

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).

Respectfully submitted,

COMPANY

ADDRESS

SIGNED

WRITE OUT
SIGNATURE

TITLE

DATE

IF THE VENDOR IS A CORPORATION, INDICATE THE STATE OF INCORPORATION; IF THE

(Proposal Form Continued ...)

The Board of Trustees of the Jackson Public School District (hereafter referred

[REDACTED]

(Proposal Form Continued ...)

Addenda: Vendor shall acknowledge the receipt of all addenda which were issued during the course of this formal bid. If specified in the text of the addenda, in addition to acknowledging receipt of the addenda below, the addenda may require additional information.

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.

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

IF MAILED:

Jackson Public School District
Business Office

IF DELIVERED:

Jackson Public School District

service as specified in these specifications without written authorization from

JPSD (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 JPSD a contract document is required to authorize

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 (manufacturer

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

specified. Careful preparation has gone into specifying items which meet JPSD defined needs and goals and alternatives to those are not solicited.

possible, Vendors are urged to quote on products and/or services as per the specifications listed. Consequently, bid proposals for "alternate" items as defined herein shall not be given consideration.

Pre-Bid Approval Of Items

Taxes

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

Grouping Of Items

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 JPSD 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

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 JPSD reserves the right to terminate the purchase order or contract and to purchase similar supplies, services, or furniture and equipment, on the open market or secure the manufacture, delivery, and installation thereof by contract or otherwise. The Vendor shall be charged with any cost occasioned by JPSD whether said cost is the same as originally accepted or any excess cost.

Damage To School Property

Any damage or loss to JPSD property caused by the Vendor shall be the responsibility of the Vendor.

Complying With Specifications

All material furnished must be in conformity with the specifications and shall be subject to inspection and approval by JPSD 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

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...

shall give all notices, pay all fees, and comply with all local city, state, and federal laws, codes, ordinances, rules, regulations, and orders.

conclusion of an order for supplies, services, or equipment. Vendor is to secure and pay for all...

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 JPSD.

JPSD Responsibilities

With regard to installation as per these specifications, it shall be the responsibility of JPSD 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 JPSD. 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.

JPSD shall allow Vendor access to any facilities involved in these specifications during normal business hours in compliance with JPSD's approved schedule. Upon written request from a Vendor, JPSD may consider special work hours if required.

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 the bid.

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 JPSD 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 Director of Internal Services, (601) 960-8796, 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; JPSD shall not be responsible for any interpretation of the documents other than as set forth in these specifications or in JPSD 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.

to enhance competitive bidding and that the award of all bids to the

The protest procedure shall be as follows, in the sequence as described:

1. Vendor shall submit a formal letter of protest to the Director of Internal Services with a copy being forwarded to the Superintendent of Schools and the Deputy Superintendent for Operations, explaining in detail the exact nature and reason(s) for the protest. The letter shall indicate precisely which item(s) on the bid and/or decisions made relative to the bid are being challenged, stating the protest reason for each.
2. The letter shall state the Bid Number, Bid Title, Bid Opening Date and Item Number(s) involved in the protest and shall be signed by the Vendor representative which signed the bid proposal document.
3. No verbal protest shall be acknowledged by JPSD and only written protests presented by the Vendor in the manner prescribed herein shall be considered.
4. A review committee shall be appointed by the Deputy Superintendent for Operations to review each valid protest by any Vendor which has adhered to the established procedure, and to render a decision regarding the protest expeditiously. The decision of review committee shall be made utilizing written evidence presented by the Vendor and the Director of Internal Services. At the discretion of the review committee the committee may conduct a hearing on the matter.

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