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

BID NO. 17-001 / RFX # 31600001125 **OFFICER BOOTS**	**BIDS WILL BE OPENED** **July 29, 2016 @ 2:00 P.M.**

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. ALL PRICES SUBMITTED MUST BE ROUNDED TO THE NEAREST CENT (TWO DECIMAL PLACES) TO BE ACCEPTABLE.

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.

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.

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	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL NET PRICE
		The Mississippi Department of Corrections is requesting sealed bids for the following items. F.O.B. Destination.		
1.	1500 ea	8" Tactical Sport Side Zip Boots Bates or 5.11 in quality. SEE ATTACHED SPECIFICATIONS 600 ea – MSP, Parchman 400 ea – SMCI, Leakesville 500 ea – CMCF, Pearl Direct questions concerning this bid to Dell Lemley 601-359-5625.		

BOOT SPECIFICATIONS

Upper:	Full Grain Leather w/1680 Denier Ballistic Nylon – with Soft Padded Collar
Lining:	PK Mesh - Breathable & Absorbs Perspiration
Zipper:	YKK Nylon Side Zipper with Velcro Straps
Ornaments:	Non-Metallic Eyelets & Hooks
Boxtoe & Counter:	Thermoplastic
Insert:	PESU II or equal – Breathable, Comfort cushioned, Resists Odor & Removable & Replaceable
Shank:	Non-Metallic – Maintains Stability with Instep Support from Heal to Foot
Midsole:	EVA or Equal – Lightweight, Shock Absorbing & Flexible
Outsole:	Ultra-Lites Rubber Outsole or Equal – Slip Resistant, Oil Resistant, Mini Lug Tread Design for Traction on Turf and Smooth Surfaces & Flex Curve Provided Flexibility
Construction:	Cement – Lightweight & Flexible

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

DIRECT QUESTIONS CONCERNING THIS BID OPENING TO:

RITA TWINER
DIRECTOR OF PURCHASING
601-359-5606