

Magnolia Safe Schools Partnership

The Delta Area Association for Improvement of Schools (DAAIS) is accepting competitive sealed proposals for the purchase of an Anonymous Incident Reporting and Management System for school districts across Mississippi to use. **The time period of the awarded contract(s) will be from the date of award until June 30, 2021 with the option to renew two (2) one-year terms. Funding for this contract is contingent upon DAAIS receiving federal grant funds. If DAAIS does not receive these grant funds, then no contract will be awarded.**

Proposals must be received no later than
3:00 pm CST, Monday, March 15, 2021

Bid Specifications:

IMPORTANT DATES:

- **Proposal Released.....03/03/2021**
- **Proposal Due.....03/15/2021 @ 3:00 pm CT**
- **DAAIS Exec. Committee.....03/15/2021 @ 3:00 pm**
- **Contract Start Date.....date of award**

OBJECTIVES

DAAIS is seeking proposals for an Anonymous Incident Reporting & Management System in accordance with the instructions, term and conditions, requirements and specifications contained in this solicitation.

Information provided in these specifications is to be used only for preparing a proposal detailing the coverages specified. It is further expected that each proposer will read these specifications with care, for failure to meet every one or a combination of specified conditions may invalidate the proposal.

Questions or requests may be emailed to pwest@deltastate.edu.

The effective date of these services will be the **date of award**.

Delta Area Association for Improvement of Schools
P. O. Box 3333
Cleveland, MS 38733
Phone: 662-846-4354

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GENERAL CONDITIONS

The Delta Area Association for Improvement of Schools reserves the right to accept or reject any or all proposals, waive any formalities and/or technicalities in the proposal and award the contract to best serve the interests of the children of the DAAIS region. The Delta Area Association for Improvement of Schools may negotiate with proposers as deemed advisable or necessary. Proposers are requested to submit quotations on the basis of these specifications. Alternative quotations (for coverage on a basis different than that requested in these specifications) will receive consideration providing such alternatives are clearly explained. Any exceptions to coverages requested herein must be clearly noted in writing and be included as a part of the proposal.

Delta Area Association for Improvement of Schools believes that the data contained in these specifications is sufficient for preparation of proposals. The information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty. To promote the fair and objective evaluation of each proposal, the RFP narrative responses should be in the same order and format as indicated in the Scope of Work section below. Delivery of the proposal- in duplicate - is the responsibility of the proposer. Where proposals are sent by mail, the proposers shall be responsible for their delivery before the date and time set for the closing of proposal acceptance.

It is requested that complete specimen contracts, interlocal agreements, bylaws, service agreements, executed reinsurance (excess insurance or stop loss) policies, and/or insurance policies be included in all proposals.

DAAIS reserves the right to waive any or all bidding irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items on this bid in any combination or in any way to best serve the interests of students in the DAAIS region as it perceives those interests to be in its sole discretion.

It is not the policy of Delta Area Association for Improvement of Schools to purchase on the basis of low bid price alone. In evaluating the bids received and determining to which bidder(s) (if any) to award a contract, DAAIS shall consider the following: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the needs of Delta Area Association for Improvement of Schools; (5) the vendor's past relationship with Delta Area Association for Improvement of Schools; (6) the total long-term cost to DAAIS to acquire the vendor's goods and/or services. Delta Area Association for Improvement of Schools may elect to negotiate with one, two or all vendors. It will be at Delta Area Association for

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Improvement of Schools' discretion as to the number and combination of vendors that will be involved in the negotiation process.

CONTRACT PERIOD

The initial contract period is from date of award through June 30, 2021. DAAIS may extend the contract on an annual basis, not to exceed 2 ½ year period of the grant. The bidder's performance will in part determine the decision to renew. DAAIS may periodically provide evaluation summaries to the bidder. DAAIS shall notify the bidder of its intent to extend or not to extend the contract by May 1 of each year. If DAAIS notifies bidder of intent to extend the contract by one year, bidder shall respond within 30 days if they elect not to extend or with any necessary discount level increases or decreases for the extended year. Price change notifications follow the same pattern as above for any contract extensions. DAAIS reserves the right to extend the term for up to 180 days to continue a source of supply until new or replacement contracts are completed. DAAIS reserves the right to renew and/or solicit additional pricing for subsequent contract periods. The contract will not automatically extend beyond any current year unless expressly approved by DAAIS.

INSURANCE REQUIREMENTS

General public liability insurance covering all duties, services, or work to be performed under the contract; \$1,000,000/Occurrence including Personal and Advertising Injury and \$2,000,000 Products/Completed Operations and General Aggregate.

The vendor must also maintain Worker's Compensation insurance providing the statutory benefits for the State of Mississippi and employer's liability in the amount of \$500,000 for each person, \$500,000 in the aggregate and \$500,000 for each person for occupational disease. The Delta Area Association for Improvement of Schools shall have no responsibility of liability for such insurance coverage.

Vendors must provide proof of insurability with the response. Acceptable proof of insurability will be a certificate of insurance or a letter from the insurance carrier (not the insurance agent). The awarded vendor must provide a certificate of insurance compliance within 15 calendar days after notification of the award.

Each policy of required insurance shall provide for 30 days' notice of cancellation to DAAIS and shall name DAAIS, its employees and its Board of Directors as additional insured.

EVALUATION

DAAIS will evaluate and score preliminary proposals according to the following:

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Criteria	Points
Company Background	20
References	20
System Functionality	45
Technical Overview	25
Process Overview	25
Exclusivity and Branding	10
Social Emotional Learning	25
Pricing	<u>30</u>
Total	200

Following preliminary scoring, DAAIS reserves the right to schedule oral presentations with up to three finalists to provide oral presentations, to answer questions, and to clarify DAAIS's understanding of the written proposal. DAAIS reserves the right to not require oral presentations if they do not affect final rankings.

Criteria	Points
Oral presentation and demonstration	25

If the center has already seen a demonstration in the past, the Center reserves the right to grade on the past presentation.

BEST AND FINAL OFFER

If following oral presentations (or preliminary scoring if oral presentations are not warranted) additional information is necessary to make a final decision, DAAIS may ask the top scored offerors to submit their best and final offer. DAAIS may request only one best and final offer. The opportunity to request a best and final offer shall be at the discretion of DAAIS. DAAIS may notify the top scored firms in writing of the request for a best a final offer. The request will include the areas to be addressed by the offer and the date and time by which the offer must be received. No discussion shall be conducted with offerors after submission of a best and final offer except for a compelling reason as determined in writing by DAAIS. After review of the best and final offers, DAAIS may award a contract to the respondents whose proposal(s) is determined in writing to be the most advantageous to DAAIS and its members.

RECORDS AND DATA

All records and data of any kind supplied by DAAIS or its member school(s) to the proposer shall be considered confidential and shall belong to DAAIS or the member school(s), as the case

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may be, and shall not be sold, shared, disclosed or otherwise used in any manner without the express written permission of DAAIS or the member school(s), as the case may be.

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SCOPE OF WORK:

DAAIS is requesting federal STOP School Violence funding through the Department of Justice in order to provide evidence-based training and technologies to approximately 65 districts, serving over 200,000 students across the state of Mississippi. The awarding and implementation of this contract will not occur if DAAIS does not receive this funding.

DAAIS will be funding the licensing of the software for approximately 65 districts with multiple campuses serving possibly 200,000 students over the next 2 ½ school years if awarded the grant funds. DAAIS will not be the overall administrator or point of contact. Each school will assign its own administrators and points of contact for the software application and should be considered an individual customer for implementation and services provided. **The number of licenses that DAAIS will pay for each year will be based on the actual number of students enrolled at each participating campus.**

DAAIS is seeking to contract with a qualified and experienced vendor to implement a proactive anonymous system for reporting, monitoring and managing a supportive mental health and wellness program, and prevent threats of inappropriate behavior, school violence, and other incidents where students may harm themselves or others. DAAIS is seeking a system that provides the following:

- A. Anonymous Reporting – Reporting via smartphone application, hotline, text, and website. All communication should be secure, encrypted, and two-way anonymous. Any proposed solution should be compliant with all standards set forth in the Federal Educational rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPPPA), and the Children’s Online Privacy Protection Act (COPPA). The reporting system should permit an incident reporter to attach photos, screenshots, and videos as part of the incident report.
- B. Incident Management – The solution will provide real-time incident reporting, viewing, and data entry via a smartphone application or website. The system shall provide built in workflows to reduce paperwork between responding departments. The reporting system should permit school administrators to track incident reports and investigations and produce reports identifying incident types, frequency, trends and outcomes. Proposers are invited to include sample reports with their submission. Sample reports SHOULD NOT include actual user data.
- C. 24/7 Incident Monitoring Services – In addition to real-time anonymous communication capabilities, the solution shall have an escalation feature allowing for the engagement of law enforcement and other first responders directly to the anonymous reporter. The system will also provide the ability for administrators to push long text, pictures, and videos to all users simultaneously via a mobile application.

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- D. Social Emotional Learning Tools – Provide faculty and staff access to comprehensive social-emotional learning tools and programming to support mental health and emotional resiliency.

RFP RESPONSE

Please submit a narrative response to each of the following prompts in the same order and format as below.

A. Company Background:

1. Provide company's official registered name.
2. Provide a brief history of your company, including the year it was established.
3. Provide your company's corporate organizational chart.
4. Provide corporate and call center office locations. List number of sales and service offices. For each location, list the name of key contact with title, address, phone, fax number, e-mail address, etc. along with resume.
5. Provide your company's Dun & Bradstreet (D&B) number, if applicable.
6. Define your standard terms of payment.
7. Software Agreement - Submit a proposed software agreement for review and negotiation.
8. A staffing plan listing those persons who will be assigned to the engagement if the proposer is selected, including the designation of the person who would be the proposer's officer responsible for all services required under the engagement. This information should include an organizational chart specific to this proposal. This portion of the proposal should include the relevant resume information for the individuals who will be assigned. This information should include, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the proposer.
9. The proposer should provide information on how many schools currently use its reporting system and how many total users currently use its reporting system.

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B. References – Provide three references from other K-12 schools or educational service agencies currently using your system as proposed. Include entity name, contact person, title, phone number, and email address.

C. System Functionality – respond to each of the following prompts:

1. Outline current features supported.
2. Detail the user experience for students, school staff, other stakeholders, etc.
3. Describe the sequence of events from the initiation of an incident, communication of the event, to whom the communications are sent, and how emergencies are defined, determined, and escalated and to whom they are escalated.
4. The proposer should provide examples of ten (10) incidents reported through its reporting system in the previous twelve (12) months, as well as information on the proposer's response(s) to such incidents, if any.
5. Detail how a life and death crisis is identified and triaged.
6. Explain system reporting capability.
7. How does the system ensure anonymity including any industry standards?

D. Technical Overview – respond to each of the following prompts:

1. Only **cloud-based** solutions will be considered. Please provide details as to platform, points of presence, redundancy, back-up, firewall/security, application size, website's availability/uptime for the previous 6 months, etc.
2. How is data secured? How is data destroyed if a member leaves the software?
3. Please provide SOC audits.
4. Describe end user hardware/software/OS/app requirements including supported web browsers.
5. What languages are currently supported in the system? What additional language support is planned?

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6. Detail how the system complies with Web Content Accessibility Guidelines (WCAG) 2.1.
7. What is your technical support's standard hours of operation if school administrators need assistance with incident reporting and/or the incident monitoring service?

E. Process Overview – respond to each of the following prompts:

1. Provide the requirements necessary (human resource and financial capital) for DAAIS to manage and administer the system.
2. Describe stakeholder training and educational materials available.
3. Provide the requirements necessary to facilitate start-up and ensure long-term sustainability.
4. Describe the system registration process for users and obtaining parental consent.
5. Describe how a member would transition into or out of the system.
6. Provide guidance and suggested templates for member/student code of conduct.

F. Exclusivity and Branding – respond to each of the following prompts:

1. Provide a position on the customization, branding/co-branding of a front-end homepage, landing page, etc., for each district who participates.
2. Provide guidance regarding the need for and a suggested template for a Memorandum of Understanding (MOU) between DAAIS and participating members.
3. Provide some standard branding/marketing materials/information for DAAIS to use on their website to promote the selected product.

G. Social Emotional Learning – describe tools available to support Social Emotional Learning.

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H. Pricing – Provide detailed pricing for each software package and contract service within the scope of work including but not limited to subscription fees, implementation fees, payment methods, billing cycles, cancellations, training materials, etc.

DAAIS is price conscious and funding for this software will be provided through federal grant funds; therefore, price is one the strongest drivers in the selection of a vendor(s). Pricing should be based on a per student price (**PSP**). If there is a minimum price or minimum number of students it should be noted in the proposal.

□ PSP Example:

o Regular price - \$2.50 per student (300 student minimum)

DAAIS will be funding the licensing of the software for possibly up to 70 districts with multiple campuses serving more than 200,000 students over the next 2 1/2 school years if awarded the grant funds. DAAIS will not be the overall administrator or point of contact. Each school will assign its own administrators and points of contact for the software application and should be considered an individual customer for implementation and services provided. **The number of licenses that DAAIS will pay for each year will be based on the actual number of students enrolled at each participating campus.**

I. Value Added Services – Describe any other features, offers, programs, promotions, partnerships, venues, events, activities, or recommendations that may have been omitted from this RFP that would give your company, a competitive advantage over other respondents and also give DAAIS an opportunity to provide the most meaningful user experience for the students and members. Please include, if any, additional fees that would apply for such additional or optional services.

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GENERAL CONDITIONS FOR BIDDING

IT SHALL BE THE VENDOR'S RESPONSIBILITY TO REVIEW AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS PROPOSAL AS OUTLINED

1. Statement of Inclusion/Applicability

The General Conditions for Bidding are applicable to all Request for Proposals issued by Delta Area Association for Improvement of Schools, and by this inclusion, they become an integral part of any contract which is awarded, or purchase order which is issued in association with this Request for Proposal.

2. Bid Preparation and Submission Procedures

Request for Proposals will be received until the deadline indicated in the Notification of the Request for Proposal. Each proposal must be submitted in a **SEALED** envelope. The outside of the envelope (or other package or container) must bear the following information in clear and legible form:

- a. In the lower left-hand corner: print the full name and address of the bidding entity, and the name and telephone number, including the area code, of the person to contact with questions about the bid submission, and
- b. In the lower left-hand corner: "Proposal Enclosed," the proposal name, proposal number, and submission deadline indicated on the Notice of Request for Proposal.

Proposals may be submitted by U.S. Mail, common carrier, or other courier or delivery service. If forwarded by mail or other courier or delivery service, the sealed envelope, identified as indicated above, should be enclosed in another envelope addressed as specified below. DAAIS will not be responsible for bids or related correspondence that are misdirected, undelivered, or misplaced prior to making it to the DAAIS office.

Proposals may be mailed to or hand delivered to:

DAAIS
Attn: Mrs. Patrice West
Ewing Rm 328
P.O. Box 3333
Cleveland, MS 38733

Bids, which are opened prior to the bid opening because of failure to adhere to the above addressing and identification criteria, will not be considered and will not be returned. Bids received after the deadline will not be accepted for consideration, and will be filed unopened. Bids received in an unsealed condition will not be considered and will not be returned. **Faxed bids or related communications will not be accepted for consideration.**

Any change made to any written response on any of the bid documents must be made in ink by marking through the original entry and clearly entering the new information alongside the change. Changes must not be made with correction fluid. All changes must be "initialed" by the person making the change, and the name of the person who initialed the change must be noted in a footnote on the same page containing the correction. **Failure to return any document or information requested as part of the proposal response may result in the rejection of the entire bid.**

Bidders or their authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements and specifications of this Request for Proposal before submitting bids. Failure to do so will be at the bidder's own risk.

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3. Addendum

In the event that any changes to this Request for Proposal occur subsequent to the mailing or other delivery of the original Request for Proposal, the changes or corrections to this Request for Proposal will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original Request for Proposal or any previous addendum. Each addendum must be acknowledged on the acknowledgment form provided with the addendum. Any required acknowledgment form must be submitted along with the submission of any bid response.

4. Withdrawals or Modification of Bid

Subject to the restrictions discussed below, Delta Area Association for Improvement of Schools will consider a WRITTEN request from any bidder that the bidder be allowed to withdraw any bid submitted, but ONLY IN ITS ENTIRETY, and ONLY UNTIL THE DUE DATE AND TIME FOR BID SUBMISSION as stated in the Notice of Request for Proposal. A representative of the bidding entity who is authorized to enter into contracts on behalf of the bidding entity must submit a signed letter requesting the withdrawal of any bid and the person signing the request must indicate his/her title along with his/her signature. No bid may be withdrawn after the date and time that bids are due as specified in the Notice of Request for Proposal. If a bidder requests to withdraw a bid and Delta Area Association for Improvement of Schools allows the withdrawal of the bid, the bidder may resubmit the bid, or submit a new bid, up until the due date and time for bid submission as stated in the Notice of Request for Proposal, provided any new submission meets all the qualifications of bid submission.

If a bidder resubmits a bid that was withdrawn and makes changes to any document in the bid package, an authorized agent of the bidder must initial all alterations made to any bid document. All bids in the possession of Delta Area Association for Improvement of Schools at the time bids are due shall be deemed final, conclusive, and irrevocable, and no bid shall be subject to withdrawal, amendment, or correction after the due date and time for bid submission as stated in the Notice of Request for Proposal.

5. Remedies for Non-Performance of Contract and Termination of Contract

If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon Delta Area Association for Improvement of Schools may terminate the vendor's contract for cause as provided by the remainder of this section.

Unless this contract is extended by mutual agreement of the parties on a month to month basis beyond the expiration of the contract time period as stated in the Notice of Request for Proposal, this contract shall terminate upon the expiration of the contract term as stated in the Notice of Request for Proposal.

If any delay or failure of performance is caused by a Force Majeure event as described below. Delta Area Association for Improvement of Schools may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided for within the General Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this contract will include, but are not limited to:

- a) the vendor's failure to adhere to any of the provisions of the general and specific conditions of this Request for Proposal,
- b) the vendor delivering any product(s) that fails to meet the Item Specifications included in this Request for Proposal relating to the awarded product(s)
- c) the vendor delivering any substitution(s) of product(s) different than those originally bid and awarded without the prior written approval of Delta Area Association for Improvement of Schools Business Office,

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- d) the vendor's violation of any other provision contained within the general and specific conditions or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, Delta Area Association for Improvement of Schools reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Delta Area Association for Improvement of Schools, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event Delta Area Association for Improvement of Schools elects to purchase other products from other sources, Delta Area Association for Improvement of Schools will invoice the vendor for any increased costs to Delta Area Association for Improvement of Schools, and the vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

In the event Delta Area Association for Improvement of Schools terminates this contract, in whole or in part, for any reason provided for within the contract, Delta Area Association for Improvement of Schools reserves the right to award the canceled contract, or any portion thereof, to the next lowest or best bidder as it deems such award to be in the best interest of Delta Area Association for Improvement of Schools.

Any contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future bids from the defaulting vendor. In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

6. Force Majeure

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this contract will be required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by a Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

Delta Area Association for Improvement of Schools will not be responsible for any costs incurred by the vendor because of the Force Majeure event unless Delta Area Association for Improvement of Schools has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and Delta Area Association for Improvement of Schools has agreed in such writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, Delta Area Association for Improvement of Schools shall have the option to terminate this contract in accordance with the "Remedies for Non-Performance of Contract and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of Delta Area Association for Improvement of Schools' rights as provided elsewhere in this contract.

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7. Bid Evaluation and Awards

DAAIS reserves the right to waive any or all bidding irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items on this bid in any combination or in any way to best serve the interests of Delta Area Association for Improvement of Schools as it perceives those interests to be in its sole discretion. Multiple vendors will be awarded when it is in the best interest of the students and districts represented by the Delta Area Association for Improvement of Schools.

It is not the policy of Delta Area Association for Improvement of Schools to purchase on the basis of low bid price alone. In evaluating the bids received and determining to which bidder(s) (if any) to award a contract, Delta Area Association for Improvement of Schools shall consider the following: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the needs of Delta Area Association for Improvement of Schools; (5) the vendor's past relationship with Delta Area Association for Improvement of Schools; (6) the total long-term cost to Delta Area Association for Improvement of Schools to acquire the vendor's goods and/or services.

Delta Area Association for Improvement of Schools may elect to negotiate with one, two or all vendors. It will be at Delta Area Association for Improvement of Schools' discretion as to the number and combination of vendors that will be involved in the negotiation process.

8. Non-collusion Certification

By signing this bid, the bidder certifies that, to the best of his/her knowledge:

- a) neither the bidder nor any business entity represented by the bidder has received compensation for participation in the preparation of the item specifications related to this Request for Proposal,
- b) this bid or proposal has been arrived at independently and is submitted without collusion with any other bidder, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any bidder an unfair advantage over any other bidder with respect to this bid,
- c) the bidder has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to Delta Area Association for Improvement of Schools in connection with any information or submission related to this bid, any recommendation, decision, vote, or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this bid,
- d) no attempt has been or will be made to induce any other person or entity to submit or to not submit a bid or proposal.

The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification.

9. Confidential or Trade Secrets

If any of the information contained in vendor's proposal response is considered to be confidential or a trade secret and, if released would give advantage to a competitor or Proposer, that information should be filed with the proposal in a separate envelope marked "CONFIDENTIAL – DO NO DUPLICATE WITHOUT PERMISSION".

10. Assignment - Delegation

No responsibility or obligation created by this contract shall be assigned or delegated by the vendor without written permission from Delta Area Association for Improvement of Schools. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

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11. Certifications Regarding Legal, Ethical, and Other Matters

By signing this bid, the bidder certifies that:

- a) he/she has read and understands all the general and special terms and conditions in this document, and agrees to be bound by them, and is authorized to submit bids on behalf of bidder,
- b) the bidder has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
- c) the bid submitted conforms with all item specifications, the general and special conditions, and any other instructions, requirements, or schedules outlined or included in this Request for Proposal,
- d) if this bid is accepted, in whole or in part, the bidding entity will furnish any item(s) awarded to them under this Request for Proposal to Delta Area Association for Improvement of Schools at the price bid, and in accordance with the item specifications and the terms and conditions contained in this Request for Proposal,
- e) the bidding entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to bid or receive any award or contract related to this bid, and the bidder will comply with any reasonable request from Delta Area Association for Improvement of Schools to supply any information sufficient to substantiate the bidding entity's ability to meet these minimum standards,
- f) concerning paragraph "(e)" above, the bidding entity has identified and disclosed in this written bid response any and all known or suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the bidder's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid response any such matters which do exist is a material breach of contract which will void the submitted bid or any resulting contracts, and subject the bidder to removal from all bid lists,
- g) the bidding entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, insurance or licenses, necessary for lawful performance of its obligations under this contract,
- h) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid response are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- i) the bidding entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold Delta Area Association for Improvement of Schools harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- j) the bid submitted complies with all federal, state, and local laws concerning these types of products or services, and the bidding entity will continue to comply with any applicable federal, state, and local laws, regulations and executive orders related to the bidding entity's activities in connection with this contract (such as but not limited to Fair Labor Standard Act, Americans with Disabilities Act, Equal Opportunity Employment Act),
- k) the bidding entity will maintain, at the bidding entity's expense, any insurance necessary to protect Delta Area Association for Improvement of Schools from all claims for bodily injury, death, or property damage that might arise from the performance by the bidding entity or the bidding entity's employees or its agents of any service required of the bidding entity under this contract; however, the existence of such insurance will not relieve the bidding entity of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law,
- l) Delta Area Association for Improvement of Schools shall not be liable to the bidder for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that Delta Area Association for Improvement of Schools declares the bidder in default,
- m) he/she understands that signing the bid with any false statement is a material breach of contract which will void the submitted bid or any resulting contracts, and subject the bidder to removal from all bid lists, and possible criminal prosecution.

12. Equal Employment Opportunity (EEO) Disclosures

By submission of a bid, the bidder agrees that in the performance of any contract resulting from any award under this bid, the bidding entity will comply for the period of the contract with all applicable equal employment opportunity laws and

Delta Area Association for Improvement of Schools

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Cleveland, MS 38733

Phone: 662-846-4354

Magnolia Safe Schools Partnership

regulations, including, but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The bidder further agrees that the proposing entity is and, during the period of any contract resulting from any award under this Proposal Invitation will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).

13. Venue

This agreement will be construed and governed according to the laws of the State of Mississippi. Both parties agree that venue for any litigation arising from this contract shall lie in Cleveland, Bolivar County, Mississippi.

14. Extension/Non-Appropriations Clause (Applies to Multiple Year Contracts)

Delta Area Association for Improvement of Schools reserves the right to extend any multiple year contracts at the time of renewal if agreed upon by both parties. Delta Area Association for Improvement of Schools reserves the right to terminate any multiple year contracts at the time of renewal at Delta Area Association for Improvement of Schools' discretion.

Any and all extension contracts are subject to the following non-appropriations clause. Non-appropriations for renewal of contract will also be in accordance with the Local Government Code 271.903 concerning non-appropriation clauses for multi-year contracts. Delta Area Association for Improvement of Schools reserves the right to rescind the contract at the end of the fiscal year if it is determined that funding is not available to extend the contract.

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Vendor Information Form

Company Name: _____

Address: _____ City: _____

State: _____ Zip: _____

Remit to: _____ City: _____

State: _____ Zip: _____

Phone Number: _____ - _____ Fax Number: _____ - _____

Email Address: _____ Website: _____

Contact Name: _____ Title: _____

Organization type: Individual Partnership Non-Profit Organization

Are you part of a co-op? Yes No If yes, name co-op _____

Other _____

Do you accept Purchase Orders? _____ Do you allow online ordering? _____

References

Name	Address	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature: _____

Terms and Conditions: The Delta Area Association for Improvement of Schools will issue Purchase orders as the preferred method for all business transactions. Payment will be generated within 30 days after the items or service is received along with an original invoice. **PURCHASE ORDER NUMBER MUST BE INDICATED ON ALL INVOICES. NO BACKORDERS OR COD SHIPMENTS ARE ALLOWED!**

All Original invoices must be mailed to: Delta Area Assoc (DAAIS)
328 Ewing Hall
DSU P.O. Box 3333
Cleveland, MS 38733

*PRICE INCREASE MUST BE PRE-APPROVED by calling (662) 846-4354 All vendor application packets must be typed or neatly printed. Return completed vendor application to DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS Purchasing Department for processing. Contact the Purchasing Department for additional assistance at (662)846-4354.

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FORM

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods and services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub-awards to subrecipients).

Firms receiving individual awards of \$100,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$100,000 or more can be made to your Company, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the Company named below, (check one)

_____ certify that neither this Company nor its principals are suspended or debarred by a federal agency.

_____ certify that either the Company or its principals filing this bid has been suspended or debarred by a federal agency.

Name of Company

Signature of Authorized Official

Printed Name

Date

Magnolia Safe Schools Partnership

RETURN FORM

Conflict of Interest

Vendor Name: _____

Please disclose if your company has an outside personal relationship or business arrangement with any of the following individuals that are charged with the governance of DAAIS.

Board of Directors:

- Dr. Evelyn Jossell
- Dr. Darron Edwards
- Dr. Mario Willis
- Dr. Leslie Griffin
- Dr. Mary Brown
- Dr. Joe Nelson
- Mr. Lawrence Hudson

Executive Director:

- Dr. Eddie Anderson

Business Manager :

- Mrs. Patrice West

____ No, my company has no personal relationship with one or more of the persons listed above.

____ Yes, my company has a personal relationship with one or more of the persons listed above and a detailed explanation is attached.

For further information regarding the Conflict of Interest in Mississippi; you may consult the Mississippi Ethics Commission.
ethics.mx.gov

Name of Company

Signature of Authorized Official

Printed Name Date

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Vendor Name: _____

EDGAR CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Delta Area Association for Improvement of Schools is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (“EDGAR”). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to Delta Area Association for Improvement of Schools.

The following certifications and provisions are required and apply when DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the ESC and the ESC’s subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS expends federal funds, DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES ___ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS expends federal funds, DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in

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the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS believes, in its sole discretion that it is in the best interest of DAAIS to do so. Vendor will be compensated for work performed and accepted and goods accepted by DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS as of the termination date if the contract is terminated for convenience of DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS. Any award under this procurement process is not exclusive and DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS reserves the right to purchase goods and services from other vendors when it is in DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS's best interest.

Does Vendor agree? YES ___ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 601.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES ___ Initials of Authorized Representative of Vendor

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Vendor Name: _____

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS expends federal funds during the term of an award for all contracts and sub grants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES ___ Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS resulting from this procurement process.

Does Vendor agree? YES ___ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under

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37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS, the vendor certifies that during the term of an award for all contracts by DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES ___Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non - Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS, the vendor certifies that during the term of an award for all contracts by DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES ___Initials of Authorized Representative of Vendor

Vendor Name: _____

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS, the vendor certifies that during the term of an award for all contracts by DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES ___Initials of Authorized Representative of Vendor

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(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS, the vendor certifies that during the term and after the awarded term of an award for all contracts by DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C.

1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does Vendor agree? YES ___ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES ___ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When DELTA AREA ASSOCIATION FOR IMPROVEMENT OF SCHOOLS expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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Does Vendor agree? YES ___ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES ___ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES ___ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES ___ Initials of Authorized Representative of Vendor

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Effective 9/1/2017, in accordance with Government Code 2270, Delta Area Association for Improvement of Schools will not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

Definitions according to Government Code 808.001:

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

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Does Vendor agree? YES ___ Initials of Authorized Representative of Vendor

PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES: IRAN, SUDAN, FOREIGN TERRORIST ORGANIZATION

Effective 9/1/2017, in accordance with Government Code 2252, Subchapter F, Delta Area Association for Improvement of Schools will not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Definitions according to Government Code 2252.151:

“Foreign terrorist organization” means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

“Governmental contract” means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter 2254.

Does Vendor agree? YES ___ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor Name: _____
Address: _____ City _____ State _____ Zip: _____
Phone Number: _____ Fax Number: _____
Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____ Date: _____

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Magnolia Safe Schools Partnership

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
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OR								
Employer identification number								
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Magnolia Safe Schools Partnership

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