



**Burl Cain  
Commissioner**

## **MISSISSIPPI DEPARTMENT OF CORRECTIONS**

### **INVITATION FOR BID (IFB)**

MISSISSIPPI DEPARTMENT OF CORRECTIONS  
ATTN: KIMBLEY HENDRIX, BID COORDINATOR  
301 NORTH LAMAR STREET  
JACKSON, MS 39201  
TELEPHONE: 601-359-5600  
[Procurement@mdoc.state.ms.us](mailto:Procurement@mdoc.state.ms.us)

<p>IFB#: 3160004904</p> <p>RENTAL OF COMMERCIAL DISHWASHERS</p>	<p>BIDS MUST BE RECEIVED BY: <b>TUESDAY, APRIL 19, 2022</b> <b>NO LATER THAN 2:00 P.M. CST</b></p> <p>BIDS WILL BE OPENED: TUESDAY, APRIL 19, 2022 at 2:00 p.m., CST</p> <p>(AT LOCATION LISTED ABOVE)</p>
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### **SECTION I GENERAL INSTRUCTIONS**

ALL BIDS SUBMITTED SHALL BE IN COMPLIANCE WITH ALL CONDITIONS SET FORTH HEREIN. THE BID PROCEDURES FOLLOWED BY THIS OFFICE WILL BE IN ACCORDANCE WITH THESE CONDITIONS. THEREFORE, ALL BIDDERS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A BID.

#### **1.1 DEFINITIONS**

**1.1.1** Agency - shall mean the Mississippi Department of Corrections.

- 1.1.2 Governing Authority - shall mean city, county or local entities.
- 1.1.3 State - shall mean the State of Mississippi and/or the Mississippi Department of Corrections.

## 1.2 PREPARATION OF BIDS

- 1.2.1 Bids may be submitted electronically through the State of Mississippi's e-procurement system (MAGIC) or on paper via U. S. Postal Service, delivery service or hand-delivered to the Mississippi Department of Corrections at the address listed on the front page. Bid must be typed or printed in ink. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed, in ink, by the person signing bid.
- 1.2.2 To submit bids electronically, bidders must ensure they are registered in the MAGIC system and have received a login, password, and supplier number and that all technical requirements have been met.
- 1.2.3 Delivery of bids via U. S. Postal Services, delivery service or hand delivered must indicate on the face of the envelope, the above address, the date and time of the bid opening and the bid number.
- 1.2.4 Failure to examine any specifications and instructions will be at bidder's risk.
- 1.2.5 Procedure for Answering Questions:
- A. All questions or clarifications concerning this IFB or the bid process must be submitted by *Wednesday, March 30, 2022, by 2:00 p.m., CST*. Questions received after this date and time may not be considered.
  - B. If necessary and time permitting, Addendum(s) to this IFB will be prepared (*See Section 1.24, Addenda*).
  - C. Bidder must complete the Acknowledgement of Addendums form (**Attachment E**).
  - D. MDOC will not be bound by any verbal information that is not contained within this IFB or its Addendum(s).
- 1.2.6 Price each item separately. Unit prices shall be shown. Bid prices must be net.
- 1.2.7 It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the bidder.
- 1.2.8 Bidders must furnish all information requested in the bid specifications. Further, bidder must submit for bid evaluation, descriptive literature and specifications covering the product offered. Reference to literature submitted with a previous bid

or on file with MDOC will not satisfy this provision.

### **1.3 BID SUBMISSION:**

**1.3.1** When submitting a bid electronically, the authorized signature may be typed or be an electronic signature. When submitting a bid via U. S. postal service, delivery service or hand-deliver, the authorized signature must be manual in ink.

**1.3.2** Bids and modifications or corrections received after the closing time specified will **not** be considered.

**1.3.3** When submitting the response to this IFB through MAGIC, bidder must ensure all questions have been answered within the IFB and all proposed items in bid have a response.

**1.3.4** Bidders submitting paper responses should submit responses to the MDOC by the response deadline.

### **1.4 ACCEPTANCE OF BIDS**

MDOC reserves the right to reject any and all bids, to waive any informality in bids and unless otherwise specified by the bidders, to accept any items on the bid. The MDOC reserves the right to modify or cancel, in whole or in part, this IFB.

### **1.5 ERRORS IN BIDS**

MDOC reserves the right to waive minor informalities which are matters of form rather than substance, insignificant mistakes and to allow the bidder to correct them if other bidders are not prejudiced.

### **1.6 SPECIAL DISCOUNT PERIOD:**

Time in connection with a special discount offered will be computed from date of delivery at destination or from the date correct invoices are received, if the latter date is later than the date of delivery. Cash discounts will **not** be considered in the award process.

### **1.7 BID OPENING**

Shall be public, on the date and the time specified in the Timeline herein. It is the bidder's responsibility to assure that the bid is delivered at the time, date and place designated in this IFB.

### **1.8 AWARD**

**1.8.1** Contract will be made or entered into with the lowest and best

responsible/responsive bidder meeting specifications, except as otherwise specified in the bid specifications. Where more than one item is specified in the specifications, MDOC reserves the right to determine the low bidder either on the basis of the individual item(s) or on the basis of all items included in its Invitation for Bids, or as expressly provided in this Invitation for Bids.

- 1.8.2** A contract award furnished to the successful bidder within the time of acceptance specified in this Invitation for Bid results in a binding contract without further action by either party. The contract shall consist of these General Conditions, the Instructions and Special Conditions, the successful bidder's bid, and contract award (see the Generic Rental Agreement in Attachment D). The contract shall not be assignable in whole or in part without the written consent of the MDOC.

## **1.9 BID OWNERSHIP**

All bids become MDOC property. Bids will be made available for inspection only after award of contract. For this reason, proprietary material should be clearly labeled as such. The classification of an entire bid as proprietary or trade secret is not acceptable and may result in rejection of the bid. Request to review proprietary information will be handled in accordance with state law and applicable procedures. All disclosures of bid information to interested parties will be made in compliance with MDOC policies and procedures established in accordance with the Mississippi Public Records Act of 1983 defined in Sections 26-61-1 *et seq.*, of the Mississippi Code and exceptions found in Section 25-61-9 and 79-23-1.

## **1.10 PARTIAL BIDS PROHIBITED**

Bids submitted must be all or none. Bids will not be accepted for any part of the total.

## **1.11 INSPECTION**

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. The right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the bidder promptly after notification or rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the MDOC or any subdivision thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment therefore may be made at a proper reduction in price.

## **1.12 TAXES**

The State/MDOC is exempt from federal excise taxes and state and local sales or use taxes and bidders must quote prices which do not include such taxes. Exemption certificates will be furnished upon request.

### **1.13 GIFTS, REBATES, GRATUITIES:**

**1.13.1** Acceptance of gifts from bidders is prohibited. No officer or employee of the MDOC, nor any head of any state department, institution or agency, nor any employee of any state department, institution or agency charged with responsibility of initiating requisitions, shall accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of materials, supplies, or equipment for the State of Mississippi may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future rewards or compensation.

**1.13.2** Bidding by state employees is prohibited. It is unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise equipment or material, or similar commodity to the State during the tenure of his or her office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the State.

### **1.14 BID INFORMATION**

Bid information and documents may be examined pursuant to the Mississippi Public Records Act of 1983, MS Code 25-61-1 *et seq.*

### **1.15 PRECEDENCE**

Bids shall be made and the contract shall be entered into in accordance with the General Conditions as hereinafter amended and modified. Should a conflict exist between the General Conditions and the Instructions and Special Conditions, the Instructions and Special Conditions shall take precedent.

### **1.16 COMPETITION**

There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract or purchase price without any liability as the State is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to the State must automatically be given to the U.S. Government.

### **1.17 WAIVER**

MDOC reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the State.

### **1.18 CANCELLATION**

Any contract or item award may be canceled with or without cause by the State with the giving of 30 days' written notice of intent to cancel. Cause for the State to cancel may include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract or purchase; or failure to perform to contract or purchase conditions. The bidder will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the bidder within a period of 30 days following the date of expiration or cancellation. Cancellation by the State does not relieve the bidder of any liability arising out of a default or nonperformance. If a contract or purchase is canceled by the State due to a bidder's request for increase in prices or failure to perform, that bidder will be disqualified from bidding for a period of 24 months. The bidder may cancel a contract or purchase for cause with the giving of 30 days' written notice of intent to cancel. Cause for the bidder to cancel may include, but is not limited to, the item(s) being discontinued and/or unavailable from the manufacturer.

### **1.19 SUBSTITUTIONS DURING CONTRACT**

During the term of a contract or purchase, if adequate documentation is provided that supports the claim that the contract or purchase item(s) are not available, items which meet the minimum specifications may be substituted if approved by MDOC and the substitutions are deemed to be in the best interest of the State.

### **1.20 APPLICATION**

It is understood and agreed by the bidder that any contract entered into as a result of this Invitation for Bids is established for use by state agencies and all purchases made by these agencies for products included under the provisions of the contract shall be purchased from the bidder receiving the award unless exempt by special authorization from the MDOC. Under the provisions of Section 31-7-7 Mississippi Code of 1972, Annotated, the prices offered herein shall be extended to the governing authorities. However, the governing authorities, by provisions of Section 31-7-12 Mississippi Code, may purchase products covered by state contracts from any source offering an identical product at a price that does not exceed the state contract price. Employees of MDOC have acted exclusively as agents of the State for the award, consummation, and administration of the contract and are not liable for any performance or nonperformance by the state agencies that utilize the contract.

### **1.21 ADDENDA**

Addenda modifying specifications may be issued if time permits. No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two (2) day period prior to the bid opening, the bid date will be reset to a date not less than five (5) working days after the date of the addendum, giving bidders ample time to comply with the addendum. When replying to a bid request on which an addendum has been issued, and the specifications require acknowledgement, the bid shall indicate that provisions of the addendum have been noted and that the bid is being offered in compliance therewith. Failure to make this statement may result in the bid being rejected as not being in accordance with the revised specifications or plans. (*See Acknowledgement of Addendum(s), Attachment E.*)

## **1.22 NONRESPONSIVE BIDS**

Nonresponsive bids will **not** be considered. A non-responsive bid is considered to be a bid that does not comply with the minimum provisions of the specification. Any bidder found to repeatedly offer alternated products that are not compliant with specifications in an attempt to obtain a contract or purchase on the basis of pricing only will be disqualified from bidding for a period of 24 months.

## **1.23 SPECIFICATION CLARIFICATION**

It shall be incumbent upon all bidders to understand the provisions of the specifications and to obtain clarification prior to the time and date set for Bid Opening. Such clarification will be answered only in response to a written request submitted in the specified amount of time set by the MDOC. The MDOC reserves the right to specify a time frame in which clarification request shall be made.

## **1.24 PRE-QUALIFICATION PROCESS:**

**1.24.1** This IFB shall be advertised in accordance with Section 3.106.05.4 of the *Mississippi Procurement Manual*. The MDOC shall advertise for 14 consecutive days in accordance with §31-7-13(c)(i)(1).

**1.24.2** Responses to this IFB will be reviewed by the MDOC for responsiveness to specifications.

**1.24.3** Bidder shall include specifications, and descriptive literature with their bid.

**1.24.4** It is requested that bids be submitted on the basis of statewide distribution. Bidders must maintain adequate distribution capabilities and adequate stock of all items to insure prompt delivery.

## **1.25 FIRM BID PRICE**

Prices accepted from bidder submissions shall be firm for the term of the contract except that the MDOC shall receive the benefit of any price decrease in excess of five (5) percent. The bidder must provide written price reduction information within ten (10) days of its effective date.

## **1.26 CONTRACT EXTENSION**

**1.26.1** Automatic contracts or extensions are not allowed. Contracts must be extended or renewed with the proper documents signed or approved by the MDOC.

**1.26.2** The MDOC reserves the right to extend the term of a contract, when necessary, to continue a source of supply whenever new or replacement contracts are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Bidder and shall not exceed three (3) months.

### **1.27 SUSPENSION AND DEBARMENT**

By submitting a bid, the bidder is certifying that neither the bidder nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in federal assistance programs.

### **1.28 ASSIGNMENT**

The Bidder shall not assign or subcontract in whole or in part, its right or obligations under the awarded agreement without prior written consent of the MDOC.

### **1.29 INDEMINIFICATION**

Bidder shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Bidder's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform the awarded contract. In the State's sole discretion, Bidder may be allowed to control the defense of any such claim, suit, etc. In the event Bidder defends said claim, suit, etc., Bidder shall use legal counsel acceptable to the State; Bidder shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Bidder shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

### **1.30 FORCE MAJEURE**

If the MDOC is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all bidders, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. The MDOC shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the MDOC as a result of a Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by the MDOC prior to the new date and time of the bid opening.

### **1.31 INSURANCE**

Bidder represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Bidder's personnel provided hereunder, comprehensive general liability or



professional liability insurance, with minimum limits of \$1,000,000 per occurrence and fidelity bond insurance with minimum limits of twice the amount of the yearly contract. All general liability, professional liability, and fidelity bond insurance will provide coverage to MDOC as an additional insured.

### **1.32 PROTEST OF AWARD**

Any actual or prospective Bidder or contractor who is aggrieved in connection with this solicitation or the outcome of the Invitation for Bids may file a protest with Mr. Karei McDonald, Deputy Commissioner of Administration and Finance. The protest shall be submitted in writing within seven (7) days after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the Bidder or an individual authorized to sign contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting Bidder must provide facts and evidence to support the protest. A protest is considered filed when received by Mr. Karei McDonald, Deputy Commissioner of Administration and Finance via either U.S. mail, postage prepaid, or personal delivery.

**1.32.1 Protest Notice of Decision:** A copy of the Notice of Decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

## **SECTION II INSTRUCTIONS AND SPECIAL CONDITIONS**

### **2.1 PURPOSE**

The purpose of this IFB is to obtain bids from qualified and interested bidders to provide rented Commercial Dishwashers for five (5) MDOC state facilities: Mississippi State Penitentiary (MSP), South Mississippi Correctional Facility (SMCI), Central Mississippi Correctional Facility (CMCF), Marshall County Correctional Facility (MCCF) and Walnut Grove Correctional Facility (WGCF) and seven (7) Community Work Centers:(CWC): Delta CF CWC Flowood CWC, Forrest County CWC, Madison County CWC, Noxubee County CWC, Pike County CWC, and Quitman County CWC. MDOC reserves the right to add and/or remove additional MDOC facilities to be covered under the contract. One contract will be awarded to the lowest and best responsible and responsive bidder whose bid meets the requirements and criteria set forth in this IFB.

### **2.2 SCOPE OF SERVICE**

The specifications set forth herein as “**Attachment A**” represent the minimum requirements of MDOC. The bidder may propose options above and beyond these specifications that may best suit MDOC’s interest, as determined by the agency. The bidder agrees to begin delivery as specified in Attachment A. Failure to do so may result in cancellation of award. If cancellation of award occurs, a new award will be made to the next lowest and best bidder

meeting the specifications as stated herein.

### 2.3 PROCUREMENT TIMELINE

Invitation for Bid (IFB) Issue Date First Publication	Monday, March 14, 2022
Invitation for Bid (IFB) Issue Date Second Publication	Monday, March 21, 2022
Deadline for Submission of Questions	Wednesday, March 30, 2022 by 2:00 p.m., CST
Anticipated Posting of Written Answers to Questions	Wednesday, April 6, 2022 by 2:00 p.m., CST
Bid Packet Submission Deadline	Tuesday, April 19, 2022 by 2:00p.m., CST
Bid Opening	Tuesday, April 19, 2022 at 2:00p.m., CST
Bid Evaluations	Wednesday, April 20, 2022
Anticipated Notice of Intent to Award	(Anticipated) Friday, April 29, 2022

### 2.4 GENERAL TERMS OF THE CONTRACT

#### 2.4.1 TERM

Upon acceptance of a bid by the MDOC, and receipt of a signed contract, the successful bidder shall be obligated to deliver and install the stated Commercial Dishwashers in accordance with the specification listed in this IFB. The contract shall be for sixty (60) months beginning May 15, 2022 and ending May 14, 2027 (anticipated). PRICES SHALL REMAIN THE SAME throughout the term.

#### 2.4.2 DELIVERY

The awarded bidder shall deliver upon order to the following locations:

MISSISSIPPI STATE PENITENTIARY  
590 Parchman Road 12  
Parchman, MS 38738-3099  
662-745-6611 (O)

CENTRAL MISSISSIPPI CORRECTIONAL FACILITY  
3794 Highway 468  
Pearl, MS 39208  
601-932-2880 (O)

SOUTH MISSISSIPPI CORRECTIONAL INSTITUTE  
22689 Hwy 63 North  
Leakesville, MS 39451  
601-394-5600 (O)

MARSHALL COUNTY CORRECTIONAL FACILITY (MCCF)  
833 West Street  
Holly Springs, MS 38635  
(662) 252-7111 (O)

WALNUT GROVE CORRECTIONAL FACILITY (WGCF)  
1650 Mississippi HWY 492  
Walnut Grove, MS 39189  
(601) 253-0700 (O)

DELTA CF - CWC/TVC/RESTITUTION CENTER  
3800 Baldwin Drive CR 840  
Greenwood, MS 38930  
(662) 455-7277 (O)

FLOWOOD COMMUNITY WORK CENTER  
1632 HWY 80 East  
Flowood, MS 39232  
(601) 936-7213 (O)

FORREST COUNTY CWC  
112 Alcorn Avenue  
Hattiesburg, MS 39401  
(601) 544-5030 (O)

MADISON COUNTY CWC  
140 Corrections Drive  
Madison, MS 39110  
(601) 859-7711(O)

NOXUBEE COUNTY CWC  
212 Industrial Park Road  
Macon, MS 39341  
(662) 726-2375 (O)

PIKE COUNTY CWC  
2015 Jesse Hall Road  
Magnolia, MS 39652  
(601) 783-5514 (O)

QUITMAN COUNTY CWC  
201 Camp B Road  
Lambert, MS 38643  
(662) 326-2133 (O)

## **2.5 BUSINESS LONGEVITY**

Each bidder must have been in business a minimum of four (4) years prior to submission of its bid. Please indicate the length of time you have been in business providing equipment as specified in this IFB. Business longevity information must be provided, as part of the bid packet submitted for consideration (see **Attachment B**).

## **2.6 REGISTRATION WITH MISSISSIPPI SECRETARY OF STATE**

By submitting a bid, the bidder certifies it is registered to do business with the State of Mississippi through Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by MDOC that it has been awarded the contract.

## **2.7 SUBMISSION FORMAT**

The bid packet must be sealed and must contain the following:

- Bid Specifications Response (Attachment A)
- Specifications and Descriptive Literature
- Bid Cover Sheet (Attachment B)
- Bid Form (Attachment C)
- Acknowledgement of Addendums (Attachment E)
- Bidder's Detailed Transition Plan
- Bidder's Schedule of the proposed delivery system, reflecting time requirements for delivery to all facilities listed in this IFB
- Bidder's Plan for General and Preventative Maintenance

## **2.8 LATE SUBMISSION**

No late bids, modifications or withdrawals will be considered unless receipt would have been timely but for the action or inaction of MDOC personnel directly involved with the procurement activity. Late bids or responses shall remain sealed and be maintained as part of the procurement file.

## **2.9 BID EVALUATION**

Bids will be evaluated based on lowest price and the best responsible/responsive bid meeting the requirements and specifications set forth herein, which may include criteria to determine acceptability such as inspection, testing, quality, delivery, and suitability. Those criteria along with the price will be considered in evaluation for award and shall be objectively measurable where possible. No criteria will be used in the evaluation that is not set forth in this Invitation for Bids. Only Bidders who are found responsive and responsible will have their bids considered.

Minimum Qualifications to be Deemed Responsive - In order to be deemed responsive the bidder must submit:

- Attachment A - Specifications Response
- Attachment B - Bid Cover Sheet in its entirety, signed by authorized representative

- Attachment C - Bid Form in its entirety, signed by authorized representative
- Attachment E - Acknowledgement of Addendum(s)
- Specifications and Descriptive Literature
- Bidder's Detailed Transition Plan
- Bidder's Schedule of the proposed delivery system, reflecting time requirements for delivery to all facilities listed in this IFB
- Bidder's Plan for General and Preventative Maintenance

Minimum Qualifications to be Deemed Responsible

- Minimum of four (4) years business longevity providing the equipment in this IFB

**ATTACHMENT A  
SPECIFICATIONS RESPONSE FOR COMMERCIAL DISHWASHERS**

**Minimum specifications for a rental agreement for Commercial Dishwashers:**

*Please place a check “Yes” or “No” to indicate compliance to the specifications for each listed criterion.*

**SINGLE RACK DISHWASHER**

**Six (6) at MSP, One (1) at CMCF, One (1) at Delta CWC, One (1) at Flowood CWC, One (1) at Forrest County CWC, One (1) at Madison County CWC, One (1) at Noxubee County CWC, One (1) at Pike County CWC, One (1) at Quitman County CWC**

**Compliance**

Yes ___	No ___	Energy Star Certified
Yes ___	No ___	Single Rack Dishwasher
Yes ___	No ___	Low Temperature

**DOUBLE RACK DISHWASHER**

**Two (2) at MSP, Five (5) at CMCF, Four (4) at SMCI**

**Compliance**

Yes ___	No ___	Energy Star Certified
Yes ___	No ___	Double Rack Dishwasher
Yes ___	No ___	Low Temperature

**CONVEYOR DISHWASHER**

**Two (2) at MSP, One (1) at CMCF, One (1) at SMCI, One (1) at WGCF and One (1) at MCCF**

**Compliance**

Yes ___	No ___	Energy Star Certified
Yes ___	No ___	Conveyor Dishwasher
Yes ___	No ___	Low Temperature

**Bidder Responsibilities**

- Provide MDOC with a Detailed Transition Plan – The purpose of transition planning is to lay out the tasks and activities that need to take place to effectively deliver the equipment requested in this IFB to ensure that the bidder can provide commercial dishwashers without interruption. Bidder is to provide an operating transition plan that will include risks and contingencies, strategies, transition schedule, transition resources, reporting and communication procedures, and transition team.
- Provide a schedule of the proposed delivery system, reflecting time requirements for delivery to all facilities listed in this IFB.
- Bidder understands that the stated equipment in this IFB must be available and ready for installation on May 15, 2022 (anticipated) at 7:00pm at all listed facilities and the equipment must be fully installed and operational by 6:00am on May 16, 2022(anticipated).

- Bidder must establish or have in place, if awarded the contract, a regional office in the State of Mississippi, which must be maintained throughout the term of the contract.
- Bidder understands that the number of MDOC facilities is subject to change. Consequently, Bidder agrees to add any new MDOC facilities at the prices provided in this IFB and/or remove facilities that are no longer owned or operated by MDOC and make reductions in cost as needed.
- Bidder must provide 24-hour/365-day access to place service calls and quick response for repair requests.
- Bidder will perform periodic routine service checks on the equipment and provide parts and labor for necessary repairs to maintain the equipment in good condition.
- Bidder will provide their plan for general and preventative maintenance in response to this IFB.
- Vendor shall provide a manufacturer approved list of liquid detergents, sanitizers, pot and pan detergents and the cost of each. The price for products shall be at or below the State contract price. State contract items must be verified and must extend through the life of this Agreement. A verified copy of the State contract items must be submitted with the bid. Where products are not on the State contract, the price shall be based on the minimum purchase amounts. If additional products are needed, the price for those products shall be as agreed between MDOC and the vendor prior to award of contract.

#### **MDOC Responsibilities**

- Provide a safe and secure delivery and installation site at MSP, CMCF, SMCI, MCCF, WGCF and seven (7) Community Work Centers.
- Ensure that the equipment site conforms to the Vendor's published space, electrical and environmental requirements

**ATTACHMENT B  
BID COVER SHEET**

MDOC is seeking to rent commercial dishwashers for five (5) MDOC state facilities: Mississippi State Penitentiary (MSP), South Mississippi Correctional Facility (SMCI), Central Mississippi Correctional Facility (CMCF), Marshall County Correctional Facility (MCCF) and Walnut Grove Correctional Facility (WGCF) and seven (7) Community Work Centers (CWC): Delta CF CWC, Flowood CWC, Forrest County CWC, Madison County CWC, Noxubee County CWC, Pike County CWC, and Quitman County CWC. The purpose of the IFB is to award one contract to the lowest and best responsible/responsive bidder whose bid meets the requirements and criteria set forth in this IFB.

Bids are to be submitted as listed below, on or before Tuesday, April 19, 2022 by 2:00 p.m., CST,

PLEASE MARK YOUR ENVELOPE:

**RFX#: 3160004904  
Opening Date: 2:00 p.m., CST, Tuesday, April 19, 2022  
Mississippi Department of Corrections  
ATTN: Kimbley Hendrix  
301 N. Lamar Street  
Jackson, MS 39201  
SEALED BID – DO NOT OPEN**

Name of Company: \_\_\_\_\_

Quoted By: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

<b>FEI/FIN # (if company, corporation, or partnership):</b>	
<b>SS# (if individual):</b>	



**In addition to providing the above contact information, please answer the following questions regarding your company:**

What year was your company started? \_\_\_\_\_

How many years and/or months has your company been in the business of providing commercial dishwashers and supplies as called for in this Invitation for Bids? \_\_\_\_\_

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.

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Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

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List all licenses or permits your company possesses that are applicable to delivery, distribution, manufacturing, producing or providing commercial dishwashers and supplies as required in this Invitation for Bids.

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List all service center locations your company has in Mississippi.

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Does the company currently have any on-going litigation that could affect current or future operations based on the outcome of the litigation?

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**ATTACHMENT C  
BID FORM**

Pursuant to this IFB to be received, I/We \_\_\_\_\_

\_\_\_\_\_ located at \_\_\_\_\_

do submit our bid form for IFB # \_\_\_\_\_. This bid is made without collusion on the part of any person, firm or corporation.

Company	Company Representative	Telephone Number

The pricing quoted must be inclusive of, but not limited to the following:

- All required equipment/materials
- All required insurance, bond, or other surety
- All required overhead
- All required profit
- All required transportation
- All required labor and supervision
- All required business and professional certifications, licenses, permits, or fees, etc. (if any)
- Any and all other costs associated with the rental of commercial dishwashers and purchase of required supplies, detergents and sanitizers

Item Description	Quantity	Monthly Rental Rate/per unit	Monthly Minimum Product Purchases (If applicable)
1. Single Rack Dishwasher	<b>14</b> MSP-6 CMCF-1 Delta CWC-1 Flowood CWC-1 Forrest County CWC-1 Madison County CWC-1 Noxubee County CWC-1 Pike County CWC-1 Quitman County CWC-1		
2. Double Rack Dishwasher	<b>11</b> MSP-2 CMCF- 5 SMCI-4		
3. Conveyor Dishwasher	<b>6</b> MSP-2 CMCF-1 SMCI- 1 WGCF-1 MCCF-1		

Vendor shall provide a manufacturer approved list of liquid detergents, sanitizers, pot and pan detergents and the cost of each. The price for products shall be at or below the State contract price. State contract items must be verified and must extend through the life of this Agreement. A verified copy of the State contract items must be submitted with the bid. Where products are not on the State contract, the price shall be based on the amounts submitted below. If additional products are needed, the price for those products shall be as agreed between MDOC and the vendor prior to award of contract.

<b>Dishwasher Detergents and Sanitizers</b>			
<b>Item Description</b>	<b>Size</b>	<b>Price Per Unit</b>	<b>Cost Per Rack</b>
1. Liquid Detergent			
2. Low-Temp Liquid Detergent			
3. Pot and Pan Detergent			
4. Food Service Sanitizer			

The purchased chemical products will be billed by \_\_\_\_\_ and will be delivered by \_\_\_\_\_.

By signing below, the company representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands this IFB and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in this IFB and attachments thereto;
3. That the company agrees to all provisions of this IFB and Attachments thereto;
4. That the company will provide, without delay, the equipment and supplies required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. The Bidder represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this IFB;
7. **NON-DEBARMENT:** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices.

9. **REPRESENTATION REGARDING CONTINGENT FEES:** Bidder represents that it *has not* retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Bidder's bid.

10. **REPRESENTATION REGARDING GRATUITIES:** Bidder represents that it *has not* violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 9.105 (Gratuities) of the *Mississippi Procurement Manual*.

**Company Name:** \_\_\_\_\_

**Printed Name of Representative/Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Note:** Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

**ATTACHMENT D**  
**SAMPLE DOCUMENT**  
**Rental Agreement for Use by Mississippi Agencies and Governing Authorities**

RENTAL AGREEMENT  
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES AND VENDORS  
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between \_\_\_\_\_ (hereinafter referred to as Customer), and \_\_\_\_\_ (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the “bill-to” address. All invoices and notices of changes will be sent to the “bill-to” address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the “installed-at” address unless otherwise requested.
- D. Unless credit worthiness for this Customer Number has been previously established by Vendor, Vendor’s Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment’s place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer’s possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the Customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed at the current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally

delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

**For the Vendor:**

Name  
Title  
Address  
City, State, & Zip Code

**For the Customer:**

Name  
Title  
Address  
City, State, & Zip Code

16. **WAIVER:** Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon



termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal 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 federal government to provide funds or of the State of Mississippi 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 Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Sections 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both-in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

29. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Sections 25-61-1 *et seq.*, Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

30. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Vendor: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

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

Witness my signature this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Customer: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

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

EXHIBIT A  
RENTAL  
AGREEMENT  
FOR USE BY  
MISSISSIPPI Agencies AND VENDORS  
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: \_\_\_\_\_

Customer Agency Name: \_\_\_\_\_

Bill to Address: \_\_\_\_\_

Ship to Address:

Description of Equipment or Services

Price

Delivery Schedule and Installation Date:

Rental Term: (Number of Months)

Start Date:

End Date:

Modifications: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Customer Signature

**ATTACHMENT E  
ACKNOWLEDGEMENT OF ADDENDUM(S)**

Please sign and print at the appropriate statement.

I acknowledge receipt of the following addenda/addendums associated with this IFB:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Signature

There were no addenda/addendums associated with this IFB.

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Signature