



**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 Reverse Auction opening time and date indicated below and will not be responsible for any bid correspondences electronically mailed or delivered. No exceptions!

**FORMAL BID PROPOSAL
REVERSE AUCTION BID OPENING SCHEDULE**

BID NUMBER: 3236

BID TITLE: Child Nutrition Food Services Equipment Reverse Auction

BID OPENING DATE: May 19, 2023

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 JPSPD AND ME/US, WHICH SHALL BE CONDITIONED UPON THE EXECUTION BY BOTH JPSPD AND ME/US OF A FORMAL, WRITTEN AGREEMENT.

Prior specifications must be submitted by the deadline date recorded in the bid to qualify for an invitation to participate in the live auction.

If you would like the last tabulation for six months or annual bids, please go to www.jackson.k12.ms.us. Double click on Departments and select Business Services. 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 JPSD 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 JPSD AND ME/US, WHICH SHALL BE CONDITIONED UPON THE EXECUTION BY BOTH JPSD 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



REQUEST TO ADD VENDOR

Post Office Box 2338 - Jackson, Mississippi 39225-2338
Email: sfarris@jackson.k12.ms.us or bjones@jackson.k12.ms.us

School/Department Requesting Vendor Addition _____

To be completed by Vendor:

Please complete all sections and emailed or fax back to (601-960-8967).

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

Minority Code: ____ Woman & Minority ____ Minority

____ Non-Minority ____ Woman

Select One

Type of Entity ____ Individual/Sole Proprietor ____ Corporation

____ Partnership ____ Other _____

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

Submitted By: Signature _____ Date _____

FOR INTERNAL USE ONLY

Vendor Number: _____ 1099: ____ Yes ____ No

Completed By: _____ Date: _____

Company's W-9 must accompany this form for IRS purposes and Certificate of Insurance for not less than \$1,000,000 as stated in Mississippi Code Section 31-7-139v)

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:

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

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 electronic Reverse Auction 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.

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 electronic Reverse Auction 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.

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 JPSD 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 vendor not being invited to participate in auction.

Vendors must register using the designated hosting Electronic Bid Management Services listed in the advertising ad. All contact information must be accurate, email address is a must. All correspondence will take place through electronic devices. All interested vendors must have or access to a computer to participate in the reverse auction process or if the vendor is unwilling or unable to participate through electronic reverse auction; the bidder is to indicate in their initial response when submitting their un-price specifications to qualify and be invited to the reverse auction.

If a vendor elects to participate via **Surrogate Bidding**, the vendor must be physically present at the public bidding location with the means to submit written bids for each offer made and signed by an authorized agent of that vendor.

Reverse Auction bids will be received through the hosting electronic bid management services. Jackson Public School District, Business Office, 662 South President Street, Jackson, Mississippi at the designated date and start time of the live auction to begin and ends at the time set forth. The specified time of the Reverse Auction Opening Schedule is located on page one (1) of this formal bid document, at which time all invited bidders shall have access to participate in the live auction process. In the event there are more than one reverse auction, each reverse auction will have a set amount of time for items to be bid live. Neither dating of the bid form nor placing the bid in the mail by this date shall meet legal requirements. The interested vendor that has been invited to participate in the auction must be registered with the designated electronic bid management services web site listed to place bids at the opening.

Prices must be stated in units specified hereon; i.e., in the units of measure indicated (per each, or dozen, case, etc.). JPSD shall not be responsible for pricing which does not conform to the unit of measure indicated, and likewise JPSD 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.

Once the reverse auction has closed, each participating vendor is hereby required to electronic email or fax this document listing information on pages 1 thru 3 and the final price quoted during the Reverse Auction, pages 13 thru 16 to JPSD to Bettie Jones at bjones@jackson.k12.ms.us or fax: 601-960-8967

Submission of Bid Proposals

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. Vendors that has been invited to participate in the live auction will be notified of such changes. JPSPD shall not be held responsible if invited vendor fail to comply or miss reverse auction do to no fault of the District.

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 the close of the Live Reverse Auction.

Acceptance and Award of Bid Proposals

The Vendor's reverse auction 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.

Rejection of Bid Proposals

JPSPD 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. JPSPD reserves the right to accept the "lowest and best" bid, which in their judgment, assures JPSPD 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 JPSPD approved equal; JPSPD 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. JPSPD 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-Specifications Approval of Items

Interested bidders must submit their specifications by the date and time designated in the bid specification and the newspaper advertising ad in order to be evaluated for invitation to participate in the live auction process. All vendors must upload their bid specification on or prior to the deadline date and time listed to be evaluated for an invitation to participate in the live auction. If submitted specifications qualify and meet the District's specification or equivalent to specifications, the bidder will be invited to participate in the live auction. Any and all variances in construction, design, performance, and accessories from the item specified must be submitted electronically through the appropriate bid management services listed in the proposal that includes detailed technical manufacturers specifications, the number of days specified prior to Reverse Auction opening. Pricing shall not be included. If an addendum is generated, all registered vendors will receive a notice via email.

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.

Consequently, Vendors agree to submit a single itemized invoice to JPSPD, Business Office, 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. Multiple invoice documents (numbers) for the same purchase order or contract shall not be acceptable; following satisfactory delivery of ALL items and/or performance of ALL services indicated on the purchase order, only one invoice shall be submitted per purchase order or per contract, which shall be for all items and/or services contained on the order or in the contract. Following satisfactory invoicing as defined above and after receipt of all items on the purchase order and/or full performance of all services specified, payment shall be made in full 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, it's 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's 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 JPSD. 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.

Ethics Statement

Jackson Public School District Child Nutrition Department adheres to strict laws, rules and ethical practices when purchasing food, supplies and equipment. JPSD 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).

Civil Rights Statement

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity.

Proposal

Child Nutrition Food Services Equipment

A Pre-Bid Conference concerning this Reverse Auction project will be held at 101 Dr. Dennis Holloway Drive, Jackson, MS 39203 on Wednesday, **May 10, 2023 at 2:00 P.M.** Attendance at the pre-bid conferences is non-mandatory but strongly encouraged. **All six (6) items listed, will be awarded to one vendor.** There is no intent of awarding items to more than one (1) vendor.

Site visit for all bidders to review electrical and plumbing requirements is strongly encouraged. Signed verification of site visit is to be attached to the final documents that is to be emailed or faxed one the Reverse Auction has closed.

The Awardee is to deliver, set in place, completely install to include providing any electrical and plumbing connections within six feet of the equipment. At owner's direction, successful bidder shall also remove existing equipment from school premises, along with all packing, crating, etc., and leave site free of any job-related refuse or materials.

Bidders must submit Unpriced Specification on or before **May 12, 2023 at 5:00 P.M. local time** to be the given the opportunity to participate in the auction. Bidders must obtain prior approval of brands if not bidding specified items. Vendors submitting acceptable specification responses will be invited to participate in the electronic reverse auction at www.centralbidding.com on May 19, 2023 beginning at 10:00 a.m. local time. Vendors must be registered with Central Bidding in order to participate in the reverse auction. For any questions concerning the reverse auction process or how to register, please contact Central Bidding at 225-810-4814.

Any and all variances in construction design, performance and accessories from the item specified must be submitted in writing along with detailed manufacturers specifications **nine (9)** days prior to bid opening to Marc Rowe, Child Nutrition Director, Jackson Public Schools at mrowe@jackson.k12.ms.us. Additionally, any deviations must be stated in writing by the bidder at the time of bid submittal shall include specific reasons as to why the deviation will render equivalent or better quality at **No Cost** to the District. If submitted alternatives are prior approved, a written addendum will be posted on the Central Bidding website portal for all participating bidders. Any proposal or bid not following this procedure will be disallowed.

****Once the reverse auction has closed, each participating vendor is hereby required to electronic email or fax this document listing information on pages 1 thru 3 and pages 13 thru 16, the final price quoted from the Reverse to JPSP to Bettie Jones at bjones@jackson.k12.ms.us or fax: 601-960-8967.**

Schools and Delivery Addresses will be Available at the Pre-Bid Conference. Address of each school location will be listed on all generated purchase orders that is a result of the award.

Item 1. Qty: 22 CHICKEN / FISH FRYER

Frymaster Model MJ1CF Dimensions: 46.38(h) x 20.75(w) x 39.88(d)

Performance Fryer, gas, floor model, 80 lb. capacity, for chicken & fish, open frypot design, millivolt controller, centerline fast-action temperature probe, thermostat knob on front panel (not available with built-in filtration), includes: rack-type basket support, basket hanger & (2) twin baskets, flue deflector, stainless steel frypot, door & cabinet, 150,000 BTU, NSF, CSA Flame, cCSAus, CSA Star

_ Natural Gas

_ Millivolt Controller (outside cabinet), standard

_ Model 8061701 Quick Disconnect Hose, 3/4" gas line, 36" long (single units) (H55, MJ50, MJ40, MJCF, GF40, GF14, 11814, OCF30, LHD65)

_ Model 8030429 Brush, L-shaped Tampico, 21" x 2" Diameter

_ Model 8030197 Clean-Out Rod, 27" long (all models except FQ)

_ Model 8239413 Frypot Cover, full pot, 20-3/8" W x 28" D, stainless steel (MJCF)

_ Legs, nickel plated legs, standard

Model Quoting if not same as Specified _____

Unit Price \$ _____ Extended Price \$ _____

Item 2. Qty. 11 CONVECTION OVEN

Garland/US Range Model MCO-GD-20-S Dimensions: 70.5(h) x 38(w) x 44.5(d)

Master Series Convection Oven, gas, double-deck, deep depth 43", (2) speed fan, Master 200 solid state controls with 1 hour timer, electric ignition, (2) speed fan, dependent 60/40 doors with windows, stainless steel front, sides & top, porcelain cavity, 24" cooking cavity height, with (6) chrome plated oven racks on 13-position rack guides, 6-1/2" legs, 160,000 BTU (Garland), UL, cUL, NSF.

_ (3) year limited parts & (3) year labor warranty, Door warranty (5) year limited parts except window

_ Natural Gas

_ NOTE: Contact factory for other connection options

_ (2) 120v/60/1-ph, 9.8 amps, NEMA 5-15P (3/4 HP motor), standard

_ Stainless steel removable drip pan, per deck

_ Low profile casters with front brakes (set of four) double deck ovens only

Model 1591502 Gas Flex Hose with quick disconnect includes restraining device, 3/4" N.P.T. x 60" (verify gas connection)

Model Quoting if not same as Specified _____

Unit Price \$ _____ Extended Price \$ _____

Item 3. Qty. 1 FRYER

Frymaster Model 21814GF Dimensions: 47.75(h) x 40(w) x 33.13(d)

Fryer Battery, gas, (2) 63 lb. capacity each, built-in filtration, oil conserving, tube-type design, electronic ignition, includes: rack-type basket supports, basket hanger & (6) twin baskets, drain safety switch, filter starter kit, 8 GPM pump, stainless steel frypot, door & cabinet sides, 238,000 BTU, CSA, NSF, ENERGY STAR®, Enerlogic®

- ☐ NOTE: Gas fryers CANNOT be curb mounted
- ☐ Natural gas (specify elevation if over 2,000 ft.)
- ☐ Digital Timer controller, deduct
- ☐ 120v/60/1-ph, 10 amps (controllers/filter), plug & cord
- ☐ External oil discharge (front option), available on built-in filter batteries of two more frypots or a frypot/spreader, front connection comes with 5ft washdown hose
- ☐ Model 8030002 Filter Powder, box of 80, 1 ounce packs
- ☐ Model 8030289 Filter Paper, 22" x 34", box of 100 sheets
- ☐ Model 8030429 Brush, L-shaped Tampico, 21" x 2" Diameter
- ☐ Model 1081872 Frypot Cover, full pot, 19-1/2" W x 21-3/8" D, stainless steel
- ☐ Model 8030197 Clean-Out Rod, 27" long (all models except FQ)
- ☐ Model 8061699 Quick Disconnect Hose, 1" gas line, 48" long (systems only)
- ☐ 6" casters (set of 4), standard

Model Quoting if not same as Specified _____

Unit Price \$_____ Extended Price \$_____

Item 4. Qty. 3 TILTING SKILLET BRAISING PAN

Cleveland Range Model **SGL40T1** Dimensions: 39(h) x 49.88(w) x 41(d)

PowerPan™ Tilting Skillet, gas, 40-gallon capacity, bead blasted cooking surface, 10° tilt cooking feature, with easy manual hand tilt, spring-assisted cover with vent, gallon & liter markings, stainless steel construction with open leg frame, unit shall continue to operate up and including 10 degree pan tilt, 200,000 BTU, CE, NSF

- ☐ 1-year parts & labor warranty, standard
- ☐ Extended Warranty, not to exceed 36 months from date of installation (K-12 Schools only)
- ☐ 10 Year Pan warranty (K-12 Schools only)
- ☐ Performance start-up included at customer request after equipment is installed
- ☐ Natural Gas
- ☐ 120v/60/1-ph, 1.4 amps, NEMA 5-15P, standard
- ☐ Standard controls, temperature control dial, LED ON indicator light, main power switch with standard and high power setting, standard
- ☐ Model TD2SK 2" tangent draw-off valve, front mounted left side
- ☐ Model PCS Pan Carrier, for floor models
- ☐ Model SPK13 Single Pantry Faucet, with 3/4" swing spout & mounting bracket, for T1 skillets, mounts on right side of unit (add 4.5" to width) (for SEL/SGL models)
- ☐ Model FSSK Food Strainer, 30 & 40 gallon, for braising pans

Model Quoting if not same as Specified _____

Unit Price \$ _____ Extended Price \$ _____

Item 5. Qty. 2 TILTING SKILLET BRAISING PAN

Cleveland Range Model **SGL30T1** Dimensions: 39(h) x 37.88(w) x 41(d)

PowerPan™ Tilting Skillet, gas, 30-gallon capacity, bead blasted cooking surface, 10° tilt cooking feature, with easy manual hand tilt, spring-assisted cover with vent, gallon & liter markings, stainless steel construction with open leg frame, unit shall continue to operate up and including 10 degree pan tilt CE, NSF, 125,000 BTU

☐ 1-year parts & labor warranty, standard

☐ Extended Warranty, not to exceed 36 months from date of installation (K-12 Schools only)

☐ 10 Year Pan warranty (K-12 Schools only)

☐ Performance start-up included at customer request after equipment is installed

☐ Natural Gas

☐ 120v/60/1-ph, 1.4 amps, NEMA 5-15P, standard

☐ Standard controls, temperature control dial, LED ON indicator light, main power switch with standard and high power setting, standard

☐ Model TD2SK 2" tangent draw-off valve, front mounted left side

☐ Model SPK13 Single Pantry Faucet, with 3/4" swing spout & mounting bracket, for T1 skillets, mounts on right side of unit (add 4.5" to width) (for SEL/SGL models)

☐ Model FSSK Food Strainer, 30 & 40 gallon, for braising pans

Model Quoting if not same as Specified _____

Unit Price \$ _____ Extended Price \$ _____

Item 6. Qty. 2 HD RANGE, 18" 2 OPEN BURNERS

Garland/US Range Model C1836-7 Dimensions: 36(h) x 18(w) x 38(d)

Cuisine Series Heavy Duty Range, gas, 18", Add-A-Unit, (2) 30,000 BTU burners, standard depth, 6" backguard, stainless steel front and sides, cabinet base, 6" adjustable legs, 60,000 BTU, CSA Flame, CSA Star, NSF (US Range)

☐ Two year limited parts and labor warranty, covers products purchased and installed in the USA only, standard

☐ Natural Gas

☐ 3/4" Rear gas connection, including end cap & cover (Consult spec sheet and specify)

☐ Model 2591999 Gas Flex Hose with quick disconnect includes restraining device, 3/4" N.P.T. x 60" (verify gas connection)

Model Quoting if not same as Specified _____

Unit Price \$ _____ Extended Price \$ _____

For Questions regarding Specifications, Contact:

*Jackson Public Schools District
Child Nutrition Department
Mr. Alvin Edney, Child Nutrition Director
101 Dr. Dennis Holloway Drive
Jackson, MS 39203
Phone: 601-960-8911
Email: aedney@jackson.k12.ms.us*

For general questions regarding instructions on the procedures for submitting proposals, contact:

*Jackson Public School District
Business Office
Attn: Bettie Jones
662 S. President Street
Jackson, MS 39201
Phone: 601-960-8799
Email: bjones@jackson.k12.ms.us*