NOTICE TO BIDDERS

THE MISSISSIPPI DEPARTMENT OF CORRECTIONS RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS DEPENDING ON THE AVAILABILITY OF FUNDS OR TO END THE BID PROCESS IF IT IS IN THE BEST INTEREST OF THE STATE OF MISSISSIPPI.

GENERAL CONDITIONS

Prices must be entered ONLINE IN MAGIC, WITHIN INDICATED FIELDS. **MAGIC ALLOWS A MAXIMUM OF TWO DECIMAL PLACES WHEN ENTERING PRICES. PRICES SUBMITTED IN ANY OTHER FASHION WILL NOT BE ACCEPTED.**

DIRECT QUESTIONS CONCERNING THIS BID OPENING TO:

RITA TWINER
DIRECTOR OF PURCHASING
601-359-5606

MISSISSIPPI DEPARTMENT OF CORRECTIONS
Jackson, Mississippi 39202

INVITATION TO BID

MS DEPT. OF CORRECTIONS
PURCHASING DEPARTMENT
633 N STATE STREET
JACKSON, MS 39202
PHONE: (601) 359-5606

IFBD NO. 16-003/RFX #3160000475 **COFFEE**	**BIDS WILL BE OPENED** **June 23, 2015 @ 10:00 A.M.**

GENERAL CONDITIONS

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1. PRICES, TERMS AND PAYMENT: Firm prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein.

(a) TAXES: Mississippi Department of Corrections is a tax exempt entity. Our tax exemption number is 64-74-0123-K.

(b) DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

(c) MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and service. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

(d) CONDITIONS AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of the bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(e) SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabric Occupational Safety and Health Act and any standards thereunder.

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f) INVOICING AND PAYMENT: The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any as provided. Invoices shall contain in the contract number, purchase order number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoice for payment.

(g) ANNUAL APPROPRIATIONS: It shall be understood that any contracts entered into as a result of this bid that shall be in effect subsequent to June 30 of any calendar year is subject to the terms of the non-appropriation clause. This clause provides that any contract which extends past June 30 of any calendar year may be canceled for lack of funds. If this should become necessary MS Department of Corrections is not obligated to order or pay for any item which is not covered by a purchase order dated prior to June 30.

2. DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday unless otherwise specified.

3. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms an conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment form attests to this.

4. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:
Any manufacturers' name, trade names, information and/or catalog numbers listed in specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). **MEASUREMENTS**: Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number Bidder shall submit with his bid, cut sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The State of Mississippi reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in compliance with the specifications as listed on the bid form. The purchaser is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c)construction. However, changes shall not be binding upon the State unless evidenced by a Change of Notice issued and signed by the State.

5. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than five (5) days prior to the bid opening must reference the date of bid opening and bid number.

6. AMBIGUOUS BIDS: Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded.

7. AWARDS: As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable MS Statutes.

8. SAMPLE: Samples of items, when called for, must be furnished free of expense on or before bid opening time and date, and if not destroyed may upon request be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within 90 days after bid opening date. If instructions are not received within this time, the commodities shall be
disposed of by the MS Department of Corrections. Bidder should be aware that in the process of evaluation, samples may be severely damaged. If this
occurs, the MS Department of Corrections is not responsible to the vendor for reimbursement.

9. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications. The data derived from any tests for compliance with specifications are public records and open to examination. Items delivered not conforming to specifications will be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all reprocurement costs may be charged against the defaulting contractor. Any violation of these stipulations will also result in:
(a) Suppliers name being removed from the vendor mailing list.
(b) The State Office of Purchasing and Travel shall be notified of such action taken.

10. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing an collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
b) Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports, in writing, within 5 days of delivery, requesting that the carrier inspect the damaged merchandise.
c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

11. SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacement that will be provided during and subsequent to this contract. Bidder must explain on an attachment sheet to what extent warranty and service facilities are provided.

12. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expense for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the bidder.

13. ASSIGNMENT: Any purchase order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Ordering Agency.

14. LIABILITY: The supplier shall hold and save the State of Mississippi, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

15. FACILITIES: The State reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

NOTE: Any and all special conditions and specifications attached hereto which vary from these general conditions shall have precedence.

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL NET PRICE
		THE MISSISSIPPI DEPARTMENT OF CORRECTIONS IS REQUESTING SEALED BIDS FOR AN AGENCY CONTRACT FOR COFFEE. THE CONTRACT IS TO RUN FOR THE PERIOD OF JULY 1, 2015 THRU JUNE 30, 2016.		
		PRICES MUST REMAIN FIRM FOR THE PERIOD SPECIFIED. NO ALLOWANCE WILL BE MADE TO INCREASE THE PRICE OF THE PRODUCT DURING THE CONTRACT PERIOD.		
		THE TERM OF THE CONTRACT SHALL BE FOR A PERIOD OF TWELVE MONTHS WITH AN OPTION TO REVIEW FOR AN ADDITIONAL TWELVE MONTHS WITH NO INCREASE IN PRICE. PRICES MUST BE QUOTED F.O.B. PARCHMAN, MS 38738.		
		THE AWARDED VENDOR WILL BE NOTIFIED AND WILL SUBMIT A SAMPLE OF THE PRODUCT WITHIN 72 HOURS AFTER THE BID OPENING. IF SAMPLE IS NOT RECEIVED IN 72 HOURS THE ITEM WILL BE AWARDED TO NEXT LOWEST BIDDER.		
ESTIMATED YEALY USAGE				
1.	2400 CS	INSTANT COFFEE FREEZE DRIED: BASED ON A 10 FLUID OUNCE SERVING. A 1.4 GRAM THROW SHOULD PRODUCE 162 SERVINGS PER 8 OUNCE BAG OF CONCENTRATED PRODUCT. 1 GRAM OF FREEZE DRIED TO EQUAL 5 GRAMS OF GROUND ROAST COFFEE. PACKED IN FOIL MOISTURE RESISTANT BAGS, 8 OUNCE OF CONCENTRATED PRODUCT BER BAG, 12 BAGS PER CASE.		
		SUPERIOR BRAND ITEM #30072 K, OR TASTER'S CHOICE #2800041400 ACCEPTABLE. ALL OTHERS MUST BE PRE-APROVED. BID TO INCLUDE SIXTY-SIX (66) CAMBRO CONTAINERS (ONLY) 10 GAL WITH SPIGOT. 1000 LCD DARK BROWN. BID WILL ALSO INCLUDE SIXTY-SIX (66) REPLACEMENT SIPGOTS WITH O RING AND INSIDE NUT. PRICE OF THESE CAMBROS MUST BE COVERED ON THE COST PER CASE OF THE COFFEE. THESE CAMBROS WILL BE THE PROPERTY OF MDOC AT THE END OF THIS CONTRACT.		

		THE AWARDED VENDOR WILL FURNISH 120 10-GAL WATER COOLERS TO MDOC WITH SPIGOTS (AT NO COST TO MDOC). THESE WILL REMAIN THE PROPERTY OF MDOC. THIS IS AN "ALL OR NONE" BID - ONE AWARD.		
		UPON MUTUAL AGREEMENT THIS CONTRACT MAY BE RENEWED FOR AN ADDITIONAL 12 MONTHS WITH NO INCREASE IN PRICE.		
		DIRECT QUESTIONS CONCERNING THIS BID TO STANLEY BROOKS, DIRECTOR-FOOD SERVICE (662)745-6611 EXT. 4257		
		ALL SHIPMENTS MUST BE PALLETIZED - SHIPMENTS NOT PALLETIZED WILL BE REFUSED.		
		THE AWARDED VENDOR WILL SEND SAMPLES OF THE PRODUCT. SAMPLES MUST BE RECEIVED WITHIN 72 HOURS AFTER BID OPENING OR PRODUCT WILL BE AWARDED TO THE NEXT LOWEST BIDDER.		
		SAMPLES MUST BE SHIPPED TO AGRI-ENTERPRISES, MS STATE PENITENTIARY, HWY 49 W, PARCHMAN, MS 38738, ATTN: STANLEY BROOKS, DIRECTOR, AGRI-ENTERPRISES.		
		IMPORTANT: VENDOR NAME MUST BE MARKED PLAINLY ON PACKAGING LABEL. IF SAMPLES ARE SHIPPED DIRECTLY FROM MANUFACTURER, PACKING SLIP MUST INCLUDE VENDOR NAME.		
		PURCHASING DEPARTMENT WILL NOT RECEIVE SAMPLES - NO EXCEPTIONS.		
		VENDOR PAYS FREIGHT.		
		APPOINTMENTS FOR DELIVERY MUST BE MADE WITH MS DEPARTMENT OF CORRECTIONS, WAREHOUSE, PRIOR TO DELIVERY. ITEMS WILL NOT BE ACCEPTED WITHOUT APPOINTMENT.		
		CALL: SHEBA CHANDLER - (662) 745-6611 EXT 4034		

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