

INVITATION FOR BIDS  
MEATS, CANNED AND DRY GOODS, SEASONINGS, AND BREADS  
FOR OAKLEY YOUTH DEVELOPMENT CENTER CAFETERIA

RFX # 3160001151

***BIDS ARE DUE NO LATER THAN  
August 23, 2016 3:00 p.m. Central Time***

Bids must be entered through MAGIC online portal,  
<https://portal.magic.ms.gov/irj/portal>

## **GENERAL CONDITIONS**

The Mississippi Department of Human Services/Division of Youth Services is soliciting bids from qualified vendors to award contracts to provide food (meats, canned and dry goods, seasonings, and breads) to Oakley Youth Development Center (OYDC) located at 2375 Oakey Road, Raymond, Mississippi 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 one (1) year. Questions regarding the solicitations for bids should be directed to Kimbley Hendrix, 750 North State Street, Jackson, MS 39202, telephone number 601-359-4508 or via email [kimbley.hendrix@mdhs.ms.gov](mailto:kimbley.hendrix@mdhs.ms.gov).

### **PREPARATION OF BIDS**

All bids must be entered through the MAGIC online portal at:  
<https://portal.magic.ms.gov/irj/portal>

Failure to examine the Bid Format and Guidelines; specification; and/or instructions will be at the supplier'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.

Time of performance: The number of calendar days of hours in which deliveries will be made after receipt of order shall be indicated in the Bid Format and Guidelines, if applicable.

### **SUBMISSION OF BIDS**

All bids must be entered through the MAGIC online portal at:  
<https://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 may be typed or 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 and/or all bids.

## **AWARDS**

Contracts and purchases will be made or entered into with the supplier with the 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. Failure to inspect and accept or reject materials or supplies shall not impose liability on the Mississippi Department of Human Services/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 the 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 that provisions of the Bid Format and Guidelines and to obtain clarification prior to the time and date set for the 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, investigate fees and expenses, and attorney's fee arising out of or caused by contractors 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 select a vendor to supply food for Oakley Youth Development Center located at 2375 Oakley Road, Raymond, Mississippi 39154.

**TERM.** The term of the contract shall be for a period of twelve (12) months. The effective date is to be November 1, 2016.

**VOLUME.** The total quantity of purchases of the contract is not known. The usage on the bid is for the period November 1, 2016 through October 31, 2017. The 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**

***Vendor 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 Employments 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. Independent Contractor agrees to maintain records of such compliance and upon request of the State and after approval of the Social Security Administration or the 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 employments 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 any 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, 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 court of the State. Contractors shall comply with applicable federal, state and local laws and regulations.

**Availability of Funds:** It is expressly understood and agreed the obligation of MDHS to proceed with this agreement and 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 of the State of Mississippi to appropriate funds to 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.

**Representing 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 for the in Section 6-204 (Gratuities) of the Mississippi Personal Services 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 calculated to the prices quoted.

**Procurement Regulations:** The contract shall be governed by the applicable provisions of the Department of Finance of 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 consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and Contractor agrees during the terms of this agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contactor 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 after 60 days 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, return receipt requested, or by any other method that method that provides evidence of receipt.

(3) Any such decision shall be final and conclusive, unless fraudulent, or: (a) within in 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 shall 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 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 of disagreement; (d) a statement of the Procurement Officer's decision, with supporting rational; € a paragraph substantially as follows:

“This is the final decision of the Procurement Officer. This decision of may be appealed to the Public Procurement Review Board. If you for decide to make an appeal, you must mail or otherwise furnish written notice to the Procurement Review Board within seven (7) days from the date you receive this decision. A copy of this 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 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 payment 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 it 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 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 compliant will be made to the Contractor. If a second compliant is necessary during any year (January 1-December 31) or during the contract period, the Program may use said non-compliance as grounds to terminate the contract.

**Health Insurance Portability and Accountability Act:** The Health Insurance Portability and Accountability Act of 1966 (HIPPA) is based upon the premise of protecting the privacy of the individually identifiable health information. MDHS complies with all federal and state privacy protection laws and regulations. Protection of individually identifiable information is of paramount importance to this program.

This policy governs all individually identifiable information in any form including written, oral or electronic. The program is permitted to use or disclose protected health information to carry out treatment, payment or healthcare operations pursuant to and in compliance with HIPPA regulations. Maintaining confidentiality of information about individuals served through our program is an important aspect of any program's integrity. Violations of HIPPA provisions may result in disciplinary action, including termination of contract and possible criminal prosecution.

**Confidentiality:** The Contractor: may not discuss information about a client with any person except when authorized and necessary for the continued treatment of that client. A breach of confidentiality may be grounds to complete termination of this contract.

**Force Majeure:** Each party shall be excused from performance for any period and to extend 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, and acts of war, epidemics, and governmental regulations superimposed after the fact, fire, earthquakes, floods, 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 is to be in the best interest to terminate the agreement.

## SPECIFICATIONS

Includes purchasing and delivering food products to the location (Oakley Youth Development Center, 2375 Oakley Road, Raymond, Mississippi 39154).

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

1. Bids on Dry 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 the point of delivery.
6. Deliveries must be free on board (supplier pays freight).
7. Orders will be placed on a weekly basis.
8. Deliveries are to be made to Oakley Youth Development Center, ATTN: Michael Shoto, 2375 Oakley Road, Raymond Mississippi 39154.
9. **Delivery hours are 9:00 a. m. – 3:00 p.m. Monday through Friday.**

## CLARIFICATION

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

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

DIVISION OF YOUTH SERVICES

ATTN: Kimbley Hendrix

750 North State Street

Jackson, MS 392202

Email: [kimbley.hendrix@mdhs.ms.gov](mailto:kimbley.hendrix@mdhs.ms.gov)

Phone: 601-359-4508

For emails, please input “**Request for Meats, Canned and Dry Gods, Seasonings and Bread Bid**” in the subject line.

## **RECEIPT OF BIDS**

Bids will be accepted through the MAGIC portal until Tuesday, August 23, 2016, at 3:00 p.m. The Bid opening will be held publicly on Thursday, August 25, 2016, at 9:00 a.m. in Room 418 at Mississippi Department of Human Services, 750 North State Street, Jackson, MS 39202, in the presence of MDHS staff and bidders who are present. The names of each bidder and their respective bid will be recorded on a bid tabulation sheet.

**ALL INVOICES ARE TO BE MAILED** on a monthly basis to: Mississippi Department of Human Services, Oakley Youth Development Center, Attention: Micheal Shoto, 2375 Oakley Road, Raymond, Mississippi 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 and/or mandatory requirements.
- The Bid is incomplete or contains irregularities which makes 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 beneficial to Mississippi Department of Human Services and the State of Mississippi, taking into consideration price, compliance with the requirements and preferences in this incitation of bid.

A contract will be awarded to the company with:

1. Lowest Bidding Price. If two or more bidders have the same lowest price, the item will be awarded to each bidder with the lowest price.
2. Bids will be awarded to the vendor with the lowest prices. In this case the bid shall be awarded to the low bidder or bidders or sole bidder whichever is applicable.
3. The ability to meet ALL specifications.

## **CONTRACT**

A contract must be signed by the contractor to make the contract valid.

**ATTACHMENT A**

**OAKLEY YOUTH DEVELOPMENT CENTER (OYDC)**

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