



**Jackson Public School District  
Business Office**

Post Office Box 2338 - Zip 39225-2338  
662 South President Street - Zip 39201  
Jackson, Mississippi  
Telephone: 601-960-8796

Note: The Jackson Public School District will not accept any bids which are received after the published bid opening time and date indicated below and will not be responsible for any bids mailed or delivered to any address other than those above. No exceptions!

**FORMAL BID PROPOSAL  
BID OPENING SCHEDULE**

BID NUMBER: 3202

**BID TITLE:** Grease Trap Cleaning

BID OPENING DATE: March 03, 2022

BID OPENING TIME: 10:00 A.M., Local Prevailing Time

VENDOR NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

VENDOR TELEPHONE NO.: \_\_\_\_\_

VENDOR FAX NO.: \_\_\_\_\_

VENDOR E-MAIL ADDRESS \_\_\_\_\_

**I/WE UNDERSTAND AND AGREE THAT NEITHER THE AWARD OF THIS BID TO ME/US BY THE DISTRICT'S BOARD OF TRUSTEES NOR RECEIPT BY ME/US OF A NOTICE OF ACCEPTANCE OF THIS BID 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.**

**PLEASE SUBMIT ORIGINAL BID DOCUMENTS AND ONE COPY.**

If you would like the last tabulation for six months or annual bids, please go to [www.jackson.k12.ms.us](http://www.jackson.k12.ms.us). Double click on Departments and select Business Office. Open the Purchasing page. Select Purchasing Schedule or Approved Bids. These documents will give you the tab sheet approved by the Jackson Public School District Board of Trustees. If the bid in question is not an annual bid, contact the Purchasing Office at 601-960-8799.

## 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 bid document (Proposal Form, Instructions and Conditions, detailed written Specifications, and Addenda 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 timeframe agenda (if applicable).

All items contained in this bid shall be as specified or JPSPD 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 bid, if the item(s) is to be considered. Please carefully read each section of this bid.

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

Respectfully submitted,

COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
PHONE \_\_\_\_\_  
FAX \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_  
SIGNED \_\_\_\_\_  
WRITE OUT  
SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

CIRCLE THE OPERATING STATUS OF YOUR BUSINESS AS INDICATED BELOW:

MINORITY OWNED      WOMAN OWNED      NON-MINORITY



Post Office Box 2338 - Jackson, Mississippi 39225-2338

Telephone: 601-960-8799 ☎ Fax: 601-960-8967

Email: [bjones@jackson.k12.ms.us](mailto: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 \_\_\_\_ 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**

Minority Code:

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

\_\_\_\_ 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: \_\_\_\_ Yes \_\_\_\_ No

Completed By: \_\_\_\_\_

Date: \_\_\_\_\_

### Preference for Local Contractors

**NON-RESIDENT CONTRACTORS ONLY:** In letting of public contracts for the purchase of public construction, preference shall be given to resident contractors as provided in Miss. Code Annotated, §31-7-47 and §31-3-21, as amended. A non-resident contractor domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the non-resident contractor's state awards contracts to Mississippi contractors. Mississippi contractors shall be granted preference over non-resident contractors in the awarding of public contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the non-resident contractor. **When a non-resident contractor submits a bid for a public contract, the contractor shall attach to the bid proposal a copy of its resident state's current law pertaining to such state's treatment of non-resident contractors.** The contractor shall also provide the following information with the bid proposal:

Contractor shall indicate its state of incorporation or its principal place of business or domicile:

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If contractor is a partnership, contractor shall provide the name and place of residence of all partners in the firm:

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Failure to provide any of the above information may result in the rejection of contractor's bid as "non-responsive."

The Board of Trustees of the Jackson Public School District (hereafter referred to as "JPSD") is soliciting sealed, written formal bid proposals 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 bids 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 Bid Opening Schedule (front page of the formal bid document), at which time all bids shall be publicly opened and read aloud. Neither dating of the bid form nor placing the bid in the mail by this date shall meet legal requirements; the formal bid 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 bids received and to waive any and all informalities. Vendors are encouraged to very carefully read all sections of this bid document prior to submitting a bid 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 bid proposals submitted and base all decisions on the "lowest and best" bid 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 formal bid 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 bids via this bid 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 bid document to clearly define "open" and "competitive" product or service bid specifications. All items on this bid are to be **as specified or JPSD approved equal**.

**Addendum:** Vendor shall acknowledge the receipt of all addendum which were issued during the course of this formal bid. 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 bid (e.g., pricing), in which case the Addendum shall not only be acknowledged below but shall be completed and attached to the bid at the time the bid proposal is submitted. Receipt of the following Addendum issued during the course of this formal bid is hereby acknowledged:

Addendum Number		Date	
Addendum Number		Date	
Addendum Number		Date	

It is acknowledged that this formal bid proposal consists of the following sections: **PROPOSAL FORM, INSTRUCTIONS AND CONDITIONS, SPECIFICATIONS** and any **ADDENDUM** (if applicable). The detailed specifications section may include blueprints, drawings, or other documents which shall be deemed to be a part of these written specifications. I/We understand that each form is to be signed as required in the specifications, and unless this has been done, the bid proposal may be considered incomplete and therefore rejected. Likewise, it is understood that the submission of all

documents called for in the detailed specifications shall be submitted as defined in the specifications, and that failure to do so may result in rejection of the bid in part or in total. I/We, the undersigned, do hereby understand and accept all sections of this bid document and all addenda (if applicable) under which this quotation is being submitted and agree to perform in compliance with the specification requirements as set forth herewith.

I/We further agree that JPSPD reserves the right to award the order, if awarded, within forty-five (45) calendar days from the date of the bid opening, unless otherwise indicated in the written specifications which follow. Consequently, I/We agree not to request permission to withdraw the quotation after bids have been publicly opened for this period of time. Having carefully examined all elements of the specifications and addenda, I/we propose to furnish all furniture, equipment, supplies, materials, labor or services required according to the written bid specifications in connection with this bid and do hereby submit the following formal bid proposal, for the total amounts indicated on the proposal form pages, where requested in the bid document.

The individual signing this Bid Proposal shall be a responsible officer of the company and shall be authorized to sign on behalf of the company.

**\*\* End Proposal Form Section of This Bid Document \*\***

## **INSTRUCTIONS AND CONDITIONS**

### **Preparation of Bid Proposals**

Vendors should adhere to all of the instructions and conditions as contained in this section of the bid as well as all other sections of these bid specifications; failure to do so may result in rejection of the bid.

All bid proposals must be completed in ink or typewritten; all bids must be manually signed. No erasures shall be permitted; mistakes may be crossed out and corrections inserted adjacent. All corrections (including "white-out") must be initialed in ink by the person signing the bid proposal. The proposal must be signed with the firm or corporate name and by a responsible officer or employee of the firm. Vendor is to acknowledge receipt of any and all addenda (if any) re bid specifications and/or drawings which are published for this bid. All addenda shall be acknowledged as outlined in the Proposal Form section of this bid document.

Vendors should respond by using the proposal form and all other sections of this bid document without alterations, where information is requested. For every item proposed, the "Unit Price," "Total Price," (where requested), and "Quoting On" lines must be completed. All information concerning warranties, delivery dates, etc., where requested, must be completed by the Vendor; all "checklists" must be completed and submitted with the bid, if required in the specifications.

Pages on which there are no items being quoted by the Vendor, may be detached, and only those pages which contain a quoted item(s), along with the signed proposal form (both pages of the proposal form) and all other documents stated in the detailed specifications need be returned. On pages in which there are both items being quoted and items for which a price quotation is not being offered, the Vendor shall indicate "No Bid" on the "Total Price" line for all items not being offered for bid.

Prices must be stated in units specified hereon; i.e., in the units of measure indicated (per each, or dozen, case, etc.). JPSPD shall not be responsible for pricing which does not conform to the unit of measure indicated, and likewise JPSPD has no authority to amend a unit price once submitted even if the error is obvious. Pricing must be stated in U.S. dollars and cents and shall be offered in a known amount; i.e., a bid which simply states "My bid is \$1.00 lower than the lowest bid received" shall not constitute a legal bid proposal.

### **Submission of Bid Proposals**

Bids, once completed, should be placed in an opaque envelope with the enclosed gummed label attached to the outside of the envelope, with the Vendor name and bid number as they appear on the proposal form written on the label, in order that the bid may be accurately registered upon receipt. A responsible official who is a legal representative of the Vendor must sign the attached proposal form, in order for the bid to be valid and acceptable. A bid which is not signed is not binding on the part of the Vendor and therefore does not constitute an informality which may be waived by JPSPD. Should a return label not be included with the bid document, address the outside of the envelope as follows:

<b>IF MAILED</b>	<b>IF DELIVERED</b>
Jackson Public School District	Jackson Public School District
Business Office	Business Office
Attention: Bettie Jones	Attention: Bettie Jones
Purchasing Coordinator	Purchasing Coordinator
P. O. Box 2338	662 South President Street
Jackson, MS 39225-2338	Jackson, MS 39201

In addition, the following information should be indicated on the outside of the bid envelope: (a) Vendor Name and Address and (b) Bid Name and Number and Bid Opening Date, as listed on the Bid Opening Schedule.

If the District's Business Office is closed for any reason, including but not limited to inclement weather, an emergency situation or any other act of nature, which closure prevents the opening of bids at the previously advertised date and time, all bids received shall be publicly opened and read aloud on the next work day that the District's Business Office shall be open for business at the previously advertised time. The new date and time of bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. In such event, bids shall be received by the District until the new date and time of the bid opening as set forth herein. JPSPD shall not be held responsible for the receipt of any bids the delivery of which was attempted and failed due to the closure of the Business Office. Each Vendor shall be required to ensure the delivery and receipt of its bid by JPSPD's Business Office prior to the date and time of bid opening.

#### **Modification and Withdrawal of Bids and Late Bids**

Bid proposals should be verified before submission for accuracy and correctness, since JPSPD shall not be responsible for any errors for which the Vendor is responsible. Bids may be modified or withdrawn by written notice or in person from the Vendor, if received in the Business Office prior to the time set forth in the Bid Opening Schedule; no telephone oral withdrawals shall be accepted. Notations written by the vendor on the outside of the bid envelope stating that an amount is to be "added" or "deducted" from the pricing structure submitted on the bid document sealed inside the envelope shall not be deemed permissible; all such notations shall be ignored relative to pricing submitted by the vendor. The pricing submitted on the form(s) provided by JPSPD shall be deemed to constitute the legal pricing offered by the vendor and it is that pricing which shall prevail and for which the vendor shall be accountable.

NO bids may be accepted, modified or withdrawn which are received in the Business Office, after the time set for the opening of bids. NO EXCEPTIONS! Any and all bids received after the bid opening time and date indicated on the Bid Opening Schedule shall be refused and marked "Late Bid" and returned to the Vendor, unopened. No formal bid proposals may be "faxed" and no telegraphic modifications may be made to any bid proposal once received by JPSPD; all changes shall be made prior to the bid opening **on the document** submitted to JPSPD.

#### **Acceptance and Award of Bid Proposals**

The Vendor's bid proposal, once submitted and accepted as a valid bid by JPSPD, shall be deemed by both parties to constitute a legal and binding offer on the part of the Vendor to sell to JPSPD as per the terms of the bid specifications, all products and/or services contained therein. Bid proposals are subject to acceptance by JPSPD at any time within forty-five (45) calendar days following the bid 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 bids must be valid for the effective dates stated in the specification, if applicable.

Award of contract shall be made to the responsible Vendor whose bid, conforming to the specifications, is deemed to be the most advantageous to JPSPD, price and all other factors considered. The Vendor acknowledges the right of JPSPD to reject the bid, in part or in total, if the Vendor fails to submit the data required in the specifications, or if the bid 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 JPSPD (i.e., a duly issued purchase order or signed contract). All formal bid proposals shall be approved by the Board of Trustees prior to the award of the bid.

The Vendor shall be issued a purchase order document, which shall be deemed acceptance of the bid 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 bid. However, if in the opinion of JPSPD a contract document is required to authorize the award of the bid, Vendor agrees to sign and execute all such contract documents as required in the written specifications. NOTE: If Vendor policy requires that JPSPD sign Vendor contract documents, a sample of all such documents shall be included with the bid proposal and shall become a part of the Vendor's bid proposal.

#### **No Response to Bid Quotation**

Due to the ever-increasing postal rates, it is necessary to remove the names of Vendors from bid mailing lists which do not respond in writing to formal bid proposals which are mailed to them. Henceforth, it shall be interpreted that a Vendor no longer wishes to remain on the bid mailing list for any bid, unless the Vendor offers a bid proposal or returns the cover sheet of the bid marked "NO BID - Please Leave Name on Active Bid Mailing List." Likewise, for the Board's information, please indicate on a sheet of your company's letterhead, the reason(s) why your company is not submitting a bid proposal in response to these specifications at this time. Failure to respond at all to an offer to bid shall result in the removal from the bid mailing list. It shall be the responsibility of the Vendor to notify JPSPD in writing if the Vendor has a change of address.

### Rejection of Bid Proposals

JPSD reserves the exclusive right to reject the bid of any Vendor in part or total for reasons deemed appropriate, such as a documented past experience(s) in which the Vendor failed to perform according to stated specifications once awarded the bid, suspicious financial responsibility of the Vendor, instances in which Vendor offered references were checked with resulting negative connotations, etc. JPSD reserves the right to accept the "lowest and best" bid, which in their judgment, assures JPSD the product(s) or service(s) having the best performance and the highest level of function, quality and value. Any Vendor which does not indicate on the "Quoting On" line for each item on which a quotation is submitted, exactly what is being offered, may expect that item to be rejected, due to the fact that what is being offered cannot be clearly identified and compared to what is specified.

### Approved Equal

It is the intent of this document to clearly define "open" and competitive product or service bid specifications. All items on this bid are to be as specified or JPSD approved equal; JPSD shall reserve the exclusive right to determine products and or services which are approved as equal to those specified herein. Reference in these specifications to and the use of the name and model number of any article, product, material or item of furniture and equipment by proprietary name, manufacturer or manufacturer's model or catalog number in describing an item, is intended to establish a standard of type, quality and design, and is therefore not intended to limit competition. Vendors may submit bid proposals for products which are of a different manufacturer and model number from that which is specified, provided the herein procedure is adhered to exactly. However, Vendors are encouraged to offer products of those manufacturers and model numbers specified, if at all possible.

For any item(s) which is proposed, which is other than as specified (brand name and number), it is the responsibility of the Vendor to submit, with the bid proposal, a manufacturer's published detailed cut and description, catalog, or other descriptive document, explaining in detail, exactly what is being proposed. Likewise, any support literature for any item(s) proposed which is other than as specified (manufacturer and model number), shall be clearly labeled as to the **Vendor's Name**, the **Item Number** as appears in the specifications and the **Item Name**. It shall be the responsibility of the Vendor to ensure that a detailed, technical description is provided for all items which shall allow for an accurate comparison to the item specified. All such support documentation shall be submitted with the bid proposal and shall be organized in one of the following manners:

- (a) Bound Volume of Pages - for each item, a picture and detailed product specification (for the exact manufacturer and model number proposed) shall be pasted on an 8 1/2" X 11" sheet of paper and bound in a cover with the Vendor's Name on the outside of the cover. The item number and item name as listed in the bid specifications shall be indicated at the top of each page. The support literature shall be organized in a bound volume in order by item number. Preferably, only one item shall be placed on each page.
- (b) Published Catalog - it shall be permissible to submit with the bid, a general or manufacturer's product catalog clearly indicating the detailed product information concerning the proposed product; however, if this method is utilized, it shall be the responsibility of the Vendor to place beside the product manufacturer and model number on the "Quoting On" line the correct **page number** in the catalog which is submitted, on which the product may be found. JPSD shall not research catalog table of contents or indexes attempting to locate items which are offered on this bid.

In addition, it shall be the responsibility of the Vendor to clearly define any deviations that exist from specifications, if any, between what is proposed and what is specified, for each item offered, which is other than as specified. All such information relating to product deviations may be placed in the bid proposal either on the page below the item specification or on a separate sheet. If a separate sheet is utilized, the page shall be entitled "Proposed Product Deviations" and each item shall be clearly labeled as to number and name as they appear in the specifications. Failure to provide such documenting evidence to support any such item offered and/or any significant product deviations may result in rejection of the item(s) involved.

### Pre-Bid Approval of Items

Preference shall be given to those manufacturers and models which have been granted pre-bid approval based on past performance. Vendors are encouraged to request approval of their brands and models for each item(s) which are to be offered via bid in the future, in order to meet specifications as listed on this bid. All such requests shall be made in writing to the Director of Budget/Internal Services. After the bid has been published, all decisions as to product-approved equals shall be made following the bid opening. Where applicable, for the products and/or services to be provided in the specifications, preference shall be granted to those Vendors which offer local sales and service, parts inventories, user training orientation, etc. In the case of "tie bids", all factors being equal, the local vendor shall be recommended to the Board of Trustees for approval.

### 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. The JPSPD mainframe computer database is designed to accept only 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 bid analysis process and the unit price indicated on the purchase order shall be to the nearest whole cent for each item involved.

#### **Freight**

The Vendor agrees to deliver all items prepaid (F.O.B. DESTINATION), to an inside point or points of receipt within the District. If multiple delivery sites are required for items in the bid, either the total number of or the exact address of all such sites shall be indicated in the specifications section of the bid document. All costs for delivery, drayage or freight, for the packing or unpacking, loading and unloading of said articles, are to be borne by the Vendor, and should be included in the unit price.

#### **Taxes**

Vendor pricing shall not include any taxes (unless specified), since JPSPD is tax exempt. Federal Excise Tax Exemption Certificates shall be executed when required upon request by the Vendor.

#### **Grouping of Items**

As stated above, no grouping of items shall be allowed unless otherwise defined in the detailed specifications. Most items are to be offered for bid on an "individual" basis and shall be awarded accordingly. However, certain circumstances may arise in which it is to the advantage of JPSPD to group items offered for bid. In certain instances, for the purpose of continuity and to insure product compatibility and design, and to minimize the freight costs involved, similar items may be grouped in the specifications and therefore shall constitute a single unit for bid purposes. All items in each such grouping shall be purchased from one Vendor. In order to be eligible for consideration for award of the bid for any group of items, a price quotation must be offered for ALL items in the grouping and a total price given for all items included in the grouping; award of the bid shall be made following careful analysis of the "lowest and best" bid offered for the entire group of items. Failure to offer a quotation for all items in a group may constitute a "No Bid" for the entire group of items.

#### **Payment and Invoicing**

Unless otherwise indicated in the detailed specifications of this bid document, it is mutually understood that JPSPD 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. JPSPD 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. Invoices submitted against **Multi-Year or Open Purchase Orders**, remittances are process 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, Construction, items 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 JPSPD for that time period, following inspection if applicable.

Vendors must agree to submit itemized invoices procured on a purchase order issued by the JPSPD. Vendor may submit invoices via email to [ipsap@jackson.k12.ms.us](mailto:ipsap@jackson.k12.ms.us) or use USPS and mail remittance to Jackson Public School District, Business Office/Accounts Payable, Post Office Box 2338, Jackson, Mississippi, 39225-2338, following the delivery of all items and/or services as indicated on the purchase order or contract. Following satisfactory invoicing as defined above, payment shall be made in full on each invoice to the Vendor within forty-five (45) calendar days from either the date of delivery or the receipt of satisfactory invoicing, as specified above, (in the Business Office), for the complete order or contract, whichever occurs last.

#### **Delivery Instructions**

Information containing product delivery instructions for each item specified, shall be so indicated in the specifications. The specifications shall indicate if delivery is to be made to one central location or to multiple locations within the school district. Vendor agrees to adhere to delivery date schedules, as requested in the specifications.

#### **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 JPSPD 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 JPSPD whether said cost is the same as originally accepted or any excess cost.



**Damage to School Property**

Any damage or loss to JPSPD 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 JPSPD personnel, at the Vendor's cost, within a reasonable time.

**Assemble and Set in Place**

It shall be the Vendor's responsibility to furnish, deliver, unload from the delivery vehicle, completely assemble, set in place and where specified to completely install and make ready for operation to the satisfaction of JPSPD all items offered for bid in these specifications. All Vendor personnel shall be legally licensed and fully qualified in the performance of the various areas of installation expertise. Items requiring unpacking shall be unpacked, assembled and set in place by the successful Vendor, at Vendor expense, as directed by the designated representative of JPSPD. Where specified, all items shall be furnished, delivered, set in place, and made ready for operation, by the Vendor at Vendor's expense.

**Removal of Debris**

Where applicable, Vendor owned materials and equipment may be stored on the job site but the contractor shall maintain full responsibility for the stored items and full responsibility for any acts of vandalism or damage to JPSPD owned property as a result of the vandalism. Any materials of a flammable nature must be stored at least 50' from the nearest building. Vendor must maintain the premises free from accumulations of waste, debris and rubbish caused by the execution of the contract, as a result of this bid. Upon completion of all work, crates, boxes, and packing material shall be removed from the point of work or delivery by the Vendor, at Vendor expense, and the premises are to be left free of debris.

**Complying with Specifications**

All material furnished must be in conformity with the specifications and shall be subject to inspection and approval by JPSPD following delivery. The right is reserved to reject and return at the risk and expense of the Vendor such portion or the entirety of any shipment which may be deemed defective or fail to comply with specifications. If rejected, it shall be held for disposition at the expense and risk of the Vendor. Vendors shall be required to replace that defective portion or the entire order according to specifications without additional cost to JPSPD. Any items which may be lost or damaged in transit from the manufacturer to JPSPD shall be replaced or restored to the original good condition by the Vendor at no cost to JPSPD, to the satisfaction of JPSPD.

If required in the detailed specifications, each Vendor and subcontractor(s), together, should visit the site and take such other steps as may be necessary to ascertain the nature and location of the work to be performed, and the general and local conditions which could affect the work or the cost thereof. All visits to the sites shall be made at the Vendor's expense.

**Guarantee**

Each Vendor, by presenting a bid 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, JPSPD 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 bid for a period equal to the stated guaranty/warranty in the specifications. All such warranties shall provide the coverage as indicated in the specifications.

**Samples**

JPSPD reserves the right to request of any Vendor offering a product for sale via this bid an exact sample for evaluation for any product proposed. Vendor agrees to submit requested sample(s) within ten (10) calendar days from notification of the sample request. Should the Vendor not adhere to this sampling procedure, the item(s) in question may be rejected on these grounds. Samples must be furnished upon request only, free of expense to JPSPD and if not destroyed by tests, shall be returned at the Vendor's expense upon request. Samples are to be submitted to the Business Office to the attention of the Director of Budget/Internal Services, 662 South President Street, Jackson, Mississippi. Samples are to represent exactly what the Vendor actually proposes to furnish. Samples shall be properly identified as to bid number, bid date, name of Vendor, and item number as it appears on the bid. Once the bid is awarded, JPSPD reserves the right to subject actual shipment samples to randomized testing. In cases when a sample is sent to testing laboratory for analysis in light of specifications, and the tests results indicate that the sample does not comply with specifications, the cost of the test shall be charged to the Vendor submitting the failing sample. The right is reserved to keep the successful Vendor's sample for comparison with actual shipment. Said sample may be returned to the Vendor or accepted as delivery according to order.

**Compliance with Laws**

If required due to the nature of the specifications contained herein, the Vendor shall give all notices, pay all fees, and comply with all local city, state, and federal laws, codes, ordinances, rules and regulations bearing on the successful conclusion of an order for supplies, services, or equipment. Vendor is to secure and pay for all permits, governmental

fees, licenses and assessments necessary to perform all work as outlined in the specifications. The Vendor shall comply with all fire, safety and security regulations.

#### **Insurance**

It shall be the responsibility of the Vendor, once awarded the contract, to procure and maintain at Vendor expense, any insurance coverage equal in coverage to the minimum requirements applicable to the nature and scope of the project as set forth in these specifications. Vendor shall insure the delivery of all products delivered as a result of this bid until such time as all products are received by JPSPD, inspected and approved.

#### **Liability and Relationship of Parties**

The Vendor shall, and hereby does, indemnify and hold harmless JPSPD from any and all claims, suits, actions, judgments, settlements, damages, awards, costs and expenses of any kind or nature whatsoever arising from or out of any assertion or complaint by a third party or parties of any injury or damage resulting from the performance of this agreement by Vendor. Without limiting the generality of the foregoing sentence, as relates to this bid document and any succeeding document(s) as a result of this formal bid, the Vendor (which shall include the vendor of award, the product manufacturer whom the Vendor represents, any subcontractor(s) of either, or any other party acting as an agent of the Vendor or manufacturer) shall hold JPSPD, its officers, agents, servants, and employees harmless from liability of any nature or kind whatsoever against the publisher or author, manufacturer or agent for the use by JPSPD of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, environment-sensitive material, or appliance furnished or used under this bid proposal.

Any architects, consulting engineers, or other defined agents acting in behalf of JPSPD with regard to this formal bid, shall be deemed to be extensions of JPSPD and therefore all terms and conditions in this bid document shall equally apply to said third parties just as they do to JPSPD. Neither this bid nor any succeeding document(s) as a result of this formal bid, shall constitute nor create a partnership or joint venture between JPSPD (or any agent acting in behalf of JPSPD) and the Vendor, nor does it create a business relationship between the parties other than that specifically provided for by the terms of this agreement.

#### **Non-Mentioned Items**

Any standard manufacturer's parts, components, other equipment or related accessories not specifically mentioned by name or included in these specifications but which are normally a part of the equipment and furnishings necessary to complete the installation or insure the performance of the item, which are normally advertised and sold as a part of the "total product", shall be deemed to be included in the bid and shall therefore be furnished by the Vendor under the framework of this bid, at no additional cost to JPSPD.

#### **JPSPD Responsibilities**

With regard to installation as per these specifications, it shall be the responsibility of JPSPD to provide all electrical, gas and water services (stubouts) to the products as required and in compliance with the manufacturer's product specifications. Floor drains shall be provided by JPSPD. However, any and all product connections required to interface the product with electrical, gas, water and drain facilities, whether indicated on attached project plans, drawings and specifications, including all addenda issued pursuant to this bid, shall be solely the responsibility of the Vendor. JPSPD shall allow Vendor access to any facilities involved in these specifications during normal business hours in compliance with JPSPD's approved schedule. Upon written request from a Vendor, JPSPD may consider special work hours if required to complete a delivery or a project with an impending deadline. Likewise, if applicable, upon written request from the Vendor, JPSPD shall allow Vendor access to any project plans, blueprints or other detailed specifications which may not be included within this bid document, but which could reasonably be expected to have a bearing on the bid proposal. All such written requests shall be forwarded to the Business Office to the attention of the Director of Budget/Internal Services.

#### **Product Colors, Finishes and Color Combinations**

Where applicable and indicated in the specifications, color selection of all product finishes and furnishings which have been pre-selected by JPSPD, shall be adhered to as closely as possible by the Vendor. There are situations in which it is very important to JPSPD that all of the products included in the bid or various sections of the bid, be color coordinated in order that a pleasing decorative atmosphere conducive to instruction be established. It shall be the responsibility of the Vendor to submit as a part of the bid, where required in the specifications, proposed manufacturer's color samples for all items offered for which a specific color is indicated. Failure to do so may result in rejection of any and all items involved in that section.

#### **Adjustments in the Quantities to Be Purchased**

All quantities indicated in this bid are projected based on an established need and are stated in "good faith" by JPSPD and represent the known quantities which shall be purchased via this bid; however, in order to insure budgetary compliance, a situation may arise in which the quantities indicated for one or more items listed for bid may have to be amended.

**Deletions** - All quantities listed in these specifications are subject to adjustment; JPSPD shall reserve the right to delete any and all items entirely and/or to reduce quantities in number prior to issuing a purchase order at the unit price(s) quoted in the Vendor's bid.

**Additions** - If an "additions" clause is to be implemented with reference to the quantities to be purchased as a result of this bid, it will appear in the detailed specifications section of this document. If there is no reference to the purchase of additional quantities the quantities to be purchased shall be as published herein.

### **Follow-Up Services**

The Vendor shall agree to provide to JPSPD as part of this bid, at no additional cost, all required user orientation as to the proper use and care for all equipment sold as a result of this bid.

### **Ambiguities**

Should questions arise or ambiguities exist regarding any part of parts of the specifications as published, the Vendor shall notify the Purchasing Coordinator, (601) 973-8582, at least five (5) calendar days prior to the published bid opening date, in order that a written clarification (addendum) from the Business Office can be made known to all Vendors participating in the bid. No addendum concerning clarification of published specifications shall be issued following five (5) calendar days prior to the published bid opening date, unless it is to extend the bid opening date. Interpretation of and subsequent modifications to these specifications shall be made by addenda only; JPSPD shall not be responsible for any interpretation of the documents other than as set forth in these specifications or in JPSPD authorized written and published addenda. Should ambiguities exist between this section of the bid (Instructions and Conditions), and the stated specifications which follow, the specifications shall prevail and shall be taken to be the correct interpretation for this bid.

### **Vendor Grievance Procedure**

JPSPD has adopted a Vendor Grievance Procedure to address and resolve any Vendor grievances or disputes resulting from or arising out of JPSPD's bid process. If Vendor disagrees with any aspect of the bid 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 bid, including bid 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 JPSPD. 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 bid 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 bid 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 bid that is the subject of the appeal. Appeals shall be presented to the Board at the meeting at which the Board acts upon the bid 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 a bid, no appeals or protests will be acknowledged by JPSPD. The decision of the Board shall be final, subject to Vendor's right to pursue a legal remedy.

### **Exceptions to These Instructions and Conditions and/or Specifications**

The Vendor, when through a voluntary and independent action, places the signature on the proposal form, fully agrees to accept and comply with all instructions and conditions and all other requirements defined in the detailed specifications and outlined in all other documents pertaining to the bid document. Should any Vendor take exception with any part(s) of these instructions and conditions, or any part(s) of the specifications which follow, it is the responsibility of the Vendor to so acknowledge such differences in detail on a separate sheet(s), and attach and submit said sheet(s) with the bid; all such exceptions shall become a part of this bid. **Proposal awards are based on the availability and continuation of funding. In the event of funding reduction, this award can be rescinded at any time.**

### **Jackson First**

Jackson Public Schools is committed to supporting businesses within the City of Jackson. We believe that our businesses are vital to the success of our students and our schools. We also believe that the district should strive where possible to acquire goods and professional services from qualified businesses within the City of Jackson. The district is not willing, however, to sacrifice quality, noncompetitive or inflated pricing in its pursuit to support Jackson businesses. In light of our desire to support Jackson businesses, we are pledging to put JACKSON businesses FIRST when acquiring goods and professional services.

## **Ethics Statement**

Jackson Public School District Child Nutrition Department adheres to strict laws, rules and ethical practices when purchasing food, supplies and equipment. JPSPD employees do not accept personal gifts from suppliers nor conduct purchasing transactions for personal benefits. It is a goal of our department to obtain maximum value for each dollar spent. By accepting employment with the Jackson Public School District, employees have a responsibility to the school system, to their fellow employees, parents and community and to the students that they serve to adhere to certain standards of behavior, performance and conduct. No set of rules can address all forms of unacceptable behavior. However, generally speaking, the Jackson Public School District expects each of its employees to act in a professional and responsible manner at all times. (GBA-Staff Ethics).

## **Assurance of Civil Rights Compliance**

The Jackson Public School District hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3); ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- ix. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Jackson Public School District agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Jackson Public School District, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Jackson Public Schools Child Nutrition Department.

## **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(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.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effect and the basis for settlement.

(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 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 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.”

(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 subrecipient 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.

(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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient 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 subrecipient 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.

(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 subgrants 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).

(H) 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. 6201).

(I) 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 governmentwide Excluded Parties List System 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.” The Excluded Parties List System in SAM 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.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more 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.

(K)

#### **§ 200.322 Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Grease Trap Cleaning**  
**Effective Dates April 1, 2022 thru June 30, 2025**  
**With the Option to Extend: July 1, 2025 – June 30, 2027**

**Introduction:** The Board of Trustees of the Jackson Public School District (hereinafter referred to as "JPSD") is soliciting formal bid proposals from qualified vendors (hereinafter referred to as "Vendor") for the cleaning of grease traps and the disposal of grease trap waste on a contractual "as needed" basis.

**Effective Dates of Bid:** The initial contract period shall be for three fiscal years (April 1, 2022 - June 30, 2025) with the option to extend for two additional years (July 1, 2025 – June 30, 2027). Prices should be firm for this period.

**Termination:** This Agreement may be terminated by the District, without cause, upon 30 working days prior written notice. This Agreement may be terminated by the District immediately for cause. For purposes of this Agreement, "cause" shall be defined as: (1) In the sole and absolute discretion of the District, the failure by Vendor to consistently and/or satisfactorily perform the scope of work required by this Agreement; (2) The breach by Vendor of any material term of this Agreement.

Upon termination of this Agreement, whether for cause or without cause, the District shall compensate Vendor for all services satisfactorily performed up until the date of termination.

**Scope of the Work to Be Done:** Vendor shall furnish all equipment, materials, labor and all other resources required to perform the service as defined herein. All work shall be in accordance with all Mississippi Health Department requirements as well as all other codes, regulations, etc., of EPA, Jackson, Hinds County, and the State of Mississippi.

1. **Cleaning of Grease Traps** - all grease and liquid waste shall be pumped out of each grease trap, and the walls of all traps shall be scraped down to remove all surplus grease. The area around each trap shall be cleaned of excess grease and each site shall be left clean.
2. **Disposal of Grease Trap Material** - all grease and liquid waste which is pumped from each trap shall be loaded by the Vendor onto the Vendor's vehicle and transported by the Vendor to the nearest EPA approved landfill. Vendor shall dispose of all grease trap material in accordance with all applicable EPA, city and county regulations.

The JPSD Director of Food Service and the Director of Plants shall approve all work. JPSD shall coordinate with the contracted Vendor concerning access to all facilities. JPSD will send a designated representative (custodian) to accompany the Vendor while the work is being performed. The custodian will sign the invoice; thus verifying the work was completed.

The size and number of the traps is different at the various locations. It shall be the responsibility of the Vendor to visit each site and determine the **number** and **size** of each trap to be cleaned. Vendors shall sign-in at the Principal's Office prior to inspecting the traps. Vendor shall be capable of beginning work to clean any number of grease traps on an "as needed" basis within 48 hours following notification by JPSD and shall then proceed with deliberate speed until all traps which are requested to be cleaned are completed.

**Pricing:** This bid shall be awarded in its entirety to a **single Vendor**. Pricing quoted for each location shall be firm for the effective dates of the contract. Pricing shall be for a **single** pumping and disposal of all grease for **all traps** at each location.

**Method of Payment:** Vendor shall sign a contract (sample attached) for services to be provided. JPSD shall issue written notification to the contracted Vendor for work to be done on an "as needed" basis during each month of the contract period. Vendor shall perform the cleaning and disposal as specified herein. Vendor shall submit an invoice, in duplicate, to the Office of the Director of Plants for all work performed during the month. The Vendor shall be paid for satisfactory performance rendered under the contract **monthly in arrears**.

**Contract:** A sample contract document is attached to these specifications. Vendor should review the contract carefully and shall agree to execute the contract if awarded the contract for the services specified herein. Should the Vendor take exception to any part(s) of the contract such exceptions should be noted and attached to the bid proposal at the time of submittal. All such exceptions shall become a part of the Vendor's bid proposal.

**Vendor Qualifications:** Vendor shall provide all of the detailed information requested in this Vendor Qualification section; failure to do so may result in rejection of the bid; all information must be provided on attached sheets; this information must be submitted in the format specified with the bid proposal and shall become a part of the Vendor's proposal. Vendor shall provide the response to each section of information on a separate sheet of 8 1/2" X 11" paper, preferably typewritten, and attach to the bid proposal at the time it is submitted. All such information provided shall become part of the bid proposal.

- (1) **Legal Status** - verify the following which are required to legally perform as per the scope of the work defined in these specifications; indicate that your company has presently all such licensing, certification and adequate insurance coverage for the scope of the work to be performed under the contract.
  - Federal, State and Local Permits and Licenses
  - Employee Bonds
  - Insurance (Workman's Comp, Vehicle, Etc.)
- (2) **Resume of Permanent Staff** - include the following information for each employee which will be directly and indirectly involved in the JPSD project.
  - Names
  - Work Experience
- (3) **Other Resources** - indicate the below requested information.
  - Vehicles to be used - number, size and model year of vehicles; indicate the capacity of mobile grease storage tank for each vehicle
  - Indicate where grease is to be disposed
- (4) **Financial Status** - Vendor shall include a current letter of credit from the Vendor's predominant financial institution(s) stating the financial status of the company.
- (5) **History and Organizational Structure of Firm** - offer the following concerning your firm.
  - A Brief History of the Company
  - Predominant products and/or services of the firm
  - Number of years your company has been engaged in cleaning grease traps
  - Organizational makeup and officers of the firm
  - Minority ownership and/or participation in the operation of the company and to what extent
- (6) **Present Clients** - Indicate the following information concerning clients with which your company has contracted business of similar nature to the project as defined in these specifications.
  - Client company names
  - Addresses
  - Telephone Numbers
  - Contact Persons
  - Size of the Contract
- (7) Indicate if your company is an **Equal Opportunity Employer**; indicate confirmation of this requirement as regards your company.

This Agreement may be terminated by the District, without cause, upon thirty (30) calendar days of prior written notice. This Agreement may be terminated by the District immediately for cause. For purposes of this Agreement, "cause" shall be defined as: (1) In the sole and absolute discretion of the District, the failure by Vendor to consistently and/or satisfactorily perform the scope of work required by this



Agreement; (2) The breach by Vendor of any material term of this Agreement. Upon termination of this Agreement, whether for cause or without cause, the District shall compensate Vendor for all services satisfactorily performed up until the date of termination.

### **Jackson Public Schools Grease Trap Schedule**

**NOTE: The schedule for pumping and disposal of each trap at each location is as is as follows:**

#### **1 Time a Year**

<b>School</b>	<b>May</b>
Baker	
Bates/Cardoza	
Blackburn	
Brinkley	
Casey	
Chastain	
Clausell	
Obama	
Galloway	
Isable	
Jim Hill	
Johnson	
John Hopkins	
Kirksey	
Lee	
Marshall	
McLeod	
McWillie	
Murrah	
North Jackson	
NW Jackson	
Oak Forest	
Pecan Park	
Peoples	
Powell	
Smith	
Spann	
Van Winkle	
Raines	

#### **2 Times per Year**

<b>School</b>	<b>Sept.</b>	<b>March</b>
Callaway		
Dawson		
Forest Hill		
Green		
Lake		
Provine		
Sykes		
Timberlawn		
Walton		
Whitten		
Wilkins		
Wingfield		

**3 Times per Year**

<b>School</b>	<b>Sept.</b>	<b>Dec.</b>	<b>March</b>
Lanier			

**As needed**

Ada Wells			
Capital City			
Lester			
Key			

## **Schools with No Grease Traps**

Boyd Elem  
Central Office – Galley

**PROPOSAL FORM**

**Pricing on this form shall depict the price for a single pick up from the location specified.**

Location	Address	April 1, 2022 – June 30, 2025	July 1, 2025 – June 30, 2027
Bailey Magnet	1900 North State Street		
Baker Elem	300 East St. Clair Street		
Bates/Cardoza	3180 McDowell Rd. Ext.		
Blackburn Middle	1311 West Pearl Street		
Brinkley Elem	3535 Albermarle Road		
Callaway High	601 Beasley Road		
Capital City Alternative	2221 Boling Street		
Casey Elem	2101 Lake Circle		
Chastain Middle	4650 Manhattan Road		
Clausell Elem	3330 Harley Street		
Obama Magnet	750 North Congress		
Dawson Elem	4215 Sunset Drive		
Forest Hill High	2607 Raymond Road		
Galloway Elem	186 Idlewild Street		
Green Elem	610 Forest Avenue		
Hill High	2185 Fortune Street		
Isable Elem	1716 Isable Street		
Johnson Elem	1339 Oakpark Drive		
John Hopkins Elem	170 John Hopkins Ave		
Key Elem	699 McDowell Road		
Kirksey	651 James M Davis Dr.		
Lake Elem	472 Mr. Vernon Avenue		
Lanier High	833 West Maple Street		
Lee Elem	330 Judy Street		
Lester Elem	2350 Oakhurst Drive		
Marshall Elem	2909 Oak Forest Drive		

Location	Address	April 1, 2022 – June 30, 2025	July 1, 2025 – June 30, 2027
McLeod Elem	1616 Sandalwood Place		
McWillie Elem	4851 McWillie Cir.		
Murrah High	1400 Murrah Drive		
North Jxn Elem	650 Lake Drive		
Northwest Jxn Middle	7020 Highway 49 North		
Oak Forest Elem	1631 Smallwood Street		
Pecan Park Elem	415 Claiborne Avenue		
Peeples Middle	290 Treehaven Drive		
Powell Middle	3655 Livingston Road		
Ada Well/APAC	1120 Riverside Drive		
Provine High	2400 Robinson Street		
Raines Elem	156 Flag Chapel Drive		
Siwell Middle	1983 Siwell Road		
Smith Elem	3900 Parkway Avenue		
Spann Elem	1615 Brecon Drive		
Sykes Elem	3555 Simpson Street		
Timberlawn Elem	1980 Siwell Road		
Walton Elem	3200 Bailey Avenue Ext.		
Van Winkle Elem	1655 Whiting Road		
Watkins Elem	3915 Watkins Drive		
Whitten Middle	210 Daniel Lake Blvd.		
Wilkins Elem	1970 Castle Hill Drive		
Wingfield High	1985 Scanlon Drive		
<b>Grand Total for Each Period</b>			

SAMPLE Contract Document attached; read carefully but **do not complete at this time.**

JACKSON PUBLIC SCHOOL DISTRICT  
Post Office Box 2338  
Jackson, Mississippi 39225-2338

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### CLEANING GREASE TRAPS AGREEMENT

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THIS AGREEMENT made the \_\_\_ day of \_\_\_, 22, between the Board of Trustees of the Jackson Public School District (hereinafter referred to as "JPSD") and \_\_\_, located in \_\_\_, Mississippi (hereinafter referred to as "Vendor").

WHEREAS, Vendor has submitted to JPSD a Formal Bid Proposal #\_\_\_, titled "**Cleaning Grease Traps**", (\_\_\_, 22), a copy of which is on file in the JPSD Business Office (hereinafter referred to as Exhibit "A"); JPSD desires to accept the bid document (Exhibit "A") and it is therefore understood by all parties that the terms and conditions outlined in each section of Exhibit "A" pertaining to the Vendor **providing a complete service to clean grease traps at sites to be designated by JPSD and subsequently disposing of all grease trap waste as specified in the formal bid specifications contained in Exhibit "A"** shall likewise be incorporated herein by reference and prevail in the terms of this contract.

NOW, THEREFORE, the parties agree as follows:

**Scope of Agreement:** Vendor agrees to perform as per the conditions and instructions of this contract as outlined in all sections of Exhibit "A" concerning the **(a) cleaning of all grease traps at sites to be designated by JPSD on an "as needed" basis during the effective dates of the contract (b) legally disposing of all grease trap materials** at the specified sites and as per the specifications and pricing structure contained in Exhibit "A". An exact list of site locations which shall be included in this contract are included in Exhibit "A" and are therefore made a part of this contract.

**Terms of Agreement:** The Vendor shall agree to enter into a contract with JPSD to begin cleaning grease traps and disposing of grease trap materials effective upon approval by JPSD, and to provide such service on an "as needed" basis during the effective dates of the contract, as directed by JPSD, with all deliberate speed for one calendar year from the date of contract execution. The cost of the service performed by the Vendor shall be as per the "Amount" indicated in Exhibit "A" per each site (i.e., \_\_\_ which shall represent the unit cost to be charged by the Vendor for a single pumping and disposal of all traps located next to the listed location.

**Payment Terms:** JPSD shall pay Vendor on a basis as specified in Exhibit "A", i.e., monthly in arrears for all services performed during each month. Payment shall be made by JPSD no later than fifteen (15) calendar days past the last day of the month in arrears following receipt in the Office of the Director of Plants of a correct, itemized invoice, in duplicate.

**Insurance Coverage:** Vendor shall have in force liability insurance and workmen's compensation insurance in accordance with the scope of work to be performed as specified in Exhibit "A".

**Relationship of Parties:** This agreement does not create a partnership or joint venture between JPSD and the Vendor, nor does it create a business relationship between the parties other than that specifically provided for by the terms of this agreement.

**Indemnification:** Vendor shall, and hereby does, indemnify and hold harmless JPSD from any and all claims, suits, actions, judgements, settlements, damages, awards, costs and expenses of any kind or nature whatsoever arising from or out of any assertion of complaint by a third party of parties of any injury or damage resulting from the performance of this agreement by Vendor.

**Assignment:** Neither party shall assign this agreement without the prior written consent of the other party.

**Termination:** This Agreement may be terminated by the District, without cause, upon thirty (30) calendar days of prior written notice. This Agreement may be terminated by the District immediately for cause. For purposes of this Agreement, "cause" shall be defined as:

- (1) In the sole and absolute discretion of the District, the failure by Vendor to consistently and/or satisfactorily perform the scope of work required by this Agreement;
- (2) The breach by Vendor of any material term of this Agreement.

Upon termination of this Agreement, whether for cause or without cause, the District shall compensate Vendor for all services satisfactorily performed up until the date of termination.

**JPSD Responsibilities/Vendor Access:** JPSD agrees to provide the Vendor reasonable access to all buildings contained in the contract as required to perform under the contract as outlined in Exhibit "A".

**Waiver:** The express or implied waiver by JPSD of any right or remedy it may have under this agreement for any breach of any term of condition by Vendor of the same or any different term or provision of this agreement.

**Governing Law:** This agreement shall be governed by the laws of the State of Mississippi regardless of the place of the physical execution of this agreement by the parties hereto.

**Modifications of the Contract:** It shall be mutually agreed that there shall be no modifications to the contract once executed unless in writing and with the full agreement of both parties involved. Vendor agrees to execute any such written modifications which in the opinion of JPSD legal counsel such modification is necessary to insure the compliance of the contract with Mississippi law or other governing laws or requirements.

**Integration of Previous Negotiations:** It is mutually agreed that this Contract; and Exhibit "A" - Formal Bid Number \_\_\_\_ "**Cleaning Grease Traps**", which contains a listing of exact site locations at which the Vendor is to provide the service as defined in Exhibit "A", shall constitute the sole and complete agreement between the parties hereto.

**IN WITNESS HEREOF**, the parties hereto have caused this instrument to be executed by their duly authorized officers or agents on the date herein.

Jackson Public School District

By: \_\_\_\_\_  
Title: Ms. Margaret Purnell  
Interim Chief Financial Officer

Date: \_\_\_\_\_

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_