



**MISSISSIPPI STATE**  
UNIVERSITY™

## **INVITATION FOR BIDS**

### **OFFICE OF PROCUREMENT & CONTRACTS**

#### **1. INSTRUCTIONS FOR BIDDERS**

- a. Sealed bids will be received in the Office of Procurement & Contracts, Mississippi State University, for the purchase of the items listed herein.
- b. All bids must be received in the Office of Procurement & Contracts on or before the bid opening time and date listed herein. Delivery of bids must be during normal working hours, 8:00 a.m. to 5:00 p.m. CST, except on weekends and holidays when no delivery is possible.
- c. Bidders shall submit their bids either electronically or in a sealed envelope.
  - i. Sealed bids should include the bid number on the face of the envelope as well as the bidders' name and address. Bids should be mailed to: 245 Barr Avenue, 610 McArthur Hall, Mississippi State, MS 39762.
  - ii. At this time we only accept non-ITS bids electronically. For electronic submission of bids, go to: [https://www.ms.gov/dfa/contract\\_bid\\_search](https://www.ms.gov/dfa/contract_bid_search) and use the RFX number on the next page as your reference number.
- d. All questions regarding this bid should be directed to the Office of Procurement & Contracts at 662-325-2550.

#### **2. TERMS AND CONDITIONS**

- a. All bids should be bid "FOB Destination"
- b. Bidders must comply with all rules, regulations, and statutes relating to purchasing in the State of Mississippi, in addition to the requirements on this form. General Bid Terms and Conditions can be found here:  
[https://www.procurement.msstate.edu/procurement/bids/Bid\\_General\\_Terms\\_May\\_2019\\_V2.pdf](https://www.procurement.msstate.edu/procurement/bids/Bid_General_Terms_May_2019_V2.pdf)
- c. Any contract resulting from this Invitation for Bid shall be in substantial compliance with Mississippi State University's Standard Contract Addendum:  
<https://www.procurement.msstate.edu/contracts/standardaddendum.pdf>

**Bid Number/RFX Number: 19-91/RFX#3160003280**

**Opening Date: December 5, 2019 @2:00 p.m.**

**Description: Microwave/Refrigerator combination units**

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

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

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

Days the Offer is Firm: \_\_\_\_\_

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

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

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

Item	Quantity	Description	Unit Price	Total Price
1	140	Microwave/Refrigerator combination unit: Hurst Hall		
2	80	Microwave/Refrigerator combination unit: Herbert Hall		

**Mississippi State University**

**SPECIFICATIONS FOR MICROWAVE/REFRIGERATOR  
COMBINATION UNIT: HURST HALL**

**Quantity: 140**

**Manufacturer/Model Examples: MicroFridge 10.3RMF4-9D1, Absocold CC1031FB**

**Color: Black**

**Specifications: Microwave**

-Capacity: Minimum 0.7 CUFT

-Power: 120V/60 Hz AC, compatible with minimum 15 amp electrical supply

-Touch pad controls with clock/time features

-Removable glass carousel

**Specifications: Refrigerator**

-Capacity: Minimum 10 CUFT total volume

-Power: 115V/60Hz AC

-Temperature control

-Adjustable shelves

**\*SPECIAL NOTE: MICROWAVE IS REQUIRED TO BE ATTACHED TO THE  
REFRIGERATOR. BIDDING UNITS SEPARATELY WILL NOT BE CONSIDERED.**

**Mississippi State University**

**SPECIFICATIONS FOR MICROWAVE/REFRIGERATOR  
COMBINATION UNIT: HERBERT HALL**

**Quantity: 80**

**Manufacturer/Model Examples: MicroFridge 3.0MF4-7D1, Absocold CC298CB**

**Color: Black**

**Specifications: Microwave**

-Capacity: Minimum 0.7 CUFT

-Power: 120V/60 Hz, compatible with minimum 15 amp electrical supply; not to exceed 900 Watt cooking power

-Touch pad controls with clock/time features

-Removable glass carousel

**Specifications: Refrigerator**

-Capacity: Minimum 3.0 CUFT total volume (Freezer and Refrigerator)

-Power: 115V/60Hz AC

-Temperature control

-Adjustable shelves

**\*SPECIAL NOTE: MICROWAVE IS REQUIRED TO BE ATTACHED TO THE REFRIGERATOR. BIDDING UNITS SEPARATELY WILL NOT BE CONSIDERED.**

**Mississippi State University General Terms & Instructions for Bids on Residence  
Hall Combination Microwaves and Refrigerators**

**Please pay careful attention to all terms and conditions listed below. Bids must meet the attached specifications, and the terms listed in this document in order to be considered. Please direct all questions as outlined in item #10.**

1. Bids will be accepted on the attached microwave/refrigerator combination specifications with delivery and installation as follows. Additional stock units are included with the bid.

**-Hurst Hall (10.3 CUFT units): 129**

**-Herbert Hall (3.0 CUFT units): 69**

**Additional Stock Units-10.3 CUFT (Delivered only): 11**

**Additional Stock Units-3.0 CUFT (Delivered only): 11**

**TOTAL UNITS 10.1 CUFT: 140**

**TOTAL UNITS 3.0 CUFT: 80**

**Project dates: Monday, May 11 to Thursday, May 14, 2020**

2. Bid will be awarded to one vendor based on the lowest bid meeting specifications, and all terms and conditions contained in this document.
3. **Bid will include removal and disposal of existing appliances, and delivery and installation of new appliances.** All in-room appliances must be removed by the vendor. The vendor is not allowed to advertise publicly for appliances to be picked up, or sold by the vendor on Mississippi State University property. Once appliances are off MSU property, the vendor may dispense of removed items at the vendor's discretion. **Existing appliances to be removed per building are as follows:**

**-Hurst: 129 units (variable sizes and manufacturers from 8-10 CUFT. All existing microwaves are NOT attached to refrigerators.**

**-Herbert: 69 units (primarily 3.1 CUFT). Some microwaves are NOT attached to refrigerators, but some are.**

4. Process for the submittal of substitutes: Any vendor wishing to submit a substitute for the items listed for bid must submit a "Request for Approval of a Specific Product," no later

than **November 14, 2019**. Items submitted as a substitute must meet or exceed the attached specifications.

The request should include the following:

- A product reference, including the page/section number/website address showing the specifications of the product, the specified product name, the proposed “equivalent” product brand, make, and model.

- Product literature and/or specifications, substantiating the equivalency of the product. A link to a product specification on the manufacturer’s website is acceptable to substantiate product equivalency.

- Certification the product is available in required color listed in the product specifications.

The design team will have full authority to accept or reject proposed products. However, if a product is rejected, the design team shall provide an explanation of the specific reasons that the proposed “equal” is not considered acceptable.

Only approved products may be included in the proposal, and only approved products may be used in completion of the project.

5. MSU process for approval of substitutes: Once a substitute is submitted for review, the design team will review the item specifications to determine if the substitute meets or exceeds the attached specifications. 3 business days before bid opening, MSU will release an addendum listing all approved product substitutes, if applicable. **PLEASE NOTE: SUBSTITUTES MUST INCLUDE MICROWAVE/REFRIGERATOR COMBINATION UNITS, NOT SEPARATE MICROWAVES AND REFRIGERATORS.**

6. Bid Timeline:

Bid Issued:	November 7, 2019
Deadline for Requests to consider Substitutes:	November 14, 2019
Deadline for MSU Response to Substitutes:	November 21, 2019
Bid Opening:	December 5, 2019

7. The successful vendor will coordinate shipping and installation with MSU. **If the vendor is a distributor for an appliance manufacturer, the vendor is required to obtain from the manufacturer, an inventory and delivery guarantee for the dates listed in the bid, in writing. If a manufacturer is submitting a bid, a written inventory and delivery guarantee is required. This documentation must be submitted with the bid.**

8. It shall be incumbent on the vendor to understand the specifications, and be familiar with the project, its location, the building, and phasing requirements. MSU Housing will coordinate this information with the vendor, assist with access to MSU facilities, and provide a point-of-contact for the project.
9. Mississippi State University recognizes the necessity for manufacturer's credit approval for product distributors. In order for a vendor to be considered eligible to bid, the vendor must pre-certify all manufacturer's credit approvals before submitting a bid. If the vendor is the manufacturer of the item offered for bid, credit certification is not required. A letter from the manufacturer certifying credit approval must be submitted with the bid packet if the vendor is a distributor. Do not send financial information, only a written statement from the manufacturer that the distributor has met the manufacturer's credit approvals. **A BID WILL NOT BE AWARDED UNLESS THE DISTRIBUTOR HAS MET CREDIT APPROVAL FROM THE MANUFACTURER AT THE TIME OF THE BID. IT IS NOT MSU'S RESPONSIBILITY TO SETTLE DISPUTES BETWEEN A DISTRIBUTOR AND A MANUFACTURER. THE BID CONTRACT IS WITH THE PARTY SUBMITTING THE BID.**
10. Any request for clarification shall be in writing and addressed to: Debra Raines, [DRaines@procurement.msstate.edu](mailto:DRaines@procurement.msstate.edu)
11. The successful vendor will have an installation representative to direct the unloading, installation, and clean up each day, and provide a sales or factory representative to address any product or logistical issues. This will be the point-of-contact with MSU Housing, and will be subject to compliance with MSU policies and procedures as communicated by the representative(s) of MSU. MSU Housing will assign staff to coordinate the project with the vendor.
12. Labor Hours: Working hours are established from 7:00AM to 6:00PM daily to accommodate the project. Some rooms may be occupied by summer camps or staff. MSU Housing will provide an escort for occupied rooms, and move any personal items that will hinder removal/installation of appliance units. It is the vendor's responsibility to schedule enough labor to complete the project within the timeline established, and the working hours established by the university.
13. Any vendor that feels this process is unfair, or not in the best interest of Mississippi State University, should submit a letter to Mississippi State University no later than **November 14, 2019**. The letter must explain in detail why this process does not promote an open, fair, and competitive process.

14. After bid closing, the project will be awarded to one vendor. Once the university awards the bid, the decision is final. The criteria for awarding the bid is outlined in the Terms and Conditions. Bids will be kept confidential, and not made available for public record to respect the rights of all vendors participating in the bid process. Vendors are invited to the bid opening to receive the bid results, but bid specifics will not be discussed from that point forth.
15. Code of Conduct: In an effort to maintain impartiality and integrity of the bid process, vendors are barred from making contact with any employee of MSU Housing to discuss bid specifics, during, and after bid closing. Any vendor who violates this policy will be removed from the bid process. The Scope of Work will be discussed with the vendor awarded the bid. In turn, MSU Housing employees are barred from discussing the specifics of bids with any vendor, even after the no-contact window has closed. All questions will be directed as outlined in item #10. Bid results will be announced at Bid Opening.
16. The vendor will make provisions for dumpster rental. Dumpsters shall be located in designated areas for packaging disposal, whereas, all packing, shipping crates, and debris of any nature can be disposed each day, prior to dismissing the installation crew. It is the vendor's responsibility to coordinate delivery and removal of dumpsters. If the vendor wishes to remove trash by a different method, it is the vendor's responsibility to coordinate removal of trash. MSU Housing personnel will coordinate with the vendor on dumpster locations. Dumpsters may NOT be placed on side-walks, landscaped spaces, or in a manner obstructing traffic. Most local dunnage specialists have recycling programs for vendors who wish to recycle packaging materials. Removal of all packing material, cleaning up the work area, and any trash/debris as result of the removal, installation, or delivery process is the responsibility of the vendor.
17. The vendor will provide an installation crew that is knowledgeable, and trained in the unloading, handling, and installation of bid items. MSU staff may require the vendor to remove any employee from the premises for disciplinary issues, or failure to follow MSU policies and procedures. It is the vendor's responsibility to manage the conduct of its employees, or contracted labor. MSU has a "no-contact" policy with students by vendors, with the exception of issuing safety and security instructions to students who enter a work zone. MSU also has a Minors in Protection Policy for minors attending summer camps on the MSU Campus. All vendors must be escorted by MSU staff while conducting work in spaces occupied by minors. The vendor is subject to OSHA rules and regulations while performing work on MSU property. These regulations will be strictly enforced by MSU staff.



The vendor will provide the necessary equipment, and tools for the installation crew to perform their task. Any equipment staging to assist with the installation/removal process can be coordinated with MSU.

18. Elevator Accessibility:

-Herbert Hall DOES NOT have elevators. The facility has 69 rooms on three floors, with two stairwells. Delivery will be curb-side, within reasonable proximity of the facility for loading/unloading. Herbert has paved sidewalks from the curb to the facility.

-Hurst Hall DOES have two elevators. Hurst has three floors, and 129 rooms. Hurst has paved sidewalks from the curb to the facility.

19. The minimum specifications are used to set a standard and provide examples of similar, or like units, and is not intended to favor, or exclude any manufacturer, or vendor. The specifications are also intended to set a minimum price standard, considering the additional labor and logistical components of the bid. **Note: Products submitted for bid must meet the minimum specifications to be considered. Please note the bid is for a microwave/refrigerator combo unit, not separate microwaves and refrigerators. The minimum specification calls for the microwave to be attached to the refrigerator. Separate bids for microwaves and refrigerators will NOT be considered.**
20. Damage to the buildings, rooms, or furniture will be the responsibility of the vendor. All repairs will be deducted from final payment.
21. All items must meet the specifications provided. Vendors are required to provide the manufacturer and model number of the item submitted for bid to allow MSU to make an informed decision.
22. Units must be inspected for removal of all internal and external packaging (tape, cardboard, foam, plastic, etc). Packaging must be removed, and disposed of by the vendor.
23. Units must be adjusted to rest evenly on the floor.
24. Units must be checked for operation and damages: All appliance bulbs working, no glass or plastic cracked or broken, no outside damage to the unit, and doors open/close properly without obstruction. All problem areas must be noted, and a copy provided to MSU. MSU will also inspect all units before the project is completed.

25. Units must be plugged into electrical outlets, and controls set to operate efficiently, and verified by the vendor. Units arriving on their side during the shipping process will be left unplugged for 24 hours to allow refrigerant to settle, then tested. MSU will make a final inspection upon completing each facility.
26. Liquidation Damages: The vendor will be charged \$900.00 daily for failure to deliver items specified for bid by the date(s) specified in the Terms and Conditions. Liquidation damages will be deducted from final payment. The exception is if MSU agrees to a delivery date change if the vendor has requested a change in writing to accommodate shipping schedules. If MSU feels a date change will not conflict, or place undue burden with university residence hall occupancy requirements, a date change will be considered.
27. Warranty: The vendor is requested to submit warranty information with the bid. This information must include the process for exchanging damaged or defective units within a specified time frame, the time frame and terms of the warranty, and the point-of-contact for submitting all warranty claims. The vendor must make provisions for replacing units that arrive damaged or defective, within a reasonable time frame. MSU will subtract from final payment, any outstanding, defective, or damaged units until those units are replaced with good, working units. MSU will inspect, and not hold the vendor accountable for units damaged through neglect during the warranty period, but will hold the vendor accountable for units with defective or damaged components, or functionality during the warranty period. MSU will document all damages in writing, and photograph damages if applicable.