



**Burl Cain
Commissioner**

**Invitation for Bids
RFx No.: 3160005845
Cold Storage System
Freezer Condensing Units
&
Freezer Evaporators**

Issue Date: May 01, 2023

Closing Date: March 08, 2023

**Closing Location:
Mississippi Department of Corrections
301 North Lamar Street
Jackson, Mississippi 39201**

Contact Information:
Mississippi Department of Corrections
Office of Procurement and Contracts
Attn: Christopher Statham, Bid Coordinator
301 North Lamar Street
Jackson, MS 39201
Telephone: 601-359-5600
Procurement@mdoc.state.ms.us

Invitation: The Mississippi Department of Corrections (“MDOC”) is seeking sealed competitive bids for a term bid contract from qualified and interested bidders for the purchase and delivery of freezer condensing units and freezer evaporators for Cold Storage System as stated herein.

SECTION I. GENERAL CONDITIONS

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

The use of the word “agency” in any bid invitation solicitation or specification shall be intended to mean state agencies only. The words “governing authority” when used shall be intended as meaning city, county or other local entities.

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 in person to the Mississippi Department of Correction, Office of Procurement and Contracts (“MDOC”). Paper bids are allowed. 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 as a State of Mississippi Supplier, have a login, password, and supplier number and meet all technical requirements to upload bid packet. Please contact the MAGIC Help Desk by calling 601-359-1343 or by emailing mash@dfa.ms.gov for assistance. Bidders are encouraged to visit the Mississippi Department of Finance and Administrations website at <https://www.dfa.ms.gov/vendors> or additional information on becoming a State of Mississippi Supplier. Bids received after the time designated in the solicitation shall be considered late and shall not be considered for award.
- 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 or other means, an MDOC representative can enter the bidder’s bid manually in MAGIC (i.e., Surrogate bidding).

- 1.2.5 Failure to examine any drawings, 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, when required, bidder must submit for bid evaluation cuts, sketches, 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 during testing will, upon request, be returned at the bidder's expense. Request for the return samples must be made within ten (10) days following bid opening. Each individual sample must be labeled with bidder's name, 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. The bidder's name and address must be listed on the outside of the envelope, along with the date of the Bid Opening, and the RFX number.

1.4 ACCEPTANCE OF BIDS

The 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.

If a bidder fails to state the time within which a submitted bid will expire, it is understood and agreed that the MDOC shall have 60 days to accept.

1.5 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.

1.6 AWARD

- 1.6.1** Contract and/or purchase will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the bid specifications. Where more than one item is specified in the specifications, the 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 IFB, or as expressly provided in this IFB.
- 1.6.2** Unless the bidder specified otherwise in the bid, the MDOC may accept any item or group of items of any kind.
- 1.6.3** A written purchase order or contract award furnished to the successful bidder within the time of acceptance specified in this IFB results in a binding agreement 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 and/or contract award. The awarded contract shall not be assignable in whole or in part without the written consent of the MDOC.

1.7 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. During manufacture, 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 (contractor) 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/State 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.

1.8 TAXES

The State is exempt from federal excise taxes and state and local sales or use taxes. Bidders must quote prices which do not include such taxes. Exemption certificates will be furnished upon request. Contractors making improvements to, additions to or repair work on real property on

behalf of the State are liable for any applicable sales or use tax on purchase of tangible personal property for use in connection with the contracts. Contractors are likewise liable for any applicable use tax on tangible personal property furnished to them by the State for use in Connection with their contracts.

1.9 GIFTS, REBATES, GRATUITIES

1.9.1 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.

1.9.2 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.

1.10 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.*

1.11 INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of materials, documents, data, and other information which bidder has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the bid 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.

Any liability resulting from wrongful disclosure of confidential information on the part of bidder shall rest with bidder. Disclosure of any confidential information by bidder without the express written approval of the MDOC shall result in the immediate termination of the agreement.

1.12 PRECEDENCE

Bids shall be made and the contract and/or purchase order 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.

1.13 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 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.

1.14 ERRORS IN BID

Any errors in the extension of prices in the bid, the unit price will govern. Not bid shall be altered or amended after the specified time for opening bids. Bidders are expected to examine the IFB in its entirety. Failure to do so will be at bidder's risk.

1.15 WAIVER

The 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.

1.16 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 (contractor) 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 (contractor) within a period of 30 days following the date of expiration or cancellation. Cancellation by the State does not relieve the bidder (contractor) 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 (contractor'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 (contractor) may cancel a contract or purchase for cause with the giving of 30 days' written notice of intent to cancel. Cause for the bidder (contractor) to cancel may include, but is not limited to, the item(s) being discontinued and/or unavailable from the manufacturer.

1.17 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 the MDOC and the substitutions are deemed to be in the best interest of the State.

1.18 APPLICATION

It is understood and agreed by the bidder that any contract entered into as a result of this IFB 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 the 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.

1.19 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.

1.20 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 offer alternative 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. Bidders who do not respond to correspondence from the MDOC or those who do not meet deadline requests by the MDOC.

1.21 BID OPENING

Bid Opening will be open to the public; however, this will include opening, reading, and listing the name of each bidder and the bid price of each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made either stated or implied at the Bid Opening.

1.22 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.

1.23 FIRM BID PRICE

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

1.24 RIGHT TO PROTEST

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the MDOC's Procurement Officer and copy the Chief Procurement Officer, DFA-Office of Purchasing, Travel and Fleet Management. The protest shall be submitted in writing within 7 days after such aggrieved person knows or should have known of the facts giving rise thereto.

1.24.1 PROCEDURES FOR FILING PROTESTS

Complaints. Complainants should seek resolution of their complaints initially with the MDOC's Procurement Officer.

When Filed. Protests shall be made in writing to the MDOC Procurement Officer and copied to the Chief Procurement Officer, DFA-Office of Purchasing, Travel and Fleet Management, and shall be filed in duplicate within seven (7) days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Chief Procurement Officer or the MDOC Procurement Officer. Protests filed after the seven (7) day period shall not be considered.

1.24.2 CONTENT OF PROTEST

The written protest letter shall contain:

- the name and address of the protester;
- appropriate identification of the procurement, the procurement number and if a contract has been awarded, its number;
- a statement of reasons for the protest; and
- supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

The protest letter should be submitted in an envelope labeled “Protest” and be addressed as follows:

Address: Mississippi Department of Corrections
c/o Office of Procurement and Contracts
Protest Letter, RFX Number:
301 North Lamar Street
Jackson, MS 39201

1.24.3 PROTEST DECISION

The MDOC Procurement Officer in collaboration with the Special Assistant Attorney General shall promptly issue a decision in writing. The decision shall:

- (a) state the reason for the action taken; and
- (b) inform the protestant of its right to administrative review.

Additional Information on Protest is provided in the *Mississippi Procurement Manual*, a copy of which can be downloaded at <https://www.dfa.ms.gov/>

1.25 CONTRACT EXTENTION

1.25.1 Automatic contract renewals or extensions are not allowed. Contracts must be extended or renewed with the proper documents signed or approved by the MDOC.

1.25.2 The MDOC reserves the right to extend the term of the contract, when necessary, to continue a source of supply whenever new or replacement contract are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Contractor and shall not exceed six (6) months with a maximum four (4) extensions.

1.25 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.

Bidder is certifying that to the best of its knowledge and belief, that it:

(1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

(2) has not, within a three year period preceding this bid proposal, been convicted of or has a civil judgment rendered against it for commission of fraud or criminal offense in connection with

obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

(3) has not, within a three year period preceding this bid proposal, been convicted of or had a civil judgement rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraph two (2) and (3) of this certification; and

(5) has not, within a three year period preceding this bid proposal, had one or more public transactions (federal, state, or local) termination for cause or default.

1.26 ASSIGNMENT

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

1.27 INDEMINIFICATION

Bidder (contractor) 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 (contractor's) and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform the agreement. In the State's sole discretion, bidder may be allowed to control the defense of any such claim, suit, etc. In the event bidder (contractor) defends said claim, suit, etc., bidder (contractor) shall use legal counsel acceptable to the State; bidder (contractor) 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 (contractor) shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

1.28 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, 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.

1.29 STANDARD TERMS AND CONDITIONS:

1. INVOICING AND PAYMENTS: The charges for the equipment, and, if applicable, the software or services covered by the agreement. Vendor shall submit an invoice with the appropriate documentation to Customer.

2. 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.*

3. 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 the agreement. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

4. INDEMNIFICATION: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, 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 the 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.

5. 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.

6. APPLICABLE LAW: The 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. The Vendor shall comply with applicable federal, state, and local laws and regulations.

7. NOTICE: All notices required or permitted to be given under the 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

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

9. SEVERABILITY: If any part of the 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.

11. 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 the agreement.

12. AUTHORITY TO CONTRACT: Vendor warrants (a) that it is a validly organized business with valid authority to enter into the 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 the 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 the 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 the agreement.

13. 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 the agreement and retained by Vendor for three (3) years after final payment is made under the agreement and retained by Vendor for three (3) years after final payment is made under the agreement 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.

14. 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 the agreement

15. TERMINATION: The 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 the 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 the 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.

16. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under the 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 the 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.

17. MODIFICATION OR RENEGOTIATION: The agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in the agreement necessary.

18. 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.

19. 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 the agreement may subject Vendor to the following: (1) termination of the 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.

21. TRANSPARENCY: The 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.

22. 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 the 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 the agreement, the parties have caused the agreement to be executed by their undersigned representatives.

23. **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 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.

SECTION II INSTRUCTIONS AND SPECIAL CONDITIONS

2.1 PURPOSE

The MDOC is seeking to obtain bids for minimum of 4 new freezer condensing units with a maximum of 14, and a minimum of 8 freezer evaporators with a maximum of 16 for the Cold Storage System located at Mississippi State Penitentiary. The bidder may provide options above and beyond these specifications that best suit the needs of the MDOC. The bidder agrees to begin delivery within 60 days of award unless an alternative delivery time is agreed to be the MDOC. The delivery must take place within the State's current fiscal year.

Note: The MDOC is aware of supply chain issues and the longer than normal delivery times. Bids should be submitted with the best possible delivery date. The MDOC reserves the right to cancel and re-solicit this solicitation.

2.2 CLARIFICATIONS

2.2.2 Bidder shall complete the Acknowledgement of Addendum(s) form (*See Attachment C*).

2.2.3 The MDOC will not be bound by any verbal information that is not contained within this IFB or Addendum(s).

2.3 AWARD INSTRUCTIONS

If an award is made by the MDOC, a contract and/or purchase order will be forwarded to the successful bidder. Any action by bidder prior to receipt of a signed contract and/or purchase order will be at bidder's risk and the MDOC shall not be responsible for such action.

2.4 GENERAL TERM OF PURCHASE

2.3.1 TERM

Upon acceptance of a bid by the MDOC, and receipt of a signed contract and/or purchase order, the successful bidder shall be obligated to deliver equipment in accordance with the specification listed in this IFB or as alternatively made with the MDOC in writing. The anticipated start date of the contract shall be 05/31/2023 and shall be valid for an initial period of six months with MDOC having the option to renew under the same prices, terms and conditions as stated herein for up to six

consecutive six-month periods.

2.3.2 DELIVERY

The awarded bidder shall begin delivery within **60 days** of award unless alternate delivery time is agreed to by the MDOC. Bidder shall provide 48 hours advanced notice prior to delivery to the following location:

Mississippi State Penitentiary (Central Warehouse, Cold Storage)
Highway 49 West, Parchman, MS. 38738
Points of Contact:
Mr. Joe Morris (662) 375-2470, (662)745-6611 ext. 3066
Mr. Gerrard Poole (662) 444-0852

2.4 CANCELLATION OF CONTRACT

Any contract and/or purchase order may be cancelled with or without cause by the MDOC upon 30 days written notice of intent to cancel. 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.

2.5 PROCUREMENT TIMELINE

TASK	DATE	TIME
Invitation for Bids Issue Date/First date of advertisement:	05/01/23	8:00 a.m. (CST)
Second date of advertisement	05/08/23	8:00 a.m. (CST)
Bid Packet Submission Deadline	05/19/23	9:00 a.m. (CST)
Bid Opening	05/19/23	10:00 a.m. (CST)
Bid Evaluation	05/19/23	N/A
Anticipated Notice of Intent to Award Issued	05/22/23	10:00 a.m. (CST)
Protest Deadline	05/29/23	10:00 a.m. (CST)

2.5 MINIMUM QUALIFITICATIONS

Bidder must have been in business a minimum of two (2) years prior to submission of its bid.

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 or purchase.

2.7 PROCUREMENT METHODOLOGY

2.7.1 Restrictions on Communications with MDOC Staff

At no time shall any bidder or its personnel contact, or attempt to contact, any MDOC staff regarding this IFB except the contact person as set forth on the cover sheet of this document.

2.7.2 Cost of Preparing Bid

The MDOC accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

2.7.3 Independent Price Determination

By submitting a bid, 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 bid. The prices quoted shall be inclusive of, but not limited to the following: all required equipment/material; all required insurance; all required overhead; all required profit; and, all required licenses, certifications, fees or permits.

2.7.4 Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions in the IFB document is subject to rejection as non-responsive. The MDOC reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the MDOC of non-responsiveness based on the submission of non-conforming terms and conditions.

2.8 SUBMISSION FORMAT

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

- Attachment A - Bid Cover Sheet
- Attachment B - Bid Form
- Attachment C - Acknowledgement of Amendment(s)/Addendum(s)

2.9 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.

2.10 BID EVALUATION

Bids will be evaluated based on lowest price and the best responsive/responsible 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 RFQF. 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 - 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 Amendment(s)/Addendum(s)

Minimum Qualifications to be Deemed Responsible – In order to be deemed responsible the bidder must meet the following:

- Minimum of two (2) years business longevity providing the items listed in this IFB
- Registered to do business with the State of Mississippi through the Secretary of State, if not registered affirm that you will do so within seven (7) business day of being notified by MDOC of contract award or purchase.

SECTION III SPECIFICATIONS

3.1 SPECIFICATIONS

The MDOC plans to make a minimum purchase of 4 new freezer condensing units up to a maximum of 14 total units and a minimum of 8 new freeze evaporators with a maximum of 16 total evaporators in accordance with the specifications.

The Cold Storage Systems located is Mississippi State Penitentiary (MDP) consist of 20 condensing and 28 evaporators in total. The breakdown is the Holding Freezer - 4 condensing and 8 evaporators; Holding Cooler – 4 condensing and 8 evaporators; Large Blast – 8 condensing and 8 evaporators; Small Blast – 4 condensing and 4 evaporators.

Bidder shall submit **Attachment B, Bid Form** quoting purchase including delivery. Price includes shipping, handling, transportation and delivery FOB Destination to MDOC location.

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 samples of equipment for inspection and evaluation at any time during 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 IFB, or does not appear to have been manufactured with materials or labor workmanship to produce an acceptable standard of quality. The delivery must take place within the State's current fiscal year. The delivery must take place within the State's current fiscal year.

3.1 REQUIRED LITERATURE

Bidder shall submit descriptive literature covering the product offered. Reference to literature submitted with a previous bid or file to the MDOC will not satisfy this requirement

Freezer Condenser Units –

Minimum purchase of 4 new freezer condensers and a maximum of 14 total units:

New freezer condensing units equal in capacity and performance as listed below:

Minimum 2 year parts and labor warranty

Minimum 5 year warranty on the compressor.

Price shall include F.O.B. MDOC Destination, shipping, handling, and transportation

The MDOC is tax exempt.

General requirements:

RT: -10⁰F AT: 105⁰F, Design Run-time: 18 Hrs. Required Capacity: 78,000 BTUH

Air-cooled condensing unit (low temp) with Vertical discharge-ambient Temperature 105⁰F.

Factory charged with refrigerant R-404A or approved equal.

Voltage: 460 /3 Control Voltage: 208/230

Unit to be equipped with the following features:

- a) Aluminum fin coil
- b) Adjustable head pressure control
- c) Replaceable core liquid line filter
- d) Defrost kit
- e) Oil separator(with check valve)
- f) Standard receiver
- g) Suction accumulator
- h) Suction line components: Replaceable core filter.
- i) Transformer control Voltage 208/230
- j) Suction line 2 1/8 liquid line 7/8

Freezer Evaporators -

Minimum purchase of 8 new freezer evaporators and a maximum of 16 total evaporators:

New freezer evaporators equal in capacity and performance as listed below:

Minimum 2 year parts and labor warranty

Price shall include F.O.B. MDOC Destination, shipping, handling, and transportation.

The MDOC is tax exempt.

General Data:

Unit Voltage: 460/1/60 Defrost Type: Electric defrost

Performance Data:

ST: -20 °F, T.D: 10 °F, Capacity: 38,000 BTUH

Horizontal, medium profile indoor evaporator with heavy-gauge aluminum cabinet and plastic, molded fan guards.

Removable, hinged access panel and hinged drain pan

460 volt fan motors

460 volt Electric defrost with fixed defrost termination and fan delay and heater limit thermostats.

Factory installed Schrader valve provided for suction pressure measurement.

Thermostatic Expansion Valve mounted

Mechanical Thermostat

Liquid line Solenoid: valve/coil 208/230 volt

**ATTACHMENT A
BID COVER SHEET
IFB RFx No.: 3160005845**

The MDOC is seeking a vendors to provide quotes for new freezer condensing units and freezer evaporators as specified in the IFB to be delivered to: Mississippi State Penitentiary, Central Warehouse.

Bids are to be submitted as stated below, on or before 9:00 a.m. (CST), 05/19/2023.

PLEASE MARK YOUR ENVELOPE:

**RFQF/RFx#: 3160005845
Opening Date: 05/19/2023 10 a.m. (CST)
Mississippi Department of Corrections
Office of Procurement and Contracts
ATTN: Christopher Statham, Bid Coordinator
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:

Indicate the length of time the company has provided this type of goods and/or services as required in this IFB.

_____ years _____ months (*minimum 2 years*)

Is company registered with the Mississippi Secretary of State to do business? Yes No, but agree to register within seven (7) business days of award. Is company in good standing? Yes No

Provide a time frame in calendar days, within which delivery will be made after receipt of order. The MDOC expects delivery within 60 days of award; however, the MDOC is aware of supply chain issues and the longer than normal delivery times. Bidders should be submitted the best possible delivery date.

Deliver in _____ days. Deliver Date: _____

State the warranty for goods and/or services.

**ATTACHMENT B
 BID FORM
 IFBQF/RFx No.: 3160005845**

Company	Company Representative	Telephone Number

The price bid below is for the purchase of new equipment, freezer condensing units and freezer evaporator units.

All pricing shall include all associated costs including all packaging, handling, shipping, transportation, and delivery to destination. Price bid should include Freight on Board (F.O.B.) Destination to any MDOC location.

Line No.	Item Description	Qty	UOM	Unit Price	Extended Price
01	Initial Purchase: New freezer condensing units, meeting all specifications and including shipping, handling and transportation. The State of Mississippi is tax exempt.	4	EA	\$	\$
02	Initial Purchase: New freezer evaporators, meeting all specifications and including shipping, handling and transportation. The State of Mississippi is tax exempt.	8	EA	\$	\$
03	Possible Additional Purchases: New freezer condensing units, meeting all specifications and including shipping, handling and transportation. The State of Mississippi is tax exempt.	10	EA	\$	\$
04	Possible Additional Purchases: New freezer evaporators, meeting all specifications and including shipping, handling and transportation. The State of Mississippi is tax exempt.	8	EA	\$	
TOTAL BID PRICE					\$

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 amendments/addendums thereto;
2. That the company meets all requirements and acknowledges all certifications contained in this RFQF and amendment/addendums thereto;
3. That the company agrees to all provisions of this IFB and amendments/addendums thereto;
4. That the company will provide the equipment 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. **NON-DEBARMENT:** The bidder certifies that it is not currently debarred from submitting bids for contract or purchase 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 contract or purchase issued by any political subdivision or agency of the State of Mississippi.
7. **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 bid/offered.
8. **PROSPECTIVE CONTRACTOR/BIDDER'S REPRESENTATION REGARDING CONTINGENT FEES:** The prospective bidder represents as a part of such bidder's bid that such bidder *has not* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract or purchase.
9. **REPRESENTATION REGARDING CONTINGENT FEES:** Bidder represents that it *has not* retained a person to solicit or secure a State contract or purchase 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*.

11. ACCEPTANCE OF TERMS AND CONDITIONS: By submitting a bid response, bidder agrees with the Standard Terms and Conditions as listed in 1.29 of this IFB. If the bidder objects to any of the Standard Terms and Conditions, the objection may be considered adequate cause for rejection without further negotiations.

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
Acknowledgement of Addendum(s)
IFB/RFx No.: 3160005845

By signing below, I hereby acknowledge receipt of the following addendum(s):

1. _____
2. _____
3. _____

There were no addendum(s) associated with the IFB.

Company Name

Print Name

Signature