

INVITATION FOR BIDS

**FROZEN FOOD, MILK AND DAIRY PRODUCTS, MEAT, POULTRY, AND
SEAFOOD PRODUCTS
FOR OAKLEY YOUTH DEVELOPMENT CENTER CAFETERIA**

RFX #3160000808

BIDS DUE NO LATER THAN

TUESDAY, JANUARY 26, 2016 at 9:00 am

Bids must be entered through the MAGIC online portal at

<http://portal.magic.ms.gov/irj/portal>

GENERAL CONDITIONS

Mississippi Department of Human Services/Oakley Youth Development Center is soliciting bids from qualified companies to award a contract to provide food (frozen food, milk and dairy products, meat, poultry, and seafood products) to Oakley Youth Development Center located at 2375 Oakley Road, Raymond, Ms, 39154 . The award will be to provide the purchasing, processing and delivery of food items for approximately 95 -115 students and staff. The award will be for six (6) months. Questions regarding this solicitation for bids should be directed to Kay Monahan, 750 North State Street, Jackson, Mississippi 39202, telephone number 601-359-4726.

PREPARATION OF BIDS

Bids shall be submitted through the MAGIC online portal at <http://portal.magic.ms.gov/irj/portal>

Failure to examine the Bid Format and Guidelines; specifications; and/or instructions will be at bidder's risk.

Commodity. It is understood that only commodities referenced in the bid Format and Guidelines will be included on the awarded contract.

Information and Descriptive Literature. Suppliers must furnish all information requested in the Bid Format and Guidelines.

SUBMISSION OF BIDS

Bids must be entered into the MAGIC portal at: <http://portal.magic.ms.gov/irj/portal>

The food bid form (Attachment A) must be completed, signed and attached.

All line by line items must be priced to the second decimal or will not be accepted.

When submitting a bid electronically, the authorized signature must be typed or be an electronic signature.

All questions must be answered by choosing YES or NO.

ACCEPTANCE OF BIDS

Mississippi Department of Human Services reserves the right to reject any or all bids.

AWARD

Contracts and purchases will be made or entered into with the supplier with lowest and best responsive bid price.

INSPECTION

Final inspection and acceptance or rejection will be made at delivery destination. 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 Mississippi Department of Human Services or Oakley Youth Development Center for such materials or supplies as are not in accordance with the specification.

TAXES

The Mississippi Department of Human Services is tax exempt.

BID INFORMATION

Bid Format and Guidelines information and documents may be examined pursuant to the Mississippi Public Records Act of 1983, Ms Code 25-61-1 et seq.

CANCELLATION

Any contract or award may be cancelled with or without cause by the Mississippi Department of Human Services with the giving of 30 days written notice of intent to cancel. Cause for the cancellation may include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions.

NONRESPONSIVE BIDS

Nonresponsive bids will not be considered. A nonresponsive bid is considered to be a bid that does not comply with the minimum provisions of the Bid Format and Guidelines.

SPECIFICATION CLARIFICATION

It shall be incumbent upon all bidders to understand the provisions of the Bid Format and Guidelines and to obtain clarification prior to the time and date set for bids to be received.

INDEMNIFICATION

To the fullest extent allowed by law, 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 cost of every kind and nature whatsoever, including without, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this

Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; 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. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

INSTRUCTIONS AND SPECIAL CONDITIONS

SCOPE

PURPOSE. The purpose of this Invitation to Bid is to establish a source of supply for the purchase of food for Oakley Youth Development Center located in Raymond, Mississippi.

TERM. The term of the contract shall be for a period of six (5) months. The effective date is to be February 8, 2016.

VOLUME. The total quantity of purchases of the Contract is not known. The usage shown on the bid is for the period of January 1, 2015 through June 30, 2015. Mississippi Department of Human Services/Oakley Youth Development Center does not guarantee that any specified food item or any total amount will be ordered. All orders received by the Contractor during the terms of the Contract shall be filled in accordance with the terms and conditions hereinafter set forth.

SPECIAL CONDITIONS

Firm Bid Price Period. Prices quoted shall be firm for the term of the contract.

Price Increase Rejected. Any request for price increase during the term of the Contract will be rejected.

E-VERIFY COMPLIANCE: If applicable Independent 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. Independent Contractor agrees to maintain records of such compliance and, upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Independent Contractor agrees to provide a copy of each such verification. Independent Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The breach of this agreement may subject Independent Contractor to the following: (a) termination of this contract 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; (b) 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 both. In the event of such cancellation/termination, Independent 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.

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 the obligation of the Oakley Youth Development Center to proceed with 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 Mississippi Department of Human Services/Oakley Youth Development Center shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Mississippi Department of Human Services of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Representation Regarding Contingent Fees: The 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.

Representation Regarding Gratuities: The 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*.

Certification of Independent Price Determination: The Contractor submitting bid must certify that the prices submitted in response to this solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices quoted.

Procurement Regulations: The contract shall be governed by the applicable provisions of the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management Procurement Manual.

Compliance with Laws: The Contractor understands that the Mississippi Department of Human Services/Oakley Youth Development Center 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 this 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.

Disputes: (1) All controversies between the State and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Chief Procurement Officer in writing, within 60 days after a written request by the contractor for a final decision concerning the controversy; provided, however, that if the Chief Procurement Officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

(2) The Chief Procurement Officer shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

(3) Any such decision shall be final and conclusive, unless fraudulent, or: (a) within the seven (7) days from the date of receipt of the decision, the contractor mails or otherwise furnishes written notice of appeal to the Public Procurement Review Board.

(4) The contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this contract pending final resolution by the Public Procurement Review Board of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of the contract by the State; provided, however, that in any event the contractor shall proceed diligently with the performance of the contract where the Chief Procurement Officer has made a written determination that continuation of work under the contract is essential to the public health and certified mail, return receipt requested, or by any other method that provides evidence of receipt, and include in the decision: (a) a description of the controversy; (b) a reference to pertinent contract provisions; (c) a statement of the factual areas of agreement or disagreement; (d) a statement of the Procurement Officer's decision, with supporting rationale; (e) a paragraph substantially as follows:

"This is the final decision of the Procurement Officer. This decision may be appealed to the Public Procurement Review Board. If you decide to make an appeal, you must mail or otherwise furnish written notice of appeal to the Procurement Review Board within seven (7) days from the date you receive this decision. A copy of the notice of appeal shall be furnished to the Procurement Officer from whose decision the appeal is taken. The notice shall indicate that an appeal is intended, reference the decision from which the appeal is being taken, and identify the contract involved."

Paymode: Payments by state agencies using the Mississippi Accountability System for Government Information 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 Contractor's choice. The State may, at its sole discretion, require Independent 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.

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.

Quality Control: The Contractor shall be completely responsible for satisfactorily managing and performing requirements in a timely and professional manner. The products under this contract shall be subject to review and approval. Oakley Youth Development Center use non-compliance as grounds to terminate the contract.

Minor deficiencies will be corrected within three (3) working days. If this schedule for corrections is not met, a formal complaint will be made to the Contractor. If a second complaint is necessary during (February 8, 2016 – June 30, 2016) or during the contract period, the Program may use said non-compliance as grounds to terminate the contract.

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 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, Contractor shall notify the Contract Administrator 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 the period equal to the duration of the delay caused by such events, unless the agency determines it is to be in the best interest to terminate the agreement.

SPECIFICATIONS

Includes purchasing food products and delivering to the location (Oakley Youth Development Center)

All products will be sufficient to meet the cafeteria needs and are in accordance with all legal requirements.

1. Bids on FROZEN GOODS must be Grade "A" or #1 merchandise only.
2. Product number must be listed for each item to be considered.
3. Substitutions are allowed under this contract provided they are of like products, at the same or better quality, at the same or lower prices.
4. Prices must be entered to the second decimal or will not be considered. MAGIC does not accept anything above 2 decimals.
5. Items that are damaged or unsatisfactory will be returned at point of delivery.
6. Deliveries must be F.O.B (supplier pays freight)
7. Orders will be placed each week.
8. Delivery is to be made to Oakley Youth Development Center, ATTN: Michael Shoto, 2375 Raymond Road, Raymond, MS 39154
9. Delivery hours are 9:00 am – 3:00 pm Monday - Friday

CLARIFICATION:

All requests for additional information related to this Bid shall be directed to:

MDHS
Office of Purchasing
ATTN: Kay Monahan
750 North State Street
Jackson, Mississippi 39202
Email: kay.monahan@mdhs.ms.gov
Phone (601) 359-4726

For emails, please input **"Request for FROZEN FOOD, MILK AND DAIRY PRODUCTS, MEAT, POULTRY, AND SEAFOOD PRODUCTS Bid"** in the subject line.

RECEIPT OF BIDS

Bids will be accepted through the MAGIC portal until January 26, 2016 at 9:00 am and will be opened publicly on January 26, 2015 at 9:05 am, Room 418, 750 North State Street, Jackson, MS, in the presence of MDHS staff and bidders who are present. The name of each bidder and their respective bid will be recorded on a bid tabulation sheet.

ALL INVOICES ARE TO BE MAILED to: Oakley Youth Development Center, ATTN: Michael Shoto, 2375 Raymond Road, Raymond, MS 39154.

DISQUALIFICATIONS AND REJECTIONS

Mississippi Department of Human Services reserves the right to reject any and all bids. Reasons for rejecting a Bid include, but are not limited to:

- The Bid is not submitted at or by the specified time.
- The Bid fails to meet minimum, mandatory requirements.
- The Bid is incomplete or contains irregularities, which make the Bid indefinite or ambiguous.
- The Bid is not signed by the Owner/Authorized Agent.
- The Bid contains false or misleading information.
- The Bid ultimately fails to meet the announced requirements of the State in some material aspect.

AWARD

Award, if any, shall be made to the responsible Bidder whose Bid is determined to be the most advantageous to Oakley Youth Development Center and the State of Mississippi, taking into consideration price and compliance with the requirements and preferences in this invitation of bid.

A contract will be awarded to the supplier with:

Lowest line by line bid price. If two or more bidders have the same lowest price, the item will be awarded to each bidder with lowest price.

Bids will be awarded to the supplier with the lowest price per item. In this case the bid shall be awarded to the low bidder or bidders or sole bidder whichever is applicable.

VOLUME BY CATEGORIES
JANUARY 1, 2015 – JUNE 30, 2015

FROZEN GOODS – 1087 CASES

DAIRY – 274 CASES

MILK - ½ PINTS – 33,500 EACH

MEAT PRODUCTS – 1059 CASES

These amounts can't be guaranteed. The totals for January 1,
2016 – June 30, 2016 may be more or less.

ATTACHMENT A

**OAKLEY YOUTH DEVELOPMENT CENTER
CAFETERIA FOOD BID**

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

NAME OF PERSON COMPLETING BID: _____

SIGNATURE OF PERSON SUBMITTING BID:

_____ DATE _____