



Invitation for Bid

24-Month Supply of Asphaltic Paving Materials

Infrastructure Management Division, Department of Public Works

City of Jackson, Mississippi
IFB # 74505-102726

IFB SUMMARY: The City of Jackson's Infrastructure Management Division in the Department of Public Works is seeking a 24-month contract with an asphaltic materials supplier for street paving.	
NIGP CODE:	74505
IFB ISSUE DATE	October 08, 2026
PROPOSAL DUE DATE	Bids will be accepted by the City of Jackson until 3:30 PM CT on October 27, 2026. Bids submitted after the deadline will <u>NOT</u> be considered.
PROPOSAL SUBMISSION PROCESS	You may submit your bids electronically through PH Bidding or in hardcopy form. For <u>electronic submissions</u>, bids may be submitted via PH Bidding: www.jacksonmsbids.com. Electronic submissions shall be the complete original (non-redacted) version of the bid including all attachments in a searchable format, preferably in Microsoft Word® or Portable Document Format (PDF®) and labeled accordingly. For <u>hardcopies</u>, bids shall be submitted in a sealed envelope or box. The exterior of the sealed envelope or box shall be clearly labeled "24-Month Supply of Asphaltic Paving Materials (Bid #74505-102726) to be opened October 27, 2026, at 3:30 PM Central Daylight Time" and include the bidder's business name.

	As required in MS Code § 31-3-21, all bids submitted for public or private projects where the bid is in excess of Fifty Thousand Dollars (\$50,000.00) shall contain on the outside or exterior of the envelope or container of such bid the contractor's current certificate of responsibility number. Please submit your signed bid: 1. By <u>mail</u> to Jackson City Clerk's Office: P. O. Box 17, Jackson, MS 39205 -OR- 2. By hand <u>delivery</u> to Jackson Municipal Clerk's Office/City Hall located at 219 South President Street, Jackson, MS 39201, (601) 960-1035. For additional instructions and details on the proposal submission process, consult Section 2.2 ("Submission Process") of the IFB.
IFB WEBSITE	Electronic copies of the IFB may be found at one of the following websites online: 1. City of Jackson: https://www.jacksonms.gov/bid-opportunities 2. State of Mississippi: https://www.ms.gov/dfa/contract_bid_search/Bid If necessary, the bid package with specifications can also be secured from the Purchasing Division located at: Warren Hood Building, 200 S. President St., Room 604, Jackson, MS 39201, (601) 960-1028.
OFFICIAL IFB CONTACT	For additional information regarding specifications, contact: James Caldwell Infrastructure Manager Infrastructure Management Division Department of Public Works 200 S. President St. jcaldwell@city.jackson.ms.us 601-960-1181 For additional questions on the IFB submission process or to request access to the digital bid templates, please contact:

	The Purchasing Division Department of Finance & Administration Warren Hood Building 200 S. President St., Room 604 Jackson, MS 39201 (601) 960-1028
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1. Scope of Work and Requirements

1.1. Detailed Description of Materials

The City of Jackson's Infrastructure Management Division in the Department of Public Works is seeking a 24-month contract with an asphaltic materials supplier for paving city streets. The following table details the materials being requested under this term bid and the estimated quantities to be purchased throughout the term of the contract. All materials provided to the City of Jackson must comply with the [Mississippi Department of Transportation's Standard Specifications for Road and Bridge Construction](#).

Please also carefully review *Section 4.7.13.3 Material Adjustment* to understand how the City of Jackson will consider adjustments to accommodate for the fluctuation in prices for petroleum-based products.

The amount ordered may be over or below the estimated usage stated below. This Invitation for Bid (IFB) does not in any way guarantee an amount to be ordered. A Purchase Order (PO) will be issued for the materials required by the using Department.

Table A		
Item	Description	Estimated Usage
1	Asphaltic Black Base Course	1,000 tons
2	Asphaltic Binder Course	100 tons
3	Asphaltic Wearing Course, Type "C", Mix A	25,000 tons
4	Asphaltic Cold Mix Material (Gravel & Sand)	200 tons
5	Asphalt Emulsion (SS#1 Tack)	10,000 gallons
6	Plant Mix Bituminous Base Course (BB-1)	1,000 tons
7	Hot Bituminous Pavement, Binder Course (BC-1)	1,000 tons
8	Hot Bituminous Pavement, Surface Course (SC-1)	2,000 tons
9	Cationic Emulsified Asphalt, Grade CRS-2	20,000 gallons
10	Asphaltic Sealer (Rubber Joint Sealer)	30,000 lbs.

1.2. Award Terms

Contract Duration:	Start Date: Upon Councilman Approval End Date: October 31, 2028
Contract Terms:	24-months
Contract Type:	Fixed-Term

1.3. General Requirements

1.3.1. Seller Qualifications

The winning vendor is responsible for ensuring that it can provide the necessary materials to the City of Jackson as requested in Table A located in *Section 1.1 Detailed Description of Materials*. Furthermore, the winning vendor must be able to provide materials that meet the required material specifications laid out in the [Mississippi Department of Transportation's Standard Specifications for Road and Bridge Construction](#).

1.3.2. Pick-Up Requirements

Items should be picked up from the plant location in such quantities and at such times as may be needed during the 24 months as stated in the award terms. In addition, the Vendor shall allow Saturday pick-ups upon two (2) days' notice.

2. Submission Instructions

2.1. Format

- I. You are required to **send one (1) original and six (6) copies** of all information being submitted. You are also required to sign your documents. This includes your bid form, completed and any information you submit with your bid (research data sheets, booklets, pamphlets, etc.), or your bid may be considered non-responsive. Your bottom-line bid price must be submitted on the form provided by the city in *Section 5.1 Proposal Form* unless otherwise instructed. If more than one complete bid is submitted per a delivery envelope, it will not be accepted as an official bid.
- II. *Section 5.1 Proposal Form* and *Section 5.2 Proposer Contact Information* must be returned if you submit a bid and any required/mandatory documents (example: bids having more than one bid section, parts, pages, or a checklist) unless otherwise instructed.
- III. The instruction and specification sections should not be returned with your bid proposal forms. They are yours to keep.
- IV. Proposal forms must be legibly handwritten or typed. If not, they will be considered non-responsive. Errors or corrections must be crossed out and changes must be printed in ink or typewritten. All changes must be initiated in ink by the person signing the bid.
- V. The unit price will always govern in determining the extended price or the total price. Therefore, please review your prices carefully before submitting your bid. No bid shall be altered or amended after the specified time for bid opening or once delivered.
- VI. The manufacturer's name and model must be stated when required for each item. Any item without this information may not be considered.
- VII. Do not submit prices for more than one product, or the same product per item. This means only one product, one size, and price per bid form as specified in the package.
- VIII. Alternate bids are not acceptable unless submitted in a separate sealed routing envelope, and in no way concealed in a delivery envelope. Alternate bids may be submitted but will not necessarily be accepted by the city. The city reserves the right to determine whether an alternative being offered is equivalent to and meets the standard or the specifications. All bids submitted must be on the bid proposal forms (*Section 5.1 Proposal Form* and *Section 5.2 Proposer Contact Information*) furnished by the city or copies thereof. Otherwise, it will not be considered.

- IX. Any bid received with limiting or conditional requirements will automatically be deemed non-responsive (example: all or none; all items must be ordered at the same time, specified amount to be ordered, no notation or other packaging pricing below the submitted price).
- X. Facsimile-transmitted proposals or other documents are not acceptable.
- XI. All one-time awards must be valid for a minimum of 90 days from the bid opening date. All term bids must be valid for the duration of the terms defined in the proposal for each bid. Vendors may not withdraw a bid prior to the end of 90 days, or the stated terms of said bid. Vendors who do not comply with this requirement shall be considered non-responsive.

2.2 Bid Submission Instructions

Vendors responding to this IFB shall submit their bids in either physical hardcopy or electronic form. **All bids (both electronic and physical hard copies) MUST be received no later than 3:30 PM Central Daylight Time, on October 27, 2026.** Bids submitted after the deadline will **NOT** be considered.

Electronic Submission:

If submitting an electronic copy, submit your documents through PH Bidding at the following site: www.jacksonmsbids.com . For any questions relating to the electronic bidding process, please call PH Bidding at 662-407-0193.

Electronic submissions shall be the complete original (non-redacted) version of the bid including all attachments in a searchable format, preferably in Microsoft Word® or Portable Document Format (PDF®) labeled accordingly.

If the bid contains confidential or trade information, one (1) additional confidential or trade electronic copy of the complete bid, including all attachments shall be submitted in a searchable format, preferably in Microsoft Word® or Portable Document Format (PDF), shall be labeled CONFIDENTIAL, and shall redact the confidential or trade information only.

Hardcopy Submission:

All physical hard copies shall be submitted following the instructions below. Please submit your signed bid:

- a. **If by hand delivery:**
City of Jackson
Office of the Municipal Clerk
219 South President St.
Jackson, Mississippi 39201

b. If by mail:

City of Jackson
Office of the Municipal Clerk
P.O. Box 17
Jackson, Mississippi 39205-0017

3. Selection Criteria

- I. Bid openings will be conducted and open to the public. However, note, they will serve only for the opening, and reading of the price in no way determines an award.
- II. The award will be made to the lowest price bid that meets all minimum requirements of the Invitation for Bid.

4. Terms and Conditions

ALL VENDORS ARE URGED TO READ AND UNDERSTAND THESE TERMS AND CONDITIONS PRIOR TO SUBMITTING A BID.

4.1. Disclaimer

The City and its advisors have, to the best of their knowledge, represented information and data that are current and applicable to this IFB. The City is providing the information contained herein as a courtesy to the Offerors. The City and its advisors neither guarantee nor warranty that the information contained in this IFB or referenced documents is accurate and complete. The City and its advisors are not and will not be liable for omissions or errors contained in this IFB. It is the Service Offerors responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its own due diligence.

4.2. Confidentiality

The contents of responses/bids to this IFB shall not be discussed or shared outside the submittal process with any other Offerors and/or potential Offerors regarding the services to be offered or fees associated with the operation or implementation of the services described in this IFB. Any violation of this Section shall result in the immediate disqualification of the offending Offerors proposal.

4.3. Proposal Guidelines and Instructions

4.3.1. Errors in Bids

The City will not be liable for any errors in Bids. Bids may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The City may waive minor irregularities and request Offerors(s) cure such irregularity, but such waiver will not modify any remaining IFB requirements. A minor irregularity means that the defect is immaterial or inconsequential as to price, quantity, quality, or delivery when contrasted with the total costs or scope of the services being provided.

4.3.2. Bid Withdrawal Procedure

Bids may be withdrawn up until the Submission Date. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to provide the services set forth in the bids or until one of the bids has been accepted and an agreement has been executed between the City and the successful Offerors.

4.3.3. Proposer Certifications

By submitting a Bid, each Offerors certifies under penalty of perjury that:

- a. Its submission is not the result of collusion or any other activity that would tend to influence the selection process directly or indirectly; and
- b. The Offerors is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- c. Offerors certifies all statements in the response are true; and
- d. Neither Offerors, its employees, nor any affiliated firm providing the requested goods and services has any actual or potential conflict of interest with any City officers or employees relating to this solicitation.

4.3.4. Estimated Quantities

If the solicitation results in an indefinite quantity, the goods and services requested by the City may be less than the maximum value of the Agreement and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Agreement.

4.3.5. No Commitment

Neither the submission of a Bid nor the City's receipt of Bid materials confers any right to the Offerors nor any obligation on the City. This IFB does not commit the City to award a contract, nor will the City defray any costs incurred in preparing Bids or participating in any presentations or negotiations.

4.3.6. Reservation of the Rights of the City

The award of this project is subject to the availability of funding. The City reserves the right to request clarification of information submitted and to request additional information from one (1) or more Offerors. The City of Jackson reserves the right to reject all Bids where the Offerors takes exception to the terms and conditions of the IFB and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of the City of Jackson in any required contractual term(s) and provision(s) set forth in this IFB.

The City of Jackson reserves the right to amend the contents of this IFB by Addendum as it deems necessary. It is the responding Service Provider's/Offerors sole responsibility to monitor the City of Jackson's

website for amendments to this IFB to ensure that their response is pursuant to the amended IFB, if applicable.

The City reserves the right to negotiate the Contract for the project with the next most qualified Offerors if the first choice does not agree to the terms of a Contract after submission of the Contract to the Service Provider. The City reserves the right to negotiate all elements of work that comprise the selected proposal.

The City reserves the right, after opening the Bids, or at any other point during the selection process, to reject any or all Bids, modify or postpone the proposed project, evaluate any alternatives offered, or accept the proposal that, in the City's sole judgment, is in its best interests.

The City reserves the right to terminate the Contract if the selected Offerors fails to begin to perform the work described herein within ten (10) days after the City gives the selected Offerors a written notice to proceed.

4.3.7. Selection

At any time in the evaluation process, the City may request clarifications from Offerors.

4.3.8. Determination of Responsiveness

A responsive proposal conforms to the instructions set forth in this solicitation and any modifications to it. Non-responsive proposals will be rejected. The City, in its sole discretion, may waive nonconsequential deviations if the deviations cannot have provided an advantage over other Offerors.

4.3.9. Determination of Responsibility

The City will make a determination of the responsibility of any Offerors under consideration for award, taking into consideration matters such as the Offerors compliance with public policy and laws, past performance, fiscal responsibility, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities. The City will notify any Offerors in writing what was found non-responsive and allow the finding to be contested.

4.4. Contract Award

4.4.1. Contract Negotiations

Once a decision has been made to award a contract to one or more Offerors, the City will post a Notice of Intent to Award. Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. The award, if made, will be to the responsive, responsible Offerors offering the overall best value to the City for the services and goods

described in this solicitation, or as applicable, for a specific portion of the services and goods described.

4.4.2. Work is Not Authorized Until Bid is Accepted

After the bid has been accepted by the City Council, the City will notify the Offerors and performance may proceed. Prior to the acceptance of the bid, no City employee may order materials. Any materials provided prior to that time may be uncompensated.

4.5. Protests

Protests that do not comply with the protest procedures outlined below will be rejected.

4.5.1. Protest Format, Eligibility and Address

- a. Protests or objections may be filed regarding the contract award.
- b. The City will only review protests submitted by an interested party, defined as an actual or prospective offer or whose direct economic interest could be affected by the City's conduct of the solicitation.
- c. Submit protests to the City via email to James Caldwell, Infrastructure Manager, Public Works at jcaldwell@city.jackson.ms.us.
- d. Issues related to the protest will be reviewed by the City Legal Department.

4.5.2. Protest Deadlines

Submit protests within 10 days of the acceptance of the bid. The date of filing is the date the City receives the protest unless received after 5 p.m. CST, or on any day other than a Business Day, in which case, the date of filing will be the next Business Day.

FAILURE TO FILE BY THE RELEVANT DEADLINE CONSTITUTES A WAIVER OF ANY PROTEST ON THOSE GROUNDS. SUPPLEMENTAL MATERIALS FILED AFTER THE RELEVANT DEADLINE SHALL BE REJECTED BY THE CITY.

4.5.3. Protest Contents

The letter of protest must include all the following elements:

- a. Detailed grounds for the protest, fully supported with technical data, test results, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
- b. The law, rule, regulation, ordinance, provision, or policy upon which the protest is based, with an explanation of the violation.

4.5.4. Reply to Protest

The City will send a written response to the protesting party and to any other party named in the protest within a reasonable time.

4.5.5. No Stay of Procurement Action During Protest

Nothing in these protest requirements will prevent the City from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

4.6. Public Records

4.6.1. General

- a. All bids, protests, and information submitted in response to this solicitation will become the property of the City and will be considered public records. As such, they may be subject to public review.
- b. Any contract arising from this IFB will be a public record.
- c. Submission of any materials in response to this IFB constitutes:
 - i. Consent to the City's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; and
 - ii. Waiver of all claims against the City and/or its officers, agents, or employees that the City has violated an Offerors right to privacy, disclosed trade secrets, or caused any damage by allowing the bid or materials to be inspected; and
 - iii. Agreement to indemnify and hold harmless the City for release of such information under the Public Records Act; and
 - iv. Acknowledgement that the City will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

4.6.2. Confidential Information

- a. The City is not seeking proprietary information and will not assert any privileges that may exist on behalf of the Offerors. Offerors are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request.
- b. If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL." If the requested material has been designated as confidential, the City will attempt to inform the Offerors of the public records request in a timely manner to permit assertion of any applicable privileges.
- c. Failure to seek a court order protecting information from disclosure within ten days of the City's notice of a request to the Offerors will be deemed agreement to disclosure of the information and the Offerors agrees to indemnify and hold the City harmless for release of such information.
- d. Requests to treat an entire bid as confidential will be rejected. Any such request will be deemed an agreement to the City for disclosure of the entire bid. In such an event, the Offerors agrees to indemnify and hold the City harmless for release of any information requested.
- e. Trade secrets will only be considered confidential if claimed to be a trade secret when submitted to the City, marked as confidential, and compliant with state and federal rules and regulations.

4.7. Special Provisions

4.7.1. OSHA Compliance

The Offerors agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and the standards and regulations issued thereunder and certifies that all services under this Contract will conform to and comply with said standards and regulations. The Contractor further agrees to indemnify and hold harmless the purchaser from all damages assessed against the City because of the Contractor's failure to comply with the acts and standards there under and for the failure of the services furnished under this Contract to so comply.

4.7.2. Mississippi Employment Protection Act

Service Provider shall comply with the provisions of the Mississippi Employment Protection Act, Miss. Code § 71-11-3 (1972, as amended) in the hiring of personnel.

4.7.3. Audit

The Service Provider shall maintain full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting the Service Provider's work on this Contract. The City may require an audit of such books and records at any reasonable time. Such audit will be conducted by City staff or by a certified public accounting firm with experience in auditing public service companies selected by the City.

Upon request, the Service Provider shall permit the City to inspect and audit all pertinent books and records of the Service Provider, any subcontractor, or any other person or entity that performed work in connection with or related to this Contract, at all times deemed necessary by the City, including up to six years after the final payment or release of withheld amounts has been made under this Contract. Such inspection and audit shall occur in the City of Jackson or other such reasonable location as the City selects. The Service Provider shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof. The Service Provider shall ensure that such inspection, audit, and copying right of the City is a condition of any subcontract, agreement, or other arrangement under which any other person or entity is permitted to perform work under this Contract.

4.7.4. Contract Rights

The parties reserve the right to amend this Contract from time to time by mutual agreement in writing. Rights under this Contract are cumulative and in addition to rights existing at common law. Payment by the City and performance by the Service Provider do not waive their contract rights.

Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right on another occasion. The use of one remedy does not exclude or waive the right to use another.

4.7.5. Interpretation

This Contract shall be interpreted as a whole and to carry out its purposes. This Contract is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions. No oral promises, oral obligations, or oral agreements whatsoever, made at any time, shall become a part of this Contract.

4.7.6. Law and Venue

The laws of the State of Mississippi and Ordinances of the City shall govern the validity, construction, and effect of this Contract. The venue for any claims, litigation, or causes of action between the parties shall be in a court of appropriate jurisdiction of the State of Mississippi for the First Judicial District of Hinds County.

4.7.7. Notices

All official notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger or by certified or registered mail (return receipt requested) to the parties at the following respective addresses (Service Provider, please provide the City with a designated contact person):

City of Jackson
Attn: Mayor
219 South President Street
Jackson, Mississippi 39201
Phone: (601) 960-1084

Also:
Public Works
Attn: Lorenzo Anderson
200 S. President Street
Jackson, Mississippi 39201
Phone: 601-960-1178

Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the second business day after its mailing.

4.7.8. Severability

Should any term, provision, condition, or other portion of this Contract or its application be held to be inoperative, invalid, or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of this Contract or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

4.7.9. No Personal Liability

No officer, agent, or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.

4.7.10. Disputes

The parties agree to engage in good faith negotiations to resolve any disputes. If the parties are unable to resolve their dispute, either party may litigate the dispute in a court of competent jurisdiction in the First Judicial District of Hinds County, Mississippi. The applicable law for determining the rights of the parties shall be the laws of Mississippi.

4.7.11. Termination for Convenience

The City may terminate this Agreement at any time by giving written notice to the Service Provider of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. This contract may be terminated in whole or in part by the City upon written notice to Service Provider, if Service Provider should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Service Provider of an assignment for the benefit of its creditors. In the event of such termination, Service Provider shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

4.7.12. Termination for Default

If the Service Provider refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City of Jackson or designee may notify the Service Provider in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the City of Jackson or designee, the City of Jackson may terminate the Service Provider's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City of Jackson or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the City of Jackson. The Service Provider shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

4.7.12.1. Vendor's Duties

Notwithstanding termination of the contract and subject to any directions from the City of Jackson or designee, the Service Provider shall take timely, reasonable, and necessary action to protect and preserve property in the

possession of the Service Provider in which the City of Jackson has an interest.

4.7.12.2. Payment

Service Provider agrees to accept all payments in United States currency via the City of Jackson's payment and remittance vehicle. The City of Jackson agrees to make in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq. All invoices should be submitted to the Infrastructure Management Division within the Department of Public Works for processing.

Payment for completed services delivered and accepted by the City of Jackson shall be at the contract price. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Material Adjustment clause of this contract, if applicable. The City of Jackson may withhold from amounts due Service Provider such sums as the City of Jackson deems to be necessary to protect the City of Jackson against loss because of outstanding liens or claims of lien holders and to reimburse the City of Jackson for the excess costs incurred in procuring similar goods and services.

4.7.12.3. Material Adjustment

A material adjustment may be requested for all petroleum-based products for months 13 through 24 (Year 2) of this award. The request must be made in writing by the Service Provider and sent to the Infrastructure Management Division no less than thirty (30) days before the end of the first 12 months of the award. An official material adjustment will only be made by written agreement signed by the parties hereto.

A material adjustment will be calculated using the base prices for all petroleum-based products listed in Table A of *Section 1.1 Detailed Description of Materials* multiplied by the percentage change of crude oil's spot price according to the [West Texas Intermediate \(WTI\)](#). The material adjustment will be calculated by multiplying the base price by the percentage change in the WTI between the date of award and the date the material adjustment is requested by the Service Provider:

$$\text{Adjusted Price} = \text{Base Price} \times \text{Percentage Adjustment}^*$$

*The Percentage adjustment is calculated based on the change in the WTI between November 01, 2024 (date of award) and the date of the Service Provider's request for a material adjustment.

The City of Jackson reserves the right to terminate the contract whenever the material adjustment exceeds the base price by 50%.

4.7.12.4. Excuse for Nonperformance or Delayed Performance

Except with respect to defaults of subcontractors, Service Provider shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Service Provider to make progress in the prosecution of the work hereunder which endangers such performance) if Service Provider has notified the City of Jackson or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Service Provider shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Vendor to meet the contract requirements. In such a case, the City of Jackson may, upon the request of the Vendor, revise the delivery schedule accordingly.

4.7.12.5. Erroneous Termination for Default

If, after notice of termination of Service Provider's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default, or that the delay was excusable under the provisions of the prior paragraph (Excuse for Nonperformance or Delayed Performance), the rights and obligations of the parties shall be the same as if the notice of termination had been one of termination for convenience.

4.7.12.6. Additional Rights and Remedies

The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

4.7.13. Termination Upon Bankruptcy

This contract may be terminated in whole or in part by the City of Jackson upon written notice to the Service Provider, if Service Provider should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Service Provider of an assignment for the benefit of its creditors. In the event of such termination, Service Provider shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

4.7.14. Approval

It is understood that the Agreement requires approval by the Governing Authority for the City and if the Agreement is not approved by the Governing Authority, it is void and no payment shall be made hereunder.

4.7.15. Availability of Funds

It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the city of Jackson to provide funds or of the City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the City of Jackson, the City shall have the right upon ten (10) working days written notice to the Service Provider to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

4.7.16. Indemnity

To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods and costs of every kind and nature whatsoever as a result of the negligence or willful misconduct or breach by the Contractor, to the extent the loss was not otherwise contributed to by the act or negligence of the City including court costs and attorney's fees, arising out of or caused by the Contractor and its employees, agents, officers, contractors, and/or subcontractors provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole gross negligence of the City.

4.7.17. Employee Bidding

Bidding by City employees is prohibited. It is hereby declared unlawful for any city official to bid on, sell, or offer for sale, any merchandise services, equipment or material, or similar commodity to the City of Jackson during the tenure of his or her employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the City of Jackson. See Miss. Code § 25-4-105 (1972, as amended).

4.7.18. Taxes

Sales tax and federal excise tax are not to be included in any bid price. The City of Jackson assumes no tax liability.

5. Appendix

5.1 Proposal Form

[PLEASE RETURN THIS SECTION IN ITS ENTIRETY]

PROPOSAL FORM	
DELIVERY INSTRUCTIONS:	Submit one (1) original and six (6) copies of your BID Package
MAILING ADDRESS:	To the City Clerk's Office of Jackson Post Office Box 17 Jackson, MS 39205
DELIVERY ADDRESS:	To the City Clerk's Office of Jackson 219 S. President Street Jackson, MS 39201
ELETRONIC DELIVERY:	www.jacksonmsbids.com
NOTE THE FOLLOWING ON THE OUTSIDE OF YOUR ENVELOPE:	Please clearly write "24-Month Supply of Asphaltic Paving Materials (BID # 74505-102726) to be opened October 27, 2026, at 3:30 PM Central Daylight Time."

In accordance with your Notice of October 8th, 2026, I bid as follows:

Price Sheet		
Company Name _____		
Item	Description	Pick-Up Price
1	Asphaltic Black Base Course	\$ _____ ton
2	Asphaltic Binder Course	\$ _____ ton
3	Asphaltic Wearing Course, Type "C", Mix A	\$ _____ ton
4	Asphaltic Cold Mix Material (Gravel & Sand)	\$ _____ ton
5	Asphalt Emulsion (SS#1 Tack)	\$ _____ gal.
6	Plant Mix Bituminous Base Course (BB-1)	\$ _____ ton
7	Hot Bituminous Pavement, Binder Course (BC-1)	\$ _____ ton
8	Hot Bituminous Pavement, Surface Course (SC-1)	\$ _____ ton
9	Cationic Emulsified Asphalt, Grade CRS-2	\$ _____ ton
10	Asphaltic Sealer (Rubber Joint Sealer)	\$ _____ lb.

- I. Cost breakdown for the bid must be submitted in the price sheet as laid out in this proposal form.
- II. The above will comply with the specifications included in the Section 1.1 and the [Mississippi Department of Transportation's Standard Specifications for Road and Bridge Construction](#), with any and all exceptions noted in a separate document.
- III. The bid is valid for 90 days after bid opening to make an award or, if this bid is a term bid, it shall be good for the term stated in the IFB. If your bid is good for longer than 90 days for an award, then state how long is this bid good for _____.
- IV. Sales tax and federal excise tax are not to be included in above price.
- V. The City of Jackson assumes no tax liability.

5.2 Proposer Contact Information Form

Proposer General Information:

24-Month Supply of Asphaltic Paving Materials
Infrastructure, Department of Public Works
BID #: 74505-102726

[PLEASE TYPE IN OR PRINT THE FORM BELOW]:

Legal Company Name:

Proposer Headquarters Address: (Street, City, State and Zip Code):

Proposer Mailing Address: (Street, City, State and Zip Code):

Authorized Company Representative (Name):

Proposer Contact Information (Email and Phone):

State of Incorporation (Ex. Mississippi):

Signature of Person Submitting Proposal:



Date: _____, 2026

The City of Jackson, Mississippi, ("City of Jackson"), is committed to cultivating and ensuring the quality of life of its citizens, through various programs, employment, initiatives, and assistance. The City of Jackson encourages all persons, corporations, and/or entities doing business in Jackson, to participate in and/or institute similar measures for the City of Jackson residents.

Offerors Agreement

The offer or shall be responsible for all fees or claims for any patent invention used and shall defend any suit that may brought against the City. Also, the Offerors shall hold said City harmless for use or infringement of any patent or method used in connection with any article, equipment, material, commodity, device, or thing furnished or constructed hereunder.

By signing this bid proposal, the Offerors agrees to hold the submitted bid price firm for the term of bid stated. Also, the vendor understands the estimated quantity stated and amount to be ordered may be over or below the estimated usage stated in the bid. This is not in any way a guaranteed amount to be ordered. A Purchase Order (PO) will be issued for the materials required by the using Department.

The Offerors should understand their failure to stand behind the agreement could cause a statement of failure to perform being placed in the company's file and the company being debarred by the City of Jackson for a period of time or the agreement of award being cancelled. By signing the bid, you understand and agree to all the terms of the bid.