|  |
| --- |
| **Mississippi Department oF Revenue** |
| IFB For  Bid# 2017-03 |
| Corrugated Boxes |

Procurement Department

5/8/2017

**Table of Content**

### 1.0 Purpose 3

### 2.0 Procurement Time Line 3

### 3.0 General Terms 4

### 4.0 References 4

### 5.0 Business Longevity 4

### 6.0 Procurement Methodology 5

### 6.1 Approach 5

### 6.2 Rules of Procurement 5

### 6.3 Procedure for Answering Question 5

### 6.4 Bid Amendment or Withdrawal 5

### 6.5 Amendments to the Invitation for Bid 6

### 6.6 Opening Procedures 6

### 6.7 Bid Evaluation 6

### 6.8 Award Notice 6

### 6.9 Right to Protest 7

### 6.10 Partial Bids Prohibited 7

### 6.11 Exceptions and Deviations 7

### 6.12 Office Closure Statement 7

### 

### 7.0 Submission Procedures 7

### 7.1 Procedure for Submitting Bids 7

**7.2 Submission Format 8**

**Appendix A – Specifications 10**

### Appendix B – Terms and Conditions 12

### Form A - Bid Cover Sheet 17

### Form B – Certification 18

### Form C – Bid Form 19

### Form D – References 21

### Form E – Acknowledgement of Amendments 24

### Form F – Acknowledgement of Amendments 25

**MISSISSIPPI DEPARTMENT OF REVENUE**

**Invitation for Bid**

**Corrugated Boxes**

1. **Purpose:**

The Liquor Distribution Center for Alcoholic Beverage Control Division of the Mississippi Department of Revenue (referred to as “ABC” or “Department” or “DOR”) is seeking to obtain assorted corrugated boxes and fillers for the shipment of alcoholic beverages for the warehouse department located at 1286 Gluckstadt Road, Gluckstadt, MS.

It is the intent of the Alcoholic Beverage Control to obtain boxes that are adaptable to any weight or size. It is the responsibility of the prospective bidder to review all information contained within this Invitation and any accompanying amendments. Notifications must be sent to the Department of Revenue if a vendor believes the information contained in this Invitation is devised in such a manner that would restrict competition. The Purchasing Division may be reached at telephone number (601) 923-7676 or facsimile number (601) 923-7681.

1. **Procurement Time Line**

It is our intent to follow the schedule below in the execution of this invitation for bid; however, DOR reserves the right to amend and/or change the below schedule of events, as it deems necessary.

1. **Invitation for Bid Issue Date:** 5/15/2017
2. **First Publication** **:** 5/15/2017
3. **Second Publication:**  5/22/2017
4. **Deadline for Submission of Questions:** 5/30/2017; 12:00pm CST
5. **Bid Packet Submission Deadline:** 6/9/2017; 12:00pm, CST
6. **Bid Opening:** 6/9/2017; 2:00 pm, CST
7. **Award Notification:** 6/13/2017
8. **Protest Deadline:** 6/20/2017; 10:00 am CST

**I. Projected Start Date:**  7/1/2017

**3.0 General Terms of Contract**

The term of the contract shall be for a period of twelve (12) months to begin July 1, 2017 through June 30, 2018. The contract will have an option to renew under the same price terms and conditions as in the original contract. The total number of renewals are not to exceed two (2).

**3.1 Delivery**

Delivery of all boxes should be made ten (10) days after receipt of purchase order. The delivery should be made to the following location:

Alcoholic Beverage Control Division

1286 Gluckstadt Road

Madison MS 39110

Delivery tickets showing quantity received by type of box and partition must accompany each delivery. Delivery is to be FOB Destination Point to the Alcoholic Beverage Control. Bid price per boxes to include delivery charges.

**4.0 References**

As part of its bid, each prospective provider must furnish contact information for at least four (4) current references for purchases with their largest clients of similar size and scope of services as specified in this IFB. “Largest client” is determined by the revenue paid by the client to the provider over the past two (2) year period. Failure to list a qualifying client may result in rejection of prospective provider’s bid. DOR will contact these clients as references to evaluate the quality of the Purchased equipment. Reference information must be provided on Form D, as part of the bid package submitted for consideration. References must report the vendor to be of good reputation in providing applicable products. DOR requires the provision of a minimum of four (4) references, references will be contacted in order listed until at least two (2) references have been interviewed. Bidders are encouraged to submit additional references to ensure that at least two (2) references are available for interview. DOR staff must be able to contact two (2) references for a bidder to conform to the bid requirements. It is the bidder’s responsibility to ensure the reference contact information is current and correct. DOR will not seek to correct erroneous contact information or track down references.

**5.0 Business Longevity**

Each provider must have been in business a minimum of four (4) years prior to submission of its bid. Please indicate the length of time you have been in business providing equipment as specified in this IFB. Business longevity information must be provided on Form A, as part of the bid package submitted for consideration.

**6.0 Procurement Methodology**

**6.1 Approach**

It is understood that all bids are submitted on the basis of complying with the provisions, terms and specifications set out herein, 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 the contract. The Department reserves the right to waive minor technicalities on bid forms and specifications that can be waived or corrected without prejudice to other bidders when it is in the best interest of the Department. The Department reserves the right to reject any and all bids, to waive any minor informality in the bids, and, unless otherwise specified by the bidders, to accept any items on the bid.

**6.2 Rules of Procurement**

All formal bids shall be binding for a minimum of forty-five (45) days after opening.

* 1. **Procedure for Answering Questions**

1. All questions concerning this Invitation for Bid or the bid process must be submitted by email to:

[BidQuestions@dor.ms.gov](mailto:BidQuestions@dor.ms.gov)

1. Questions and request for clarification must be submitted via email during normal business hours by the deadline reflected in Section 2.0, Procurement Time Line
2. All questions and answers will be answered and published on the Mississippi Department of Revenue website ([www.dor.ms.gov](http://www.dor.ms.gov)) under the Recent News tab, in a manner that all bidders will be able to view by the date and time reflected in Section 2.0.
3. DOR will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the Purchasing Director, Tonya Davis. [Tonya.davis@dor.ms.gov](mailto:Tonya.davis@dor.ms.gov)
   1. **Bid Amendment or Withdrawal**

No bids shall be altered or amended after the specified time for opening bids. If a bid is withdrawn after opening, the bidder will be removed from the list of eligible bidders for a period of six (6) months. No partial withdrawals are permitted; only complete withdrawals are permitted.

* 1. **Amendments to the Invitation for Bid**

Amendments to the IFB will be identified as such. Amendments will reference the portions of the IFB that it amends. The Purchasing Division of DOR will post the Amendment by number on DOR website [www.dor.ms.gov](http://www.dor.ms.gov) , under the Recent News tab, in a manner all proposers will be able to view under the Recent News Tab. Amendments will be sent to all prospective bidders known to have received an Invitation for Bid. Each such vendor shall acknowledge receipt of amendments by completing and signing the Acknowledgement of Amendments form included. Respondents shall rely only on communication from the Purchasing Division of DOR in submitting bids and obtaining amendments. The DOR’s Purchasing Division shall not be bound by any oral communications; bidders who rely upon any oral communications regarding the bid do so at their own risk.

**6.6 Opening Procedures**

Bid openings shall be conducted open to the public. However, they will serve only to open bids. No discussion will be entered into with any vendor/bidder as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. Although all bidders are invited and encouraged to attend the bid-opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by the bidders. Questions will **not** be answered as a result of telephone inquiries.

**6.7 Bid Evaluation**

Contracts and purchases will be made or entered into with the lowest, responsible and responsive bidder meeting specifications. Factors to be considered in determining the lowest, responsible bidder include:

* Price
* Conformity
* Responsibility of Bidder
* Bidder’s ability to deliver as per specifications
* Reference response
* Qualified to contract with the State of Mississippi

**6.8 Award Notice**

The award, if made, will be by the Department of Revenue within forty-five (45) days after the bid. After the Department of Revenue makes the award, official notification will be sent to all participating vendors. This information will be released in written form. The Department of Revenue will not respond to telephone calls requesting the information. Actions taken by a bidder before the receipt of the official notification will be at the bidder’s own risk, and the Department of Revenue will not be responsible for such actions. All awards shall be subject to approval by Office of Purchasing and Travel and Fleet Management (OPTFM).

There will be a single award for all boxes based on a cumulative total.

**6.9 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 Director of Purchasing or the Commissioner of the Mississippi Department of Revenue. The protest shall be submitted in writing within seven (7) days after notification is received. The written protest letter shall contain an explanation of the basis of the protest. A protest is considered submitted when received by the Director of Purchasing or Commissioner of the Mississippi Department of Revenue. To expedite handling the protest, the envelope should be labeled “Protest”. Protest filed after normal business hours on the seventh day will not be considered.

**6.10 Partial Bids Prohibited**

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

**6.11 Exceptions and Deviations**

Offerors taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form and shall fully describe said exception. Failure to indicate any exception will be interpreted as the offeror’s intent to comply fully with the requirements as written. Conditional or qualified offeror’s, unless specifically allowed, shall be subject to rejection in whole or in part.

**6.12 Office Closure Statement**

If the agency 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 Vendors/Contractors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set for the herein. The agency 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 agency as a result of a Force Majeure Event. Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.

**7.0 Submission Procedures**

**7.1 Procedure for Submitting Bids**

1. Bids must be formatted based on the forms furnished by DOR, or they may not be considered. Letters will not be considered a part of your bid. Facsimile transmissions will not be accepted. Failure to submit a bid in the manner specified will be considered cause for rejection of the bid.
2. Bids should be typed and single-sided; not handwritten. The bid shall be signed by a company official with authorization to bind contractor to its provisions and submitted in a sealed envelope or package no later than the time indicated in Section 2.0 Procurement Time Line.
3. Unless submitted in the Mississippi Accountability System Government Information and Collaboration (MAGIC) system, a packet must be delivered by the time indicated for submission in Section 2.0 of the Procurement Time Line. It must be labeled as noted in (E.) below. Bids not properly marked and opened by mail personnel prior to the opening will be rejected. If submitted in MAGIC documents must be signed and scanned in as an attachment.
4. DOR reserves the right to decide, on a case-by-case basis, whether to reject with exceptions, modifications or additions outside the parameters set by this IFB, including specifications, as nonresponsive.
5. Sealed bids hand delivered (strongly encouraged) or mailed should be labeled as follows:

Mississippi Department of Revenue

Attention: Purchasing Department

Bid #\_\_\_\_\_\_\_\_

500 Clinton Center Dr

Clinton MS 39056

SEALED BID – DO NOT OPEN

OR

Mississippi Department of Revenue

Attention: Purchasing Department

Bid #\_\_\_\_\_\_\_\_

P O Box 22828

Jackson, MS 39225

SEALED BID – DO NOT OPEN

1. The parties submitting bids are responsible for ensuring they are delivered by the required time assuming all risk of delivery. DOR will not be responsible for mail delays or lost mail. Delays due to system down time or weather will be reviewed on a case by case basis and the bidder should notify DOR Purchasing Director of such occurrences. Bids and modifications or corrections thereof received after the closing time specified will not be considered. Any bid received subsequent to the specified date and time will be returned to the prospective contractor unopened.

**7.2 Submission Format**

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

1. Bid Cover Sheet
2. Certification to sign on behalf of the company
3. Bid Form
4. References and Business Longevity Statement – each bidder must furnish a listing of at least four (4) trade references along with the contact person, address and phone number for each. These references must be familiar with the bidders’ abilities in the areas involved in this IFB. DOR will use these references to determine the bidder’s ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. DOR will not seek to correct erroneous contact information or track down references. Bidders should verify before submitting their bid that contact information is current for each reference. DOR must be able to contact two references for a bidder to be considered responsive.
5. Acknowledgement of amendments
6. Secretary of State Acknowledgement

**Appendix A**

**Specifications for Assorted Size Corrugated Boxes and Partitions**

**BOX AND PARTITION SIZES**

|  |  |
| --- | --- |
| **BOX ID** | **DESCRIPTION** |
| **# 2** | Regular Slotted Carton (RSC) 19 13/16 x14 13/16 x 12 ½, 200 lb C, 1color 2 panel |
| Partition | 2 piece - 3 piece, 12 ½ x 19 5/8, 125 lb C |
| Partition | 3 piece - 2 piece, 12 ½ x 14 5/8, 125 lb C |
|  |  |
| **# 4** | RSC, 14 9/16 x 12 x 15, 200 lb C, 1 color 2 panel |
| Partition | 2 piece - 3 piece, 14 7/8 x 14 ½, 125 lb C |
| Partition | 3 piece - 2 piece, 14 7/8 x 11 ¾, 125 lb C |
|  |  |
| **# 8** | RSC, 21 x 14 x 8, 200 lb C, 1 color 2 panel |
| Partition | 3 piece - 11 piece, 8 x 21, 125 lb C |
| Partition | 11 piece - 3 piece, 8 x 14, 125 lb C |
|  |  |
| **BOX ID** | DESCRIPTION |
| **# 10** | RSC, 14 x 14 x 13, 200 lb C, 1 color 2 panel |
| Partition | 2 piece - 1 piece, 13 x 14, 125 lb C |
|  |  |
| **# 12** | RSC, 15 x 10 ¼ x 13 ¼, 200 lb C, 1 color 2 panel |
| Partition | 1 piece - 2 piece, 13 1/4 x 14 15/16, 125 lb C |
| Partition | 2 piece - 1 piece, 13 1/4 x 10 1/8, 125 lb C |
|  |  |
| **# 14** | RSC, 18 x 13 x 9 ¼, 200 lb C, 1 color 2 panel |
| Partition | 3 piece - 5 piece, 9 1/4 x 12 ¾, 125 lb C |
| Partition | 5 piece - 3 piece, 9 1/4 x 17 3/4, 125 lb C |
|  |  |
| **# 16** | RSC, 15 3/8 x 11 5/8 x 11 5/8, 200 lb C, 1 color 2 panel |
| Partition | 2 piece - 3 piece, 11 5/8 x 15 ¼, 125 lb C |
| Partition | 3 piece - 2 piece, 11 5/8 x 11 ½, 125 lb C |

**OTHER ITEMS**

* 1. **Partitions must be assembled prior to delivery to ABC Division.**
  2. Vendor to submit bid for both virgin and recycled materials.
  3. Orders placed are typically in thousand unit lots.

**d.** Orders for partitions may be placed separately from corrugated box orders.

**e.** The ABC Division typically uses more # 4 boxes and partitions and we request that the successful vendor maintain an inventory of 10,000 of this box and partitions.

**f.** Attached is the quantity of boxes used for the previous year. This quantity is for informational purposes ONLY and is not indicative of the quantity of boxes purchased in the future by Alcoholic Beverage Control Division.

**g.** Each corrugated box must be printed with the following phrase **“FRAGILE-GLASS”** on two sides.

**QUANTITY OF BOXES PURCHASED PRIOR YEAR**

|  |  |
| --- | --- |
| **BOX ID** | **DESCRIPTION** |
| **# 2** | Regular Slotted Carton (RSC) 19 13/16 x14 13/16 x 12 ½, 200 lb C, 1color 2 panel |
| Boxes | **7,000** |
| Partition | **7,000** |
|  |  |
| **# 4** | RSC, 14 9/16 x 12 x 15, 200 lb C, 1 color 2 panel |
| Boxes | **56,000** |
| Partition | **56,000** |
|  |  |
| **# 8** | RSC, 21 x 14 x 8, 200 lb C, 1 color 2 panel |
| Boxes | **1,500** |
| Partition | **1,500** |
|  |  |
| **# 10** | RSC, 14 x 14 x 13, 200 lb C, 1 color 2 panel |
| Boxes | **1,500** |
| Partition | **1,500** |
|  |  |
| **# 12** | RSC, 15 x 10 ¼ x 13 ¼, 200 lb C, 1 color 2 panel |
| Boxes | **5,000** |
| Partition | **5,000** |
|  |  |
| **# 14** | RSC, 18 x 13 x 9 ¼, 200 lb C, 1 color 2 panel |
| Boxes | **1,500** |
| Partition | **1,500** |
|  |  |
| **# 16** | RSC, 15 3/8 x 11 5/8 x 11 5/8, 200 lb C, 1 color 2 panel |
| Boxes | **11,000** |
| Partition | **11,000** |

**APPENDIX B**

**Terms and Conditions**

**Applicable Law**

The contract 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. Contractor shall comply with applicable federal, state, and local laws and regulations.

**Availability of Funds**

It is expressly understood and agreed that the obligation of the Department of Revenue to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Department of Revenue, the Department of Revenue shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Department of Revenue of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**Acknowledgement of Amendments**

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the Department of Revenueby the time and at the place specified for receipt of bids.

**Certification of Independent Price Determination**

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

**Compliance with Laws**

Contractor understands that the Department of Revenue 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 Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor 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.

**Debriefing**

A bidder, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission.  The written request must be received by the Director of the PSCRB within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request.  If a bidder prefers to have legal representation present, the bidder must notify the Director of the PSCRB in writing and identify its attorney by name, address and telephone number. The PSCRB will schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

**E- Payment**

Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency 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 agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

**E-Verification**

If applicable, Contractor 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. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). 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. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor 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 Contractor to the following:

**(1)** termination of this contract for services 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 Contractor 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 cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

**Paymode**

Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

**Procurement Regulations**

The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.mspb.ms.gov.

**Prospective Contractor’s Representation Regarding Contingent Fees**

The prospective Contractor represents as a part of such Contractor’s bid or proposal that such Contractor has/has not *(use applicable word or words)* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**Representation Regarding Contingent Fees**

Contractor 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.

**Representation Regarding Gratuities**

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

**Stop Work Order**

**(1)** **Order to Stop Work**: The procurement officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

**(a)** cancel the stop work order; or,

**(b)** terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

**(2)** **Cancellation or Expiration of the Order**: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

**(a)** the stop work order results in an increase in the time required for, or in Contractor’s properly allocable to, the performance of any part of this contract; and,

**(b)** Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

**(3)** **Termination of Stopped Work**: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

**(4)** **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

**Transparency**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.*, (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by Contractor 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.

**Form A**

**Bid Cover Sheet**

**NAME OF COMPANY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**QUOTED BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CITY/STATE/ZIP\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TELEPHONE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FAX NUMBER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EMAIL ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME AND PHONE NUMBER OF COMPANY REPRESENTATIVE TO BE CONTACTED BY AGENCY SEEKING TO CONTRACT FOR SERVICES PURSUANT TO THIS IFB**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

How many qualified employees do you employee?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Form B**

**Certification**

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 the terms and conditions, instructions and specifications for the Invitation for Bid and Attachments.
2. The company meets all requirements and acknowledges all certifications contained in the IFB and Attachments.
3. The company agrees to all provisions of the IFB and Attachments
4. The company will perform the services required at the prices quoted on the bid form.
5. The company 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 the contractor’s bid or proposal.

*[Please execute and return with Bid Materials.]*

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

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

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

**Form C**

**Bid Form**

Bid Number**:**\_\_\_\_\_\_\_\_\_

Gentlemen:

Pursuant to the advertisement for bids to be received, I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

do submit our bid form for Bid #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This bid is made without collusion

on the part of any person, firm or corporation.

**Box Type**  **Price per Thousand**

**Virgin Recycled**

|  |  |  |
| --- | --- | --- |
| #2 Box with partition |  |  |
| #4 Box with partition |  |  |
| #8 Box with partition |  |  |
| #10 Box with partition |  |  |
| #12 Box with partition |  |  |
| #14 Box with partition |  |  |
| #16 Box with partition |  |  |

Exceptions and/or Deviations? Yes\_\_\_ No\_\_\_

**BID#:**

………………………………………………………………………………………………

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

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Form D**

**References**

**REFERENCE #1**

Name of Company:

Contact Person:

Address:

City/State/Zip:

Telephone Number:

Cell Number:

E-mail:

Alternative Contact Person (optional):

Telephone Number:

Cell Number:

E-mail:

**REFERENCE #2**

Name of Company:

Contact Person:

Address:

City/State/Zip:

Telephone Number:

Cell Number:

E-mail:

Alternative Contact Person (optional):

Telephone Number:

Cell Number:

E-mail:

**REFERENCE #3**

Name of Company:

Contact Person:

Address:

City/State/Zip:

Telephone Number:

Cell Number:

E-mail:

Alternative Contact Person (optional):

Telephone Number:

Cell Number:

E-mail:

**REFERENCE #4**

Name of Company:

Contact Person:

Address:

City/State/Zip:

Telephone Number:

Cell Number:

E-mail:

Alternative Contact Person (optional):

Telephone Number:

Cell Number:

E-mail:

**REFERENCE #5**

Name of Company:

Contact Person:

Address:

City/State/Zip:

Telephone Number:

Cell Number:

E-mail:

Alternative Contact Person (optional):

Telephone Number:

Cell Number:

E-mail:

**REFERENCE #6**

Name of Company:

Contact Person:

Address:

City/State/Zip:

Telephone Number:

Cell Number:

E-mail:

Alternative Contact Person (optional):

Telephone Number:

Cell Number:

E-mail:

**Form E**

**Acknowledgement of Amendments**

Please sign and print at the appropriate statement.

I acknowledge receipt of all amendments associated with **Bid #\_\_\_\_\_\_\_\_\_\_.**

They are as follows:

1.

2.

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

**Printed Name Company Name**

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

**Signature**

There were no amendments associated with **Bid #\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

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

**Printed Name Company Name**

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

**Signature**

**Form F**

**Secretary of State Acknowledgement**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acknowledges that we

(Vendor Name)

\_\_\_\_\_\_\_\_ are registered with the Secretary of State’s Office

(attach proof)

\_\_\_\_\_\_\_\_ are not registered with the Secretary of State’s Office

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Vendor Name)

\_\_\_\_\_\_\_ will register before the start of the contract and provide proof

\_\_\_\_\_\_\_ will not register

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

Signature Date

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

Printed Name