**Visual and Performing Arts**

**BID DUE DATE AND TIME**

**08/04/25**

**12 pm**

**EMAIL BIDS TO:**

**Jonesboro Public School**

**Attention: Monroe Pointer**

#  Email:Monroe.pointer@jonesboroschools.net

**Checklist of Materials to Be Returned**

Please ensure that the bid is returned completed with all required components and attachments.

* **Representative Signature Page**
* **Debarment and Suspension Form with signatures (Attachment A)**
* **Anti Lobbying Form with signatures (Attachments B and C)**

# Bid Sheets

**Signatures:**

Representative’s signature communicates a clear understanding of the “Bid Instructions And Conditions” and authorizes their acceptance if awarded the bid on behalf of the Vendor represented.

 **Bid Submitted by:**

 Company Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Prepared by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Billing Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Representative**

**I attest that I am a duly authorized representative of the company listed.**

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE\_\_\_\_\_\_\_\_\_\_\_\_

**Equipment BID** *2025-2026*

**Jonesboro Public School**

**870-933-5800**

**2506 Southwest Square, Jonesboro, AR 72401**

**BID INSTRUCTIONS AND CONDITIONS**

**Bid Instructions:**

*Jonesboro Public School*  **is inviting distributors to submit bids in response to this solicitation**

Bids for Equipment as specified below, will be accepted until 12:00 p.m. 08/04/25

**Bid Evaluation:**

Bids will be awarded by the Monroe Pointer at 08/04/25 at 1pm. Bids awarded will be to the most advantages vendor based on price. The following criteria must be included in the bid: product price, delivery cost, and installation cost.

**TERMS AND CONDITIONS:**

**Bid Format:**

Any statement in this document that contains the word "will", "must", or "shall" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected.

All bid pricing must be United States dollars and cents. Bids will only be accepted in the English language.

**Cost:**

All charges should be included in the Official Bid Price Sheet(s) which includes all associated costs (including but not limited to delivery, freight, etc.) for the goods or services being bid. Do not include sales taxes in the unit prices. Bid pricing should be valid for 30 days following the bid opening to allow sufficient time to tabulate and evaluate bid responses.

**Scope:**

Blodgett (or equivalent) Gas only Combi Oven with ROmate Storage Tank (or equivalent) (Specs Attached)

**Delivery:**

FOB Destination: Visual & Performing Arts

Deliver to: 1804 Hillcrest Drive, Jonesboro, AR 72401

The School District requests delivery within 30 calendar days after receipt of the order. If the delivery schedule cannot be met, the bidder must state the number of days required to deliver the product. Failure to state the delivery time in the bid obligates the bidder to complete delivery by the school's requested date. All deliveries must be made during normal work hours. The vendor shall give the school immediate notice of any anticipated delays or shutdowns that will affect the delivery requirement. Lost or damage that occurs during shipping, prior to the order being received by the school, is the vendor's responsibility. All orders should be properly packaged to prevent damage during shipping.

**Payment and Invoicing:**

All invoices shall be forwarded to:

Jonesboro Public School

2506 Southwest Square, Jonesboro, AR 72401

Payment will be made in accordance with applicable school accounting procedures upon acceptance by the School District. Payment will be made only after the vendor has successfully fulfilled and delivered the goods/services purchased. Itemized invoices are required.

**Recordkeeping:** Any and all documents, books, records, invoices, and/or quotations of SFA’s purchases shall be made available, upon demand, in an easily accessible manner for a period of at least five (5) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the SFA, state, and federal representatives and auditors in accordance with federal regulations. Selected Prime Vendor must ensure any such records held by a subcontractor are likewise subject to these provisions.

**Debarment and Suspension documentation**: In accordance with Executive Orders 12549 and 12689, 2 CFR Appendix II to Part 200(H) A contract award (see [2 CFR 180.220](https://www.ecfr.gov/current/title-2/section-180.220)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](https://www.ecfr.gov/current/title-2/part-180). (See Attachment A)

**Rights to Inventions:** If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 (a)](https://www.ecfr.gov/current/title-37/section-401.2#p-401.2(a)) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](https://www.ecfr.gov/current/title-37/part-401).

**Termination for Convenience**: The School District may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the School District. The School District shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the School District be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**Termination for Cause:** If the Contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the Contractor violates any terms of this contract, the School District shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

A. The School District will provide notification of termination for cause in writing. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Contractor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the Termination Notice; and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the School District with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity to "cure" shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The School District will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of School District operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.

B. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the School District for damages sustained by virtue of any breach of this Contract by the Contractor.

Breach: A party shall be deemed to have breached the contract if any of the following occurs:

A. Failure to perform in accordance with any term or provision of the contract.

B. Partial performance of any term or provision of the contract

C. Any act prohibited or restricted by the contract, or

D. Violation of any warranty

Contractor Breach: The School District shall notify the Contractor in writing of a breach.

A. In event of a breach by Contractor, the School District shall have available the remedy of actual damages and any other remedy available at law or equity.

B. In the event of a breach, the School District may assess liquidated damages.

Partial Default: In the event of a breach, the School District may declare a partial default.

Contract Termination: In the event of a breach, the School District may terminate the contract immediately or in stages. The Contractor shall be notified of the termination in writing by the School District. Said notice may specify either that the termination is to be effective immediately, on the date certain in the future, or that the contractor shall cease operations under this contract in stages. In the event of a termination, the School District may withhold any amounts which may be due the Contractor without waiver of any other remedy or damages available to the School District at law or equity.

School District Breach: In the event of a breach of contract by the School District, the Contractor shall notify the School District in writing within 30 days of any breach of contract by the School District. Said notice shall contain a description of the breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the School District’s breach. In no event shall any breach on the part of the School District excuse the Contractor from full performance under this contract. In the event of breach by the School District, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the School District written notice and opportunity to cure as described herein operates as a waiver of the School District’s breach. Failure by the Contractor to file a claim before the appropriate forum in Arkansas with jurisdiction to hear such a claim within one (1) year of the written notice of breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties that this provision establishes a contractual period of limitations for any claim brought by the Contractor.

**Assurance Statement**

FNS Guidance 113-1 Appendix B(D)(1)(c):

 "The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.”

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

# COMBI OVEN, GAS (or Equivalent)

# 1 each-Blodgett (Middleby) Model No. BX‐14G SGL

# Combi Oven Steamer, gas, boilerless, (14) 12" x 20" full size hotel or

# (7) 18" x 26" full size sheet pan capacity, Steam‐on‐Demand & Vario

# Steam, 4‐speed fan, core temperature probe, glass door, dual stage

# door latch, programmable manual control capable of storing 100

# recipes, (7) wire shelves, retractable hose reel, stainless steel front,

# sides, top & back, floor stand with rack supports, 65,000 BTU, 1/2 HP,

# cETLus, NSF

# 1 each-1 year parts & labor warranty, standard

# 1 each-Natural gas

# 1 each-15v/60/1‐ph, 12.0 amps, NEMA 5‐20P, standard

# 1 each-W1ater manifold with regulator 305.00

# 1each-Casters, 6‐1/2", for use with stands, two with brakes, set of 4 395.00

# 1 each-Everpure EV997076 MRS Reverse Osmosis System, MRS‐225BL, (1) 6TO‐

# BW granular activated carbon cartridge, reduces chlorine, taste & odor,

# (1) MR‐225 mineral reduction cartridge, (1) BW‐4400 cartridge, inlet

# pressure gauge, outlet pressure gauge, wall mount, 225 gpd, 3/8"

# inlet, 3/8" outlet (EV997076)

# 1 each-Everpure 115v/60/1‐ph, NEMA 5‐15P, standard

# 1 eaac-Everpure 34681 Pentair ROmate 30 Reverse Osmosis Storage Tank,

# 44"H x 16"D, 8.7-gallon capacity, hydro pneumatic tank, built‐in union

# connection, 1" male NPT inlet & outlet connections, seamless

# composite construction, lead‐free

# PRICE INCLUDES FREIGHT, DELIVERY AND SETTING‐IN‐PLACE OF OVEN WITH

# ALL UTILTY CONNECTIONS AND REVERSE OSMOSIS INSTALLATION BY

# OTHERS.

# ATTACHMENT A: SUSPENSION AND DEBARMENT CERTIFICATION

UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

**Lower-Tier Transaction**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

**(Before completing certification, read instructions on next page.)**

1. The prospective lower-tier participant certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

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Distributor Name PR/Award Number or Project Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name(s) and Titles of Authorized Representative(s)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signatures Date

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this bid is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,* as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions,* without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely on a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.