insurance, providing coverage for ransomware attacks, data breaches, and other similar incidents, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence.

Upon request from the District, Contractor shall furnish proof of the existence of said policies of insurance.

10. Data Breach. In the event Contractor or its employees, agents, vendors, or subvendors become aware of an actual or likely data breach, ransomware attack, or other incident affecting the security, confidentiality, availability, or integrity of the Education Records in Contractor's custody or care, Contractor shall:

- a. Take immediate steps to limit and mitigate the incident to the extent possible;
- b. Unless expressly prohibited from doing so by law enforcement, immediately (within four [4] hours) notify the District of the incident, and provide regular and timely updates;
- c. Indemnify and hold the District harmless for any loss, cost, damage, or expense suffered by the District as a result thereof, including but not limited to paying for mandatory or voluntary data breach notifications, as well as related costs such as credit monitoring and call center services; and
- d. Refrain from sending notice to persons affected by the breach pursuant to Mississippi Code § 75-24-29 or any other Federal or State law without first obtaining the District's approval for such notice, which approval will not be unreasonably withheld.

11. Return of Data; Destruction. Upon termination of the Contract for any reason, Contractor shall release and return all Education Records within ten (10) business days, in a CSV file or other format usable by the District. Contractor shall be assessed a penalty of Five Thousand Dollars (\$5,000.00) per day payable to the District for each business day in excess of ten (10) days from termination that said Education Records are not returned, with no cap or limit as to the amount of such damages. As for any copies of Education Records retained by Contractor, whether digital or otherwise, Contractor shall ensure that it disposes of any and all data or information or Education Records in a manner that maintains the confidentiality of the contents of such records. Such disposal must ensure said records are unusable, completely illegible, and cannot be reassembled in any way. Any electronically-stored Education Records must be securely written over at the time of deletion (whether at the termination of the Contract or before) in such a manner to ensure said records or data cannot be recovered. These provisions include and extend to backups of Education Records or any other data.

12. Governing Law and Venue. The Contract is governed and controlled by the laws of the State of Mississippi. All suits, claims, cases, controversies, actions, disputes, complaints and/or orders related to, arising from, in connection with, or to construe or enforce the Contract shall be governed by the laws of the State of Mississippi, without regard to its conflicts of law principles. The courts of Hinds County, Mississippi shall be the sole and exclusive jurisdiction and venue for any civil action related to this Contract, and the Contractor irrevocably consents to jurisdiction in said courts and waives any argument that such courts are not a convenient forum for such litigation. Any provision which purports to establish venue outside the State of Mississippi is deleted. The District will provide notice to Contractor of any pending legal dispute or claim regarding the use of Contractor's products by the District, such that the parties may first attempt to resolve the matter amicably. This language shall not be interpreted to limit the timeframe upon which the District can bring a claim or suit.

13. Tax Exempt Status. The Contractor is liable for all taxes arising from, related to, or in connection with the Contract or the performance of the contract. Pursuant to Mississippi law, the District is exempt from state sales and use tax. Likewise, the District will not pay excise, personal property, real property, income, value added, or any other similar taxes. If the Contractor is liable for such taxes, the Contractor shall take such into consideration in pricing. It is the Contractor's responsibility to contact the local taxing authority in the state and county where equipment will be located to determine possible tax liabilities in connection with the Contract.

14. Attorneys and Collection Fees. Any references to payment of attorney or collection fees by the District are deleted.

15. Indemnification. Any references to the District indemnifying, defending or holding harmless the Contractor or any other party are deleted to the extent they are prohibited under Mississippi law.

16. Time Limitations. Any provision limiting the timeframe upon which the District can bring a claim or suit is deleted.

17. Disclaimer of Warranties. The District does not waive, disclaim or exclude any warranties of any other party to the Contract, including without limitation, such other party's warranties of merchantability or fitness for a particular use or any common law warranties to which the District is entitled.

18. Waiver of Claims, Remedies or Damages. The District does not waive any claim or cause of action (present, past or future). The District does not waive any type or category of remedies or damages.

19. Limitation of Liability/Damages. The District does not limit the liability of the Contractor for negligence, or for intentional or reckless torts. The District does not limit the liability of Contractor to the amount of the Contract, to any other set amount, or in any other way.

20. Liquidated Damages. Any references to payment of liquidated damages by the District are deleted.

21. Immunities. The District does not waive its sovereign immunity or its Constitutional Eleventh Amendment immunity. Miss. Code Ann. § 11-46-1, et seq.

22. District Liability. The District shall only be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties with the District.

23. Policies. Provisions of the Contract that provide for actions or results that are inconsistent with or in violation of the policies of the District or its Board of Education are deleted.

24. Control of Litigation. Any provision giving the Contractor exclusive control over litigation is deleted.

25. District Insurance. The District is self-insured as defined under the Mississippi Tort Claims Act by Miss. Code Ann. §11-46-1. Any provision of the Contract which requires the District to purchase any form of insurance is deleted. Any provision of the Contract which requires the District to name the Contractor party as an additional insured is deleted.

26. Arbitration. The District does not agree to submit to arbitration or mediation.

27. Unauthorized Payments. The District does not agree to pay extra compensation, fees, or allowances after service has been rendered or a contract has been made, or for any payment not authorized by law.

28. Payment by the District. Any and all billing will be in accordance with MS Code §31-7-305. Any provision that requires the District to pay Contractor any late charges, fees or penalties is governed by Miss. Code Ann. §31-7-305.

29. Term. The term of the Contract shall be for the term stated in the Contract itself. In the event no term is stated in the Contract, the Contract shall expire three (3) years from the date of the Contract. Any reference to an automatic renewal of the term of the Contract is deleted. All renewals shall be in writing and agreed to by the parties.

30. Breach of Contract. In the event either party materially breaches the Contract, the non-breaching party may terminate the Contract upon thirty (30) days written notice to the breaching party. Such termination shall not prejudice the non-breaching party's right to pursue any and all other legal or equitable remedies available to it.

31. Termination for Convenience. It is mutually agreed that either party may terminate this Contract by giving thirty (30) calendar days advance, written notice. Should the District choose to exercise this termination clause, Contractor shall be paid for all work satisfactorily completed in accordance with the Contract up to and including the date of termination and any non-cancelable obligations. Contractor agrees to submit all final invoices with respect to this paragraph within ninety (90) days of termination of this Contract.

32. Mutual Termination. If a multi-year Contract, the District may mutually agree to terminate this Contract. Payment shall be made for the services provided up to the agreed upon date of termination.

33. Availability of Funds. The continuance of the Contract with the District is based upon the availability of funds. Therefore, this Contract can be cancelled by the District with thirty

(30) days' notice to the Contractor at the end of the fiscal period in the event funds are not appropriated by the funding authority. In such event, any property covered by a lease shall be returned to the lessor.

34. Assignment/Third Party Beneficiary. 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. Any purported assignment of rights in violation of this provision is void. The Contract does not and is not intended to confer any rights or remedies upon any persons other than the parties to the Contract.

35. Public Records. Notwithstanding any other provisions, Contractor acknowledges that the terms of this Contract are subject to the Mississippi Public Records Act ("MPRA"), Mississippi Code Annotated § 25-61-1 *et seq.* (1972, as amended). All disclosures by the District must be made in compliance with District policies and procedures established in accordance with the MPRA.

36. District Employment. Any provision penalizing the District for hiring an employee of Contractor is deleted.

37. Publicity/Trademarks. Contractor may not publicize the fact of the Contract, publicize the District's relationship with the Contractor as its customer, include the District on a customer list; or use the District as a referral source without the District's prior written consent. Contractor shall submit, for the District's review and approval, all press releases or any other publicity materials mentioning the District by name, and Contractor shall not publish such without the District's prior written approval, which may be withheld at the District's sole discretion. Neither party shall use the other party's trademarks, service marks, logos, symbols, designs, or other marks without prior written approval of the other party.

38. Governmental Entity. The Contractor recognizes and acknowledges that the District, as a political subdivision of the State of Mississippi, enters into this Contract only to the extent authorized by Mississippi law, including the opinions of the Attorney General of Mississippi. Any provision to the Contract that is not authorized by or is inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is invalid and deleted.

39. Personal Liability. Contractor acknowledges that the individual executing the Contract on behalf of the District is doing so only in his/her official capacity. To the extent any provision contained in the Contract exceeds such authority, Contractor agrees that it will not look to the individual capacity or otherwise seek to hold the individual personally liable for exceeding such authority.

40. Employment Protection Act. Contractor represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1 *et seq.* and shall register and participate in the status verification system for all newly hired employees.

41. Ethics: Gratuities and Kickbacks. By signing this Addendum, the Contractor certifies that neither it nor any of its employees, representatives or agents have offered or given gratuities, in the form of entertainment, gifts or otherwise, to any director, officer or employee of the District with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of this Contract. The right of

Contractor to proceed may be terminated after notice and hearing, the District determines that a Contractor, any agent, or other representative of Contractor gave or agreed to give, any employee in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, as listed in Miss Code Ann. § 97-11-53.

42. Records. Contractor shall maintain all records relevant to this Contract for at least three years following completion of the Contract.

43. Representation Regarding Contingent Fees. By signing this Contract, the Contractor represents that it has not retained a person to solicit or secure a District contract upon and agreement or understanding for a commission, percentage, brokerage, or contingent fee.

44. Conflict of Interest. By signing this Contract, the Contractor certifies no involvement, financial or otherwise, that any member of the District's board of education, employee, officer or agent of the District may have in the Contractor's organization. Contracts shall be in accordance with Miss Code Ann. §37-11-27.

45. Debarment or Suspension. By signing this Contract, the Contractor agrees that neither it nor its principals are currently debarred or suspended from entering into a contract with a federal department, any political subdivision, a governing authority, agency of the State of Mississippi, or any other state, and that it is not an agent of a person or entity that is currently debarred from entering into a contract with a federal department.

46. Infringement. (A) Contractor represents to the best of its knowledge that it has full right to sell or license to the District the software, the products or the use thereof, and that all such software or products are delivered free of any liens, encumbrances or rightful claim for any infringement of any United States copyright, patent, trade secret or trademark. The Contractor further warrants that the licensed software or product does not knowingly infringe any patent, copyright, trade secret or trademark. The Contractor agrees to indemnify and hold the District harmless from any and all third party claims or infringement relating to the District's use of the products sold hereunder, including but not limited to paying all actual defense costs and reasonable attorney's fees, and any judgements. (B) If the use of any element of the licensed software is enjoined as a result of any claim arising out of a breach of the warranty, the District may terminate the subscription to the product and seek other remedies available by law.

47. Entire Agreement. The parties acknowledge that the Contract, including this Addendum, sets forth the entire agreement and understanding of the parties as to the subject matter(s) including therein. The Contract may only be modified by express written agreement of the parties. Any revisions or changes to any terms of use, privacy policy, or other documents posted on Contractor website or otherwise provided shall be null and void as to the District to the extent contradicted by the Contract and this Addendum.

ACCEPTED AND AGREED BY CONTRACTOR:

WestEd, by Lauren Wrotniak, Interim Director Contracts & Grants
Contractor Name

Contractor Authorized Signature

Date