NOTICE TO BIDDERS

Sealed Bids will be received by the Board of Trustees of the Greenville Public School District, Greenville, Mississippi, until 1:00 p.m. on Wednesday, January 6, 2016, in the office of the Business Manager of the Greenville Public School District, 412 South Main Street, Greenville, Mississippi for Bid #941-1 Heat Seal Lidding System.

At which time and place they will be publicly opened and read. Specifications can be picked up from the Business Office, or bidders can request specifications be sent to them via mail or email by contacting Mechelle Jones at 662-334-3105 or mjones@gville.k12.ms.us. Specifications and other information are open to public inspection at the office of the Business Manager. The Board of Trustees reserves the right to waive informalities and to reject any and all bids.

Dr. Leeson Taylor

_____

Superintendent of Schools

INSERT: December 22 & 29, 2015

Bid #941-1
HEAT SEAL LIDDING SYSTEM

SPECIFICATIONS

Easy to use film lidding machine that can seal approximate100 different hot and cold trays

Containing

- Tamper evident packaging
- Air tight, water tight seals
- Hot and cold packaging options
- Variety of hot and cold tray options
- 1, 2, and 3 compartment configurations with standard school size portions
- Custom design capabilities

Simple, Safe and Efficient

- Factory set digital temperature display
- Precision temperature control
- Stainless steel guards and covers to enclose all pinch points and open areas
- Interior mounted wiring
- All bearings interior mounted and self-lubricating
- Seals approximate 36+ trays per minute
- Ability to easily switch tray sizes/film

Sealing Plates

- Constructed of aluminum plate stock non-gasketed to each specific tray configuration or equivalent
- Each plate anodized to prevent corrosion
- Sealing plates at least ¾" thick
- Primer plate constructed of aluminum plate stock, non-gasketed or equivalent

Tray Style

- Cold and hot tray options
- Portion, entrée, box lunch, sandwich, salad, hoagie, vending and specialty tray styles
- 1,2, 3 compartment tray configurations for both cold and hot trays

Film

- Swing-out film arm to prevent premature film activation
- Adjustable film tensioners

Shipping/Delivery

- Provide direct shipping

Installation/Training

- Onsite customized training/installation

GREENVILLE PUBLIC SCHOOL DISTRICT
BOARD OF TRUSTEES
412 SOUTH MAIN STREET-ZIP 38701
POST OFFICE BOX 1619 - ZIP 38702
GREENVILLE, MISSISSIPPI

PHONE: (601)334-7000
FAX: (601)334-7021

I, we, propose to furnish and deliver the items as listed in the proposal form according to your specifications and quantities at the indicated prices with no deviations. These prices are guaranteed
from _____ until _____ .

Both unit price and total price have been submitted with the understandings that we will be responsible for making complete delivery accordingly. We further agree not to request permission to withdraw our quotation after bids have been publicly opened.

This proposal consists of Proposal Form, Condition and Specifications. We understand each form is to be signed as required and unless this has been done, our bids may be considered incomplete and rejected therefore.

REQUEST FOR PROPOSAL

RFP OPENING SCHEDULE

RFP NUMBER: _____

RFP TITLE: _____

RFP OPENING DATE: _____

RFP OPENING TIME: _____ (Local Prevailing Time)

VENDOR NAME : _____

_____

CONTACT PERSON: _____

SIGNATURE: _____

VENDOR TELEPHONE NO: _____

VENDOR FAX NO: _____

PROPOSED PRICE: _____

INSTRUCTIONS TO BIDDERS

The Board of Trustees of Greenville Public School District (hereinafter referred to as "GPSD") is soliciting sealed, written formal bid proposals from qualified vendors (hereinafter 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 GPSD, in the Office of the Business Manager of the Greenville Public School District, 412 South Main Street, P. 0. Box 1619, Greenville, Mississippi 38702-1619, until the time specified on the Formal Bid Proposal sheet (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 Office of the Business Manager of the Greenville Public School District on or before the date and time specified.

GPSD 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 GPSD 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. GPSD 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. GPSD shall make no discrimination on the basis of race, sex, color, creed, religion or national origin, in either the product evaluation process or in transacting business with Vendors or Vendor representatives.

GPSD 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, the Vendor agrees not to request permission to withdraw the quotation after bids have been publicly opened for this period of time.

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

GENERAL INSTRUCTIONS AND CONDITIONS

Preparation of Bid Proposal

Vendors shall adhere to all of the General 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 any and/or all portions of the bid.

The entire bid proposal, including Bid Proposal Form, General Instructions and Conditions, Detailed Specifications and any other information contained herein must be returned to GPSD. Any items the Vendor does not wish to bid on should be marked as "No 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 agent of the firm.

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.

Prices must be stated in units specified herein; i.e. in the units of measure indicated (per each, , dozen, case, etc.) GPSD reserves the right to contact Vendors for information concerning the units of measure for which prices are given. Each bid proposal shall indicate the contact person for the Vendor.

Submission of Bid Proposals

Bids, once completed should be placed in an opaque envelope with the Vendor name, bid number and statement "Bid on _____" as they appear on the Bid Proposal Form, written on the envelope. A responsible agent of the Vendor must sign the attached Formal Bid Proposal, 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 GPSD.

Modification and Withdrawal of Bids and Late Bids

Bid proposals should be verified before submission for accuracy and correctness, since GPSD 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 by the Vendor, if received in the Office of the Business Manager prior to the time set for opening as given in the Formal Bid Proposal. No oral telephone withdrawals shall be accepted. Any and all bids received after the bid opening date and time indicated on the Formal Bid Proposal shall be refused and marked "Late Bid" and returned to the Vendor, unopened. No formal bid proposals may be "faxed."

Acceptance and Award of Bid Proposals

The Vendor's bid proposal, once submitted and accepted as a valid bid by GPSD, shall be deemed by both parties to constitute a legal and binding offer on the part of the Vendor to sell to GPSD as per the terms of the bid specifications, all products and/or services contained therein. Bid proposals are subject to acceptance by GPSD 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 for a maximum period as indicated on the Formal Bid Proposal. GPSD reserves the right to reject any bid containing price quotations for a period of time less than that indicated on the Formal Bid Proposal.

Award of contract shall be made to the responsible Vendor whose bid, conforming to specifications, is deemed to be the lowest and best to GPSD, price and all other factors considered. The Vendor acknowledges the right of GPSD 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 GPSD (i.e. a duly authorized and 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 duly authorized purchase order, which shall be deemed acceptance of the bid proposal offer made by .the Vendor, for any items and/or services approved by the Board of Trustees and awarded as a result of this bid. However, if in the opinion of GPSD a contract document is required to authorize the award of the bid, Vendor agrees to sign all such contract documents as may be required in the written specifications. NOTE: If Vendor policy requires that GPSD 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. Any such sample shall be clearly marked "Sample." GPSD reserves the right to modify any provisions of any Vendor contract documents.

Bid Preference

In accordance with Section 31-7-47 of the Mississippi Code of 1972, Annotated, any Vendor domiciled in a state having laws granting preference to local contractors is required to include as part of the bid proposal, any bid preference-law which would be applied to a Mississippi company bidding in the domicile of the Vendor. Resident contractors actually domiciled in Mississippi, be they corporate individuals or partnerships, shall be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state or domicile of the nonresident. GPSD reserves the right to reject the bid or terminate any contractual obligations to the Vendor for the failure of the Vendor to include bid preference information as a part of the bid proposal. In the event of such rejection of bid or termination of contractual obligations, the Vendor shall be liable for any costs associated with the failure to notify GPSD of any bid preference.

No Response to Bid Proposals

Any Vendor not responding in writing to bid proposals shall be removed from the list of bid vendors. Any Vendor wishing to remain on the list of bid vendors but who does not wish to bid on the current bid proposal should return only the Formal Bid Proposal (first page of the bid information) marked "NO BID ~ Please Leave Name on List of Bid Vendors."

Rejection of Bid Proposals

GPSD 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, improper financial responsibility of the Vendor, instances in which Vendor offered references were checked with resulting negative connotations, etc. GPSD reserves the right to accept the "lowest and best" bid; which in their judgment, assures GPSD the product(s) or service(s) having the best performance and the highest level of function, quality and value. GPSD reserves the right to reject any item on which the Vendor does not indicate on the "Quoting On" line the item on which a quotation is submitted, exactly what is being offered, due to the fact that what is being offered may not be clearly identified and comparable 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 GPSD approved equals-, GPSD 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 or 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 sample of the proposed item. In the event submission of a sample is not possible, a manufacturer's published description, catalog or other descriptive document, explaining in detail exactly what is being proposed shall be included. Likewise, any sample or 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 it 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 hi one of the following manners:

(a) Bound Volume of Pages - for each item, a picture and detailed product specifications (for the exact manufacturer and model number proposed) shall be posted on an 8 1/2" x 11 " sheet of paper bound in a cover with the Vendor's Name on the outside of the cover. The item number and item name as fisted in the Detailed 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. Preferable, 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 and Vendor item number (if applicable) in the catalog corresponding to the item being proposed. GPSD 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 item number and name as they appear in the Detailed Specifications. Failure to provide such documenting evidence to support any such item offered and/or any significant product deviations may result in rejection of and/or all of the items bid.

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. Consequently, bid proposals for "Alternate Items" as defined herein shall not be given consideration.

Vendor Preference

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 services, 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.

Taxes

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

Grouping of Items

No grouping of items shall be allowed unless otherwise defined in the Detailed Specifications. 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 GPSD to group items offered for bid. 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; 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 GPSD shall make remittance in a single lump sum payment following satisfactory delivery of all items listed on the purchase order or 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. GPSD 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 GPSD, Office of the Business Manager, Post Office Box 1619, Greenville, Mississippi 38702-1619, following the delivery of all items and/or performance of 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 invoices 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 in the Office of the Business Manager for the complete order or contract, whichever occurs last.

Delivery Instructions

Unless otherwise indicated in the Detailed Specifications, delivery is to be made to multiple locations within, the school district. Vendor agrees to adhere to delivery schedules, as may be requested in the Detailed 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 GPSD 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 from the next highest bidder; such decision shall be solely at the discretion of GPSD.

Damage to School Property

Any damage or loss to GPSD 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 GPSD personnel, at full cost to the Vendor, 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 GPSD all items offered for bid in these specifications, at the expense of the Vendor. All Vendor personnel shall be legally licensed and fully qualified in the performance of the various areas of installation expertise.

Removal of Debris

Where applicable, 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 GPSD 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 GPSD. Any items which may be lost or damaged in transit from the manufacturer to GPSD shall be replaced or restored to the original good condition by the Vendor at no additional cost to GPSD, to the satisfaction of GPSD.

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 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 GPSD, inspected and approved.

Liability and Relationship of Parties

The Vendor shall, and hereby does, indemnify and hold harmless GPSD 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 the Vendor. Without limiting the generality of the foregoing sentence, as it related 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) or either, or any other party acting as an agent of the Vendor or manufacturer) shall hold GPSD, its officers, agents, servants and employees harmless from liability of any nature or kind whatsoever against the publisher or author, manufacturer or agent for the use by GPSD 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 architect, consulting engineer or other defined agents acting in behalf of GPSD with regard to this formal bid, shall be deemed to extensions of GPSD and therefore all terms and conditions in this bid document shall equally apply to said third parties to the same extent as they do GPSD.

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 GPSD (or any agent acting in behalf of GPSD) 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 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 GPSD.

Quantities To Be Purchased

If applicable, all quantifies indicated in this bid are projections based on an estimated need and are stated in "good faith" by GPSD and represent known quantifies which may be purchased via this bid. However, no information contained in .this bid shall obligate GPSD to purchase quantities listed.

Should questions arise or ambiguities exist regarding any part or parts of the specifications as published, the Vendor shall notify the Office of the Business Manager, (601) 334-7000, at least five (5) calendar days prior to the published bid opening date, in order that a written clarification (addendum) from the Office of the Business Manager 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. Interpretations of and subsequent modifications to these specifications shall be made by addenda only; GPSD shall not be responsible for any interpretation of the documents other than as set forth in these specifications or in GPSD authorized written and published addenda.

Should ambiguities exist between the bid General Instructions and Conditions and the Detailed Specifications which follow, the Detailed Specifications shall prevail and shall be taken to be the correct interpretation for this bid.

Exception To The General Instructions and Conditions and/or Detailed Specifications

The Vendor when through a voluntary and independent action, places the signature on the proposal fully agrees to accept and comply with all General Instructions and Conditions and all other requirements defined in the Detailed Specifications. Should the Vendor take exception with any part(s) of these General Instructions and Conditions, or any part(s) of the Detailed 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.