

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

PHONE

SIGNED

WRITE OUT
SIGNATURE

TITLE

DATE

IF THE VENDOR IS A CORPORATION, INDICATE THE STATE OF INCORPORATION; IF THE BIDDER IS A PARTNERSHIP, SHOW NAMES OF ALL PARTNERS.

(Proposal Form Continued On Following Pages...)

(Proposal Form Continued ...)

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, 661 South State 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 judgement 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, Section 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.

(Proposal Form Continued On Following Pages ...)

(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 required for the bid (e.g., pricing), in which case the Addenda 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 Addenda 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 ADDENDA (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 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.). 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.

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 JPSD. Should a return label not be included with the bid document, address the outside of the envelope as follows:

IF MAILED:

Jackson Public School District
Business Office
Attention: Charles P. Lowe
Director Of Internal Services
P. O. Box 2338
Jackson, Ms 39225-2338

IF DELIVERED:

Jackson Public School District
Business Office
Attention: Charles P. Lowe
Director Of Internal Services
661 South State Street
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.

Modification and Withdrawal Of Bids and Late Bids

Bid proposals should be verified before submission for accuracy and correctness, since JPSD 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 JPSD 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 JPSD; all changes shall be made prior to the bid opening on the document submitted to JPSD.

Acceptance and Award Of Bid Proposals

The Vendor's bid proposal, once submitted and accepted as a valid bid by JPSD, shall be deemed by both parties to constitute a legal and binding offer on the part of the Vendor to sell to JPSD as per the terms of the bid specifications, all products and/or services contained therein. Bid proposals are subject to acceptance by JPSD 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 JPSD, price and all other factors considered. The Vendor acknowledges the right of JPSD 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 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 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 JPSD 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.

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 judgement, 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 insure 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.

Alternate Items

Vendors are discouraged from offering alternate items for bid in lieu of specifications. "Alternate Items" shall be defined for purposes of this bid, to be those products which do not differ from what is specified simply because of a manufacturer and model number which is other than as specified, but rather

those products which generally are non-characteristic of the product as specified. Careful preparation has gone into specifying items which meet JPSP defined needs and goals, and alternates to these are not solicited. If at all 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

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

Consequently, Vendors agree to submit a single itemized invoice (original and duplicate) to JPSD, 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 items and/or performance of services, 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 JPSD reserves the right to terminate the purchase order or contract and to purchase similar supplies, services, or furniture and equipment, on the open market or secure the manufacture, delivery, and installation thereof by contract or otherwise. The Vendor shall be charged with any cost occasioned by JPSD whether said cost is the same as originally accepted or any excess cost.

Damage To School Property

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

Assemble and Set In Place

It shall be the Vendor's responsibility to furnish, deliver, completely assemble, set in place and where specified to completely install and make ready for operation to the satisfaction of JPSD 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 JPSD. 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 JPSD 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 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 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 JPSD. Any items which may be lost or damaged in transit from the manufacturer to JPSD shall be replaced or restored to the original good condition by the Vendor at no cost to JPSD, to the satisfaction of JPSD.

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, JPSD shall have the right to have such goods or services replaced by others conforming to the standard requirements and the entire expense be borne by the Vendor.

The Vendor shall agree to guarantee and warrant all equipment provided as a result of this 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

JPSD 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 JPSD 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 Internal Services, 661 South State 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, JPSD 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 JPSD, inspected and approved.

Liability and Relationship of Parties

The 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 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 JPSD, 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 JPSD 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 JPSD with regard to this formal bid, shall be deemed to be extensions of JPSD and therefore all terms and conditions in this bid document shall equally apply to said third parties just as they do to JPSD.

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 JPSD (or any agent acting in behalf of 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.

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 to complete a delivery or a project with an impending deadline. Likewise, if applicable, upon written request from the Vendor, JPSD 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 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 JPSD, shall be adhered to as closely as possible by the Vendor. There are situations in which it is very important to JPSD 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 were projected based on an established need and are stated in "good faith" by JPSD 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; JPSD 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 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.

Vendor Grievance Procedure

In accordance with JPSD policy this protest and grievance procedure shall be made a part of these formal bid specifications and the Vendor shall agree by the submission of a bid proposal to adhere to the procedure. Should a Vendor disagree with any aspect(s) of the competitive bid process, the nature in which the specifications are written, or deem any recommendation or decision regarding the award or denial of any or all items contained in the bid to be unfair, the Vendor must "show cause" for disagreement by adhering to the following established procedure. This procedure is intended to afford the Vendor an opportunity to register an objection in a standardized manner.

As a public institution it is the intent of the Board of Trustees of the Jackson Public School District (JPSD) to constantly remain in compliance with all state purchasing statutes, federal regulations as applicable and established board policies regarding the competitive bid process and to be fair to all participating vendors while adhering to the written specifications. It shall be the exclusive right of JPSD to determine which is the "lowest and best" bid offered, price and all other factors being considered. It is the policy of JPSD to insure that all written specifications are structured in such a manner so as

to enhance competitive bidding and that the award of all bids be done fairly and honestly, in good faith, and in the interest of the taxpaying public.

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.

The recommendation of the review committee shall be submitted to the Deputy Superintendent for approval. The Vendor of protest shall be informed of the decision of the review committee, in written form at the earliest possible date. The decision of the review committee as approved by the Deputy Superintendent for Operations shall be final.

This protest and grievance procedure shall govern any and all Vendor protests accruing from the date of the first publication or distribution date of bid specifications until one week prior to the date scheduled for the item(s) of protest to be presented to the Board of Trustees for approval. Vendors may call the Business Office - Director of Internal Services, (601) 960-8796, for information concerning the scheduled board meeting dates, times, and agenda.

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.

