



**Burl Cain
Commissioner**

**INVITATION FOR BID (IFB)
RFX No.: 3160005179**

Issue Date:

**BIDS MUST BE RECEIVED BY:
FRIDAY, JULY 22, 2022, 2:00 P.M., CST**

Invitation: The MDOC seeks to obtain bids from qualified and interested bidders to provide manufacturer approved dishwasher products for Ecolab dishwashers installed at 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.

Contact Information:

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

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 and/or Quotes may be submitted electronically through the State of Mississippi's e-procurement system (MAGIC - Mississippi Accountability System for Government Information and Collaboration) or on paper via U. S. Postal Service, delivery service or hand-delivered to the Mississippi Department of Corrections ("MDOC") at the address listed. 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** If a bidder is unwilling or unable to participate through MAGIC, an MDOC representative can enter the bidder's bid manually (i.e., Surrogate bidding)
- 1.2.5** Failure to examine any specifications and instructions will be at bidder's risk.
- 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.
- 1.2.9** Samples of items, when required, must be furnished free of expense, and if not destroyed in testing will, upon request, be returned at the bidder's expense. Request for the return samples must be made within ten (10) days following opening bids. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number, State of Mississippi commodity number, bid number and item reference.
- 1.2.10** Time of performance. The number of calendar days in which delivery will be made after receipt of order shall be indicated in the bid specifications.

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 BID OPENING

Shall be public, on the date and the time specified in the Procurement 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.

1.5 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.

1.6 BID OWNERSHIP

All bids become MDOC property. Bids will be made available for inspection only after award of contract or issuance of purchase order. 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.

1.7 PARTIAL BIDS PROHIBITED

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

1.8 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.

1.9 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.

1.10 AWARD

1.10.1 Contract and purchases 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.

1.10.2 Unless the bidder specified otherwise in the bid, the State may accept any item or group of items of any kind.

1.10.3 A written purchase order or 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 the written purchase order or contract award. The contract shall not be assignable in whole or in part without the written consent of the MDOC.

1.11 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, Executive Deputy Commissioner. 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, Executive Deputy Commissioner via either U.S. mail, postage prepaid, or personal delivery.

1.11.1 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.

1.12 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.

1.13 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.

1.14 GIFTS, REBATES, GRATUITIES:

1.14.1 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.

1.14.2 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.

1.15 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.*

1.16 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.

1.17 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.

1.18 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.

1.19 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.

1.20 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.

1.21 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 covered by state contract 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.

1.22 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 Attachment C.*)

1.23 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.

1.24 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.

1.25 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.

SECTION II INSTRUCTIONS AND SPECIAL CONDITIONS

2.1 QUESTIONS AND/OR CLARIFICATIONS INSTRUCTIONS

- 2.1.1** All questions or clarifications concerning this IFB or the bid process must be submitted by *Wednesday, July 7, 2022, by 2:00 p.m., CST*. Questions received after this date and time may not be considered.
- 2.1.2** Bidder shall complete the Acknowledgement of Attachment(s)/Addendum(s) form (*See Attachment C*).
- 2.1.3** MDOC will not be bound by any verbal information that is not contained within this IFB or its Attachment(s) or Addendum(s)

2.2 PROCUREMENT TIMELINE

Invitation for Bid (IFB) Issue Date First Publication	Monday, June 20, 2022
Second Publication	Monday, June 27, 2022
Deadline for Submission of Questions	Wednesday, July 7, 2022 by 2:00 p.m., CST
Anticipated Posting of Written Answers to Questions	
Bid Packet Submission Deadline	Friday, July 22, 2022 by 2:00p.m., CST
Bid Opening	Friday, July 22, 2022 at 2:00p.m., CST
Anticipated Bid Evaluations	Monday, July 25, 2022
Anticipated Contract Intent to Award	Thursday, July 28, 2022

2.4 GENERAL TERM

2.4.1 TERM

Upon acceptance of a bid by the MDOC, and receipt of a signed contract or purchase order, the successful bidder shall be obligated to deliver manufacturer approved dishwasher detergent and sanitizers for Eoclub dishwashers in accordance with the specification listed in this IFB. The award shall be for sixty (60) months. 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 CORRECTION FACILITY
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)

**Note: MDOC reserves the right to add and/or remove facilities covered under this award.*

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 items specified in this IFB.

Business longevity information must be provided, as part of the bid packet submitted for consideration (*See Attachment A*).

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:

- Specifications and Descriptive Literature
- Bid Cover Sheet (Attachment A)
- Bid Form (Attachment B)
- Acknowledgement of Attachment(s)/Addendum(s) (Attachment C)

2.8 LATE SUBMISSION

No late bids, modifications or withdrawals will be considered unless receipt would have been timely had it not been 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:

- Specifications and Descriptive Literature
- Attachment A - Bid Cover Sheet in its entirety, signed by an authorized representative
- Attachment B - Bid Form in its entirety, signed by an authorized representative
- Attachment C - Acknowledgement of Attachment(s)/Addendum(s)

Minimum Qualifications to be Deemed Responsible

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

SECTION III SPECIFICATIONS

3.0 MINIMUM REQUIREMENTS

The specifications set forth herein represent the minimum requirements of MDOC. The bidder may offer options above and beyond these specifications; however, they will not be considered during evaluation. The bidder agrees to begin delivery immediately upon award. 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.

By submitting a bid, bidder agrees to:

- Provide a schedule of the proposed delivery system, reflecting time requirements for delivery to all facilities listed in this IFB.
- 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.
- Provide manufacturer approved liquid detergents, sanitizers, pot and pan detergents for Ecolab dishwashers and the cost of each on the Bid Form (*See Attachment B*). The price shall be based on the minimum purchase amounts. If additional products are needed, the price for those products shall be as agreed on by MDOC and the vendor prior to award.
- Time of Performance: Products must be available and ready for delivery upon award.

MDOC agrees to:

- Provide a safe and secure delivery site to all facilities.

ATTACHMENT A
IFB RFX No.: 3160005179
BID COVER SHEET

MDOC is seeking to purchase manufacturer approved dishwasher detergents and sanitizers for Ecolab dishwashers installed at 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 facilities covered under this award. The purpose of the IFB is to make one award 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 Friday, July 22, 2022 by 2:00 p.m., CST.

PLEASE MARK YOUR ENVELOPE:

RFX#: 3160005179
Opening Date: 2:00 p.m., CST, Friday, July 22, 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: _____

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

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 manufacturer approved dishwasher detergents and sanitizers for Ecolab dishwashers 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.

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.

List all service center locations your company has in Mississippi.

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

ATTACHMENT B
IFB RFx No.: 3160005179
BID FORM

Company	Company Representative	Telephone Number

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

- All required 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 purchase of required detergents and sanitizers.

Below is listed the Ecolab dishwashers installed at MDOC facilities.

Item Description Model/Type of Dishwasher Installed	Quantity of Dishwashers Installed at Facilities
1. Ecolab ES2000 HH Single Rack Dishwasher	14 total 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. Ecolab ES4000 Double Rack Dishwasher	11 total MSP-2 CMCF- 5 SMCI-4
3. Ecolab EC44-LW Conveyor Dishwasher	5 total MSP-2 CMCF-1 SMCI- 1 MCCF-1
4. Ecolab EC66 – LW Conveyor Dishwasher	1 total WGCF-1

Vendor shall provide manufacturer approved liquid detergents, sanitizers, pot and pan detergents for Ecolab machines and the cost of each. If additional products are needed, the price for those products shall be as agreed on by MDOC and the vendor prior to award.

**Manufacturer Approved Dishwasher Detergents and Sanitizers
For Ecolab Dishwashers**

Item Description	Size	Price Per Unit	Cost Per Rack
1. Liquid Detergent			
2. Low-Temp Liquid Detergent			
3. Pot and Pan Detergent			
4. Food Service Sanitizer			

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, Addendums and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in this IFB, Addendums and Attachments thereto;
3. That the company agrees to all provisions of this IFB, Addendums 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 C
IFB RFx No.: 3160005179
ACKNOWLEDGEMENT OF ATTACHMENT(S)/ADDENDUM(S)

Please sign and print at the appropriate statement.

I acknowledge receipt of the following Attachment(s)/Addendum(s) associated with this IFB:

1. _____
2. _____
3. _____

There were no Attachment(s)/Addendum(s) associated with this IFB.

Printed Name

Company Name

Signature

Date