

INVITATION FOR BIDS
RFX No. 3160006069

NOTICE AND INSTRUCTIONS

1.0 GENERAL

The Mississippi Department Corrections (hereinafter referred to as “MDOC”) seeks to obtain Competitive Sealed Bids to award a term contract for the purchase of **Commercial Washers and Dryers**. The initial contract period is anticipated to begin on December 6, 2023 and to run consecutively for twelve (12) months with the MDOC having the option to extend for up to two (2) consecutive six (6) month periods upon written agreement of all parties.

2.0 BID SUBMITTAL

2.1 SUBMITTAL DEADLINE

Competitive Sealed Bids will be received until **Monday, October 16, 2023 at 09:00 AM CST** at the Robert Clark Building, Office of Procurement and Contracts, 301 North Lamar Street, Jackson, Mississippi, 39201 or electronically into the MAGIC Procurement Portal as described herein and shortly thereafter publicly opened at 10:00 AM CST on Monday, October 16, 2023.

2.2 RESPONSE TO RFX (BID)

When submitting a bid, the bidder must ensure all questions have been answered within the IFB and all bid items in the IFB have a response.

2.3 ELECTRONIC BID SUBMITTAL

Competitive Sealed Bids may be submitted electronically through the State of Mississippi’s MAGIC system at the following websites:

https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False

Please use the websites above to search for **RFX No. 3160006069**

2.4 ELECTRONIC BID SUBMISSION ASSISTANCE

You must have the RFX number listed above. If you need assistance submitting your bid response electronically in MAGIC, please contact the Mississippi Management and Reporting System (MMRS) help desk at 601-359-1343, select Option 2 or you may send an email to mash@dfa.ms.gov. Please allow a day or two for assistance with your issue.

Bidders must be registered in MAGIC to submit a bid response electronically.

If you are not registered, please go to the following website: <https://www.dfa.ms.gov/mississippi-management-and-reporting-system-mmrs> and click on [Vendor Registration](#) on right side of the

webpage and select [Vendor Registration/Self Service](#) then click on the link entitled, “[State of Mississippi Supplier Self Registration](#)”. This website has information to help you register as a vendor for the State of Mississippi. Should you need assistance, please contact the MMRS help desk at 601-359-1343, select Option 2 or you may send an email to mash@dfa.ms.gov. Please allow a day or two for assistance with your issue.

2.5 SEALED PAPER BID SUBMISSION

If the bidder cannot submit an electronic bid response, a sealed paper bid response will be received by the MDOC offices located at the Robert Clark Building, Office of Procurement and Contracts, 301 North Lamar Street, Jackson, Mississippi, 39201 until **Monday, October 16, 2023 at 9:00 AM CST**. The office is opens to the public at 8:00 AM.

2.6 SEALED PAPER BID SUBMISSION INSTRUCTIONS

Bid responses must be made on forms furnished by the MDOC or they will *not* be considered. Letters will *not* be considered a part of your bid response and any alteration of the bid forms in any manner shall be considered non-conforming and bid response shall be rejected.

Facsimile transmissions or email submissions will *not* be accepted.

Conditional or qualified bids will *not* be considered.

3.0 BID SPECIFICATIONS

3.1 SPECIFICATIONS

Bidder shall submit and acknowledge *Attachment A, Specifications and Section 9.0 Bid Form* quoting the individual purchase price including delivery, FOB Destination to any MDOC location within the State of Mississippi along with the expected delivery date.

Attachment A and Section 9.0 must to be submitted with bid response.

All items must be new and of current make and model. Any and all equipment for which bids are submitted must have been produced, or replaced by newer makes of the same model that is submitted, for a minimum of the last three (3) years.

The MDOC reserves the right to request samples of equipment for inspection and evaluation at any time in the bid process up until the time of award.

The MDOC reserves the right to reject any bid that, in the opinion of the MDOC, does not meet the intent of this solicitation, or does not appear to have been manufactured with materials or labor workmanship to produce an acceptable standard of quality.

3.2 REQUIRED LITERATURE

Bidders must furnish all information requested in the Bid Specifications. Further, when required, 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 the MDOC will not satisfy this

provision.

4.0 PROTEST PROCEDURE

4.1 PROTEST INFORMATION

It is the intent of the Bid Specifications to obtain a product that will adequately meet the needs of the MDOC while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to review the entire bid packet and to notify the MDOC Office of Procurement and Contracts if the Bid Specifications or Instructions are formulated in a manner which would unnecessarily restrict competition. Any protest or question concerning the Bid Specifications or bidding procedures must be received in writing by the MDOC Office of Procurement and Contracts by **Friday, October 27, 2023**. The MDOC Office of Procurement and Contracts may be reached at telephone number 601-359-5600, or Procurement@mdoc.state.me.us

Protest of the award of this solicitation shall be done in accordance with Chapter VI of the Mississippi Department of Finance and Administration, Officer of Purchasing, Travel and Fleet Management, *Mississippi Procurement Manual* a copy of which can be downloaded at the following address:

<https://www.dfa.ms.gov/sites/default/files/Office%20of%20Purchasing%2C%20Travel%20and%20Fleet%20Home/Resources%20Manuals%20Guidelines/procurement-manual.pdf>

5.0 GENERAL INSTRUCTIONS

5.1 INSTRUCTIONS FOR BIDDERS

The MDOC reserves the right to reject any or all bids and to accept all or only certain units of any bid.

It is understood that all bids are to be submitted on the basis of complying with the provisions, terms and specifications as set out herein, and in the bid forms provided that you can do so under the various government rulings and directives now in effect or which may be issued during the period of this contract. In the event you bid on furnishing any materials which are prohibited from being manufactured by a government ruling or directive and are awarded such materials, you will *not* be required to make such shipment of said prohibited materials so long as the government directive is in effect. However, any change in bid specifications or provisions of the quotation should be discussed with MDOC Office of Procurements and Contracts promptly upon your being advised of the government ruling or directive necessitating a change.

The MDOC reserves the right to waive minor technicalities on bid responses and specifications when it is in the best interest of the Mississippi Department of Corrections and/or the State of Mississippi.

Unless otherwise specified, all formal bids shall be binding for a minimum of sixty (60) days after opening. If a bid is withdrawn after opening, bidder will be removed from the list of eligible bidders for a period of (6) six months.

Failure to respond on three contract advertisements will result in removal from the prospective bidders list.

Bidder must be duly qualified to do business and in good standing with the Mississippi Secretary of State and remain so throughout the term of the contract and for as long thereafter as any obligations may remain outstanding under the contract. To register or check your status with the Mississippi Secretary of State, visit the following link:

5.2 OFFICE CLOSURE

If the location of the public bid opening 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 location shall be open to the public 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 response, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the MDOC 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 closure 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.

6.0 AWARD INSTRUCTIONS

6.1 AWARD CRITERIA

Award will be made based on the lowest bid submitted meeting the Bid Specifications as stated herein.

6.2 AWARDED BIDDER INSTRUCTIONS

If award is made by the MDOC, a contract will be forwarded to the successful bidder. Purchase Orders will be issued on as needed basis by the MDOC. A Purchase Order will only be issued by the MDOC when there is an executed contract between the MDOC and bidder. Any action by a bidder prior to the receipt of a Purchase Order will be at the bidder’s “**OWN RISK**” and the MDOC will *not* be held liable for such action.

6.3 CONTRACT TERM

The initial contract period is anticipated to begin on **December 6, 2023** and to run consecutively for twelve (12) months, with an expected termination date of **December 5, 2024**. The MDOC shall have the option to extend the terms of this contract, under the same price, terms and conditions for two (2) addition six (6) month periods upon written agreement of all parties. The total amount of extensions will be two (2). The contract extension shall begin on the original termination date or the extension termination date.

6.4 CANCELLATION OF CONTRACT

Any contract or item award may be canceled with or without cause by the MDOC upon 30 days written notice of intent to cancel. Cause for the MDOC 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, failure to perform to contract conditions. The bidder will be required to honor all purchase orders 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 MDOC does not relieve the bidder of any liability arising out of a default or nonperformance. If a contract is canceled by the MDOC due to the request for increase in prices or failure to perform, bidder may be removed from the bidders list for a period of twelve (12) months. Protests of said removal from the bidders list shall be in accordance with Chapter VI of the Mississippi Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management, *Mississippi Procurement Manual*.

7.0 SUBMISSION INSTRUCTIONS FOR SEALED PAPER BID RESPONSE

The bidder has chosen *not* to submit a bid response electronically into the State of Mississippi's MAGIC System.

Bids shall be submitted in sealed envelope(s). The outside of the envelope shall be addressed as shown below:

RFX NO. 3160006069
OFFICE OF PROCUREMENT & CONTRACTS
ROBERT CLARK BUILDING
MS DEPT. OF CORRECTIONS
301 NORTH LAMAR STREET
JACKSON MS 39201

Initial on the line provided below acknowledging acceptance.

_____ I/We certify that we have read and understand the "Notice and Instructions" which are included as a part of this Invitation for Bids.

Please complete the following information including signing and dating in *blue* ink.

COMPANY: _____ NAME: _____
(Print or type)

ADDRESS: _____ SIGNATURE: _____
_____ TITLE: _____

PHONE: _____ DATE: _____

FAX: _____

EMAIL: _____

8.0 SUBMISSION INSTRUCTIONS FOR SEALED ELECTRONIC BID RESPONSE

The bidder has chosen to submit a bid response electronically into the State of Mississippi's MAGIC System.

Please refer to Sections 2.3 and 2.4 on page 1 of the bid packet for further information on electronic submission in the MAGIC System.

By submitting an electronic bid, the bidder acknowledges and certifies that it has read and understands the "Notice and Instructions" as made part of this Invitation for Bids.

9.0 BID FORM

COMMERCIAL WASHERS AND DRYERS

WASHERS: MINIMUM OF NINE (9) AND UP TO FIFTEEN (15)

DRYERS: MINIMUM OF TEN (10) AND UP TO SIXTEEN (16)

RFX NO. 3160006069

MDOC Office of Procurement & Contracts
Robert C. Clark Building
301 North Lamar Street
Jackson, Mississippi 39201

Pursuant to the advertisement bids shall be received until **Monday, October 16, 2023 at 9:00 AM**

I/We _____ residing at _____ do hereby submit this Bid Form furnishing the following in accordance with any amendment made thereto where applicable, and the Specifications. This Bid is made without collusion on the part of any person, firm or corporation.

I/We acknowledge that we are liable for all taxes. Mississippi Code Annotated § § 27-65-1, *et seq.*, and 27-67-1, *et seq.*, exempts the MDOC and other State entities from State of Mississippi sales and use taxes. Likewise, the MDOC will not pay excise or personal property taxes. I/We acknowledge that we are responsible for contacting local taxing authorities in the county where equipment will be located to determine possible taxing liabilities in connection therewith.

*The prices quoted shall be in **FIGURES ONLY** for furnishing Commercial Washers & Dryers: Washers: minimum of nine (9) and up to fifteen (15), Dryers: minimum of ten (10) and up to sixteen (16) delivered statewide, FOB Destination to any MDOC location.

**Delivery Requirements: The MDOC is aware of supply chain issues and longer than normal delivery times. Please submit your bid with the best delivery time and the MDOC will determine if an issue exists with using the required fiscal year funds.

Note: If no bids received can meet the delivery requirement, award may be made to the lowest bidder meeting specification. The MDOC reserves the right to cancel and/or re-advertise this solicitation.

All items must be NEW and of CURRENT make and model. Any and all equipment for which bids are submitted must have been produced, or replaced earlier makes of the same model that is submitted, for a minimum of the last three (3) years.

The MDOC reserves the right to request/view samples of equipment for inspection and evaluation at any time in the bid process up until the time of award.

The MDOC reserves the right to reject any bid that, in the opinion of the MDOC, does not meet the intent of the solicitation, or does not appear to have been manufactured with materials or labor workmanship to produce an acceptable standard of quality.

Contract to Purchase: Commercial Washers and Dryers

WASHERS: MINIMUM PURCHASE SHALL BE NINE (9) UNITS
AND THE MAXIMUM SHALL BE FIFTEEN (15).

DRYERS: MINIMUM PURCHASE SHALL BE TEN (10)
AND A MAXIMUM PURCHASE SHALL BE SIXTEEN (16)

Term: The initial term of the awarded contract shall be for a period of twelve (12) consecutive months, with an expected termination date of December 5, 2024 unless extended in accordance with Section 6.3 of this solicitation. No performance bond will be required for the awarded contract.

VOLUME: THE TOTAL QUANTITY OF WASHER & DRYER UNITS TO BE PURCHASED BY THE MDOC IS NOT KNOWN. WASHERS: THE MINIMUM PURCHASE SHALL BE NINE (9) AND THE MAXIMUM SHALL BE FIFTEEN (15); DRYERS: THE MINIMUM PURCHASE SHALL BE TEN (10) AND A MAXIMUM PURCHASE SHALL BE SIXTEEN (16).

WASHER:

*\$ _____/EA. **DELIVERY: _____ DAYS

MAKE: _____ MODEL: _____

DRYER:

*\$ _____/EA. **DELIVERY: _____ DAYS

MAKE: _____ MODEL: _____

COMPANY: _____

NAME: _____
(Print or type)

ADDRESS: _____

SIGNATURE: _____

TITLE: _____

PHONE: _____

DATE: _____

FAX: _____

EMAIL: _____

10.0 CONTRACT TERMS AND CONDITIONS

Please initial on the line provided below to acknowledge.

____ I/We certify that we have read and understand the "Contract" (Attachment B) and if awarded, the proposed bidder will followed accordingly. I/we understand that the "Invitation for Bids, RFx No.: 3160006069" and any attachments or amendments, as well as my/our responses to this solicitation will be fully incorporated by reference in the awarded contract that may be executed as a result of this solicitation.

A contract will be sent to the bidder after award.

Please complete the following, including signing and dating in *blue* ink:

COMPANY: _____	NAME: _____ (Print or type)
ADDRESS: _____ _____	SIGNATURE: _____ TITLE: _____
PHONE: _____	DATE: _____
FAX: _____	
EMAIL: _____	

11.0 INVOICING AND PAYMENT

Please list bidders name and address as it will appear on the invoice for the purchase of COMMERCIAL WASHERS: MINIMUM OF NINE (9) AND UP TO FIFTEEN (15) and COMMERCIAL DRYERS: MINIMUM OF TEN (10) AND UP TO SIXTEEN (16) if a contract is awarded.

BIDDER
NAME:

ADDRESS:

12.0 CHECKLIST INFORMATION

Failure to submit all items below may cause your bid to be considered irregular and may be rejected:

- () Correct RFX number is used in address – (Section 7.0)
- () “Bid Form” – completed and enclosed (Section 9.0)
- () Acknowledgement of “Contract Terms and Conditions” (Section 10.0)
- () Invoicing and Payment (Section 11.0)
- () “Specifications” – completed and enclosed (Attachment A)
- () “W-9” – Submitted and enclosed (Shall be current and valid)
- () Detailed literature to prove compliance with “Specifications”

ATTACHMENT A

SPECIFICATIONS

Commercial Washers and Dryers

Non-Restrictive Clause: Any use of brand name or equal within these specifications are to be considered a reference for the purpose of describing the standard of quality, performance, and characteristics desired. It is not intended to limit or restrict competition.

The vendor must respond to the following statements. Specifications listed are **minimum** requirements that must be met for a vendor to qualify for an award. A "YES" response means the vendor guarantees that they can meet the requirement. A "NO" response means the vendor cannot meet the requirement and will not be considered. If on inspection, an item is found not to comply, the bid will be rejected.

Underwriter Laboratories (UL) Certification: Provide electric equipment and components that are evaluated by UL for fire, and electric shock according to applicable safety standards and that are UL certified for compliance and labeled for intended use. (YES / NO)

Washer Extractors - Stainless Steel: ASTM A 666, Type 304 Stainless Steel. (YES / NO)

Dryer Tumblers - Galvanized Steel: coating designation; commercial-quality, cold-rolled steel that is zinc coated by the hot-dip process and chemically treated. (YES / NO)

HIGH PERFORMANCE WASHER EXTRACTOR MODELS AND COMPONENTS (YES / NO)

Washer/Extractor		
Yes	No	Specification
		Dry Weight Capacity: 65 lb. (30 kg). minimum
		Wash Cylinder Volume: 9.61 cu. ft. (272,125 cu cm) minimum
		Control: M30 system
		Number and Size of Water Inlet Connections: 2 at 3/4 in (19 mm), NH male connectors
		Number and Size of Drain Outlets: 1 at 3.0 in (76 mm)
		Drive Motor: 5 hp. up to 7hp
		G Force (M Sp.): 27/Very Low,100/Low, 200/Medium
		Electrical Requirements: 208v-240v/60Hz/3 phase
		Unit must be heavy duty and rated for continual use (8-10 hrs. per day)

Dryer Tumbler		
Yes	No	Specifications
		Capacity: 75 lb. (34 kg)
		Lint Filter: 576 sq. in (3716 sq. cm) Self-cleaning, depositing lint in a large storage area at bottom of tumble dryer
		Heat Source: Natural Gas, 150,000 BTU/hr., 1/2 in (13 mm) NPT
		Exhaust Size: 8 in (203 mm)
		Electrical Requirements: 110v/60Hz/1 phase
		Unit must be heavy duty and rated for continual use. (8-10hrs. per day)

General (Delivery, Installation, Miscellaneous)		
Yes	No	Specifications
		Delivery, FOB Destination to any MDOC location statewide
		Must be new and unused model
		Manufacturer's data sheets on each product to be used, including: <ul style="list-style-type: none"> ○ Preparation instructions and recommendations
		Shop Drawings: Include plans, elevations, sections, roughing-in dimensions, fabrication details, utility service requirements, and attachments to other work.
		Coordination Drawings: Indicate locations of laundry equipment and connections to utilities, and clearance requirements for equipment access and maintenance
		Operation and Maintenance Data: For laundry equipment to include in emergency, operation, and maintenance manuals. Include a schedule with the following:
		○ Designation indicated on Drawings
		○ Manufacturer's name and model number
		○ List of factory-authorized service agencies including their addresses and telephone numbers
		Vendor shall install in accordance with manufacturer's instructions, test and ensure fully functional
		System Startup and Commissioning: Arrange for a local manufacturer's representative to inspect machines prior to startup and operation
		Manufacture shall provide on-site training to MDOC for a period of not less than 30 minutes
		Manufacture shall provide Operator, Maintenance, and Parts Manuals. (1) Printed and (1) Electronic set
		Every washer and dryer purchased shall arrive fully assembled and calibrated as needed
		Vendor shall provide 48 hours advance notice prior to delivery to Mr. Jamie Watkins (601) 201-0198 or Mrs. Renee Snuggs (601) 253-0700 ext. 1012

Warranties		
Yes	No	Specifications
		<u>Washer Extractor Parts and Labor</u> : Manufacturer's standard form in which manufacturer agrees to repair or replace any part of the equipment assembly that fails within specified warranty period.
		○ <u>Warranty Period</u> : Five (5) years from date of substantial completion as acceptable by the MDOC.
		<u>Washer Extractor Parts and Labor</u> : Mainframe, Cylinder Shaft Assembly, and Bearings.
		○ <u>Warranty</u> : Manufacturer's standard form in which manufacturer agrees to repair or replace mainframe, bearing, cylinder or cylinder shaft assembly that fails within specified warranty period.
		○ <u>Warranty Period</u> : Five (5) years from date of substantial completion as acceptable by the MDOC.
		<u>Dryer Tumbler Parts and Labor</u> : Manufacturer's standard form in which manufacturer agrees to repair or replace any part of the equipment assembly that fails within specified warranty period.
		○ <u>Warranty Period</u> : Five (5) years from date of substantial completion as acceptable by the MDOC.
		<u>Automatic Drying Cabinets Parts and Labor</u> : Manufacturer's standard form in which manufacturer agrees to repair or replace any part of the equipment assembly that fails within specified warranty period.
		○ <u>Warranty Period</u> : Five (5) years from date of substantial completion as acceptable by the MDOC.

ACKNOWLEDGE OF SPECIFICATION REQUIREMENTS:

By signing below, you hereby acknowledge that the responses above are true and correct to the best of your knowledge.

NAME (PRINTED): _____

SIGNATURE: _____

ATTACHMENT B
CONTRACT
Commercial Washers and Dryers
Contract No.: 82000XXXX

THIS AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between the **Mississippi Department of Corrections**, a governmental agency of the State of Mississippi, (hereinafter referred to as "Customer" and/or "State"), whose physical address is 301 N. Lamar Street, Jackson, Mississippi 39201 and (**Vendor's Name TBD**) (hereinafter referred to as "Vendor"), who is registered to do business in the State of Mississippi, whose address is (**Vendor's Address TBD**). The MDOC and Vendor may be referred to herein collectively as "parties" or individually as "party")

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate 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.
- 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.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, and, if applicable, include services to render it continually operational, as identified on Exhibit A of 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 this 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, 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. 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 7 herein.
6. TERM: The initial term of this Agreement shall begin on (anticipated start date December 6, 2023) and shall continue for 12 consecutive months, with an expected termination date of December 5, 2024. The MDOC shall have the option to extend the term of this Agreement under the same price, terms and conditions for up to two (2) consecutive six (6) month periods, upon agreement of both parties. The Agreement extension shall begin on the original termination date or the extension termination date.
7. PAYMENTS:
- A. INVOICING AND PAYMENTS: The charges for the equipment, and/or services covered by this Agreement are specified in the attached Exhibit A. Vendor shall submit an invoice for approval to the MDOC within fifteen (15) days of completion of each month for which work is performed for the project. The invoice shall include: reference to this Contract number, Contractor's taxpayer identification number and any other details as the MDOC may reasonably request.
 - B. 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", which generally provides for payment of undisputed amounts by the Customer within forty-five (45) days of receipt of the invoice. Mississippi Code Annotated § 31-7-301, *et seq.*
 - C. PAYMODE: Payments by state agencies using the State's accounting system, Mississippi's Accountability System for Government Information and Collaboration (MAGIC), shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Vendor's choice. The State, may at its sole discretion, require the Vendor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
 - D. TAXES. The Vendor is liable for all taxes. Sections 27-65-1, *et seq.*, and 27-67-1, *et seq.*, of the Mississippi Code exempts the MDOC and other State entities from State sales and use taxes. Likewise the MDOC will not pay excise or personal property taxes.

8. **INDEMNIFICATION:** To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDOC, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi 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 attorney's 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 State's sole discretion upon approval of the Office of the Mississippi Attorney General, 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 Office of the Mississippi Attorney General. Vendor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.
9. **ASSIGNMENT:** The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under the Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.
10. **APPLICABLE 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 the State of Mississippi. The Vendor shall comply with applicable federal, state, and local laws and regulations.
11. **NOTICE:** All notices 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:

Burl Cain
 Commissioner
 Mississippi Department of Corrections
 301 North Lamar Street
 Jackson, MS 39201

12. **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 for the right of the Customer to enforce any provision at any time in accordance with its terms.
13. **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.
14. **SEVERABILITY:** If any part of this Agreement is declared to be invalid or unenforceable, such invalid or unenforceability shall not affect any other provisions of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the Agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provision in compliance with applicable law.
15. **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.
16. **AUTHORITY TO CONTRACT:** Vendor warrants (a) that it is a validly organized business with valid

authority to enter into this Agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi (c) 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 (d) 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.

17. RECORD RETENTION AND ACCESS TO RECORDS: Provided Vendor is given reasonable advance written notice and such inspection is made during normal business hours of Vendor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Vendor's books, documents, papers, and/or records which are maintained or produced as a result of this project for the purpose of making audits, examinations, excerpts, and transcripts. All records related to this Agreement shall be retained by Vendor for three (3) years after final payment is made under this and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end 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 or until the end of the three (3) year period, whichever is later.
18. FORCE MAJEURE: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Vendor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate this Agreement
19. 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.
20. 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 this 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.
21. MODIFICATION OR RENEGOTIATION: This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.
22. 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.

23. E-VERIFICATION: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated § 71-11-1, *et seq.* 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. Upon request of the State and approval of the Social Security Administration or Department of Homeland Security, when required, Customer agrees to provide a copy of each such verification. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this Agreement may subject 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; (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.

24. TRANSPARENCY: This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated § 25-61-1 *et seq.*, and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 Mississippi Code Annotated § 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. 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.
25. COMPLIANCE WITH LAWS: The Vendor understands that the MDOC 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.
26. APPROVAL: It is understood that if this contract requires approval by the Public Procurement Review Board (PPRB) and/or the Mississippi Department of Finance and Administration (DFA) Office of Purchasing, Travel and Fleet Management (OPTFM), and this contract is not approved by the PPRB and/or OPTFM, it is void and no payment shall be made hereunder.
27. PROCUREMENT REGULATIONS: The contract shall be governed by the applicable provisions of the *Mississippi Procurement Manual*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

28. REPRESENTATION REGARDING CONTINGENT FEES: Vendor 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 contingent fee, except as disclosed in Contractor's bid or proposal.
29. REPRESENTATION REGARDING GRATUITIES: Vendor 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*.
30. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION: It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
31. ENTIRE AGREEMENT: This Agreement, (Vendor's bid response and the Invitation for Bids, RFX No.: 316000XXXX, dated as incorporated) herein shall constitute the entire agreement of the parties with respect to the equipment, and if applicable, any 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.

This Agreement has been entered into and executed by the Mississippi Department of Corrections and (VENDOR) hereto as of the date last executed below.

MISSISSIPPI DEPARTMENT OF CORRECTIONS

Burl Cain, Commissioner

DATE

(VENDOR)

(Name/Title)

DATE

EXHIBIT A

COMMERCIAL WASHER AND DRYER SPECIFICATIONS

Underwriter Laboratories (UL) Certification: All electric equipment and components are evaluated by UL for fire, and electric shock according to applicable safety standards and are UL certified for compliance and labeled for intended use.

Washer Extractors - Stainless Steel: ASTM A 666, Type 304 Stainless Steel.

Dryer Tumblers - Galvanized Steel: coating designation; commercial-quality, cold-rolled steel that is zinc coated by the hot-dip process and chemically treated.

HIGH PERFORMANCE WASHER EXTRACTOR MODELS AND COMPONENTS

Washer/Extractor

- Dry Weight Capacity: 65 lb (30 kg). minimum.
- Wash Cylinder Volume: 9.61 cu. ft. (272,125 cu cm) minimum.
- Control: M30 system.
- Number and Size of Water Inlet Connections: 2 at 3/4 in (19 mm), NH male connectors.
- Number and Size of Drain Outlets: 1 at 3.0 in (76 mm).
- Drive Motor: 5 hp. up to 7hp.
- G Force (M Sp.): 27/Very Low, 100/Low, 200/Medium.
- Electrical Requirements: 208v-240v/60Hz/3 phase.
- Unit must be heavy duty and rated for continual use. (8-10hrs. per day)

Dryer Tumbler

- Capacity: 75 lb. (34 kg).
- Lint Filter: 576 sq. in (3716 sq. cm). Self-cleaning, depositing lint in a large storage area at bottom of tumble dryer.
- Heat Source: Natural Gas, 150,000 BTU/hr., 1/2 in (13 mm) NPT.
- Exhaust Size: 8 in (203 mm).
- Electrical Requirements: 110v/60Hz/1 phase
- Unit must be heavy duty and rated for continual use. (8-10hrs. per day)

General: (Delivery, Install, etc..)

- Delivery, FOB to any MDOC location Statewide
- Must be new and unused model
- Manufacturer's data sheets on each product to be used, including:
 - Preparation instructions and recommendations.
- Shop Drawings: Include plans, elevations, sections, roughing-in dimensions, fabrication details, utility service requirements, and attachments to other work.
- Coordination Drawings: Indicate locations of laundry equipment and connections to utilities, and clearance requirements for equipment access and maintenance.
- Operation and Maintenance Data: For laundry equipment to include in emergency, operation, and maintenance manuals. Include a schedule with the following:
 - Designation indicated on Drawings.

- Manufacturer's name and model number.
- List of factory-authorized service agencies including their addresses and telephone numbers.
- Vendor shall Install in accordance with manufacturer's instructions, test and ensure fully functional.
- System Startup and Commissioning: Arrange for a local manufacturer's representative to inspect machines prior to startup and operation.
- Manufacture shall provide on-site Owner Training for a period of not less than 30 minutes.
- Manufacture shall provide Operator, Maintenance, and Parts Manuals. (1) Printed and (1) Electronic set.
- Every washer and dryer purchased shall arrive fully assembled and calibrated as needed.
- The MDOC facility must be provided 48 hours advance notice prior to delivery. The initial installation is for Walnut Grove Correctional Facility, please contact Mr. Jamie Watkins (601) 201-0198 or Mrs. Renee Snuggs (601) 253-0700 ext. 1012. Vendor shall be provided contact information for all other MDOC facilities as needed.

Warranties

Washer Extractor Parts and Labor: Manufacturer's standard form in which manufacturer agrees to repair or replace any part of the equipment assembly that fails within specified warranty period.

Warranty Period: Five (5) years from the date the MDOC deems substantially complete.

Washer Extractor Parts and Labor: Mainframe, Cylinder Shaft Assembly, and Bearings

Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace main frame, bearing, cylinder or cylinder shaft assembly that fails within specified warranty period.

Warranty Period: Five (5) years from the date the MDOC deems substantially complete.

Dryer Tumbler Parts and Labor: Manufacturer's standard form in which manufacturer agrees to repair or replace any part of the equipment assembly that fails within specified warranty period.

Warranty Period: Five (5) years from the date the MDOC deems substantially complete.

Automatic Drying Cabinets Parts and Labor: Manufacturer's standard form in which manufacturer agrees to repair or replace any part of the equipment assembly that fails within specified warranty period.

Warranty Period: Five (5) years from the date the MDOC deems substantially complete.

INVITATION FOR BIDS
RFx No.: 3160006069
Dated: September 25, 2023

(Incorporated by Reference)

(VENDOR's) BID RESPONSE

Dated:

(Incorporated by Reference)