

Request for Quote – Formal

Invitation for Bid# 3140003663 Instructions and Special Conditions Arc Robotic Welder

Purpose:

The purpose of this Invitation for Bid is to establish a contract for the purchase of One (1) **Arc Robotic Welder**. This is a one-time acquisition.

**Submission of
Quotes:**

Bid(s) will be quoted until, Friday **November 28, 2023, at 10:00 A. M.**, Central Standard Time (CST), in the Department of Finance and Administration, and Administration & 4th Floor Conference room, Jackson, MS 39201, or by electronic bid submission via the Mississippi's Accountability system for Government Information and Collaboration (MAGIC). Submission will be evaluated. Vendors who meet all requirements outlined in this invitation will be eligible to participate in the Reverse Auction process.

Instructions

to Bidders:

All vendors must be registered with the State of Mississippi. If not registered, please go to <https://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/> to register your company and receive a supplier number. Once on the website, click on "Vendor Registration". Then click on "[Vendor Registration/Self Service](#)"

Suppliers who have completed the registration process and have received a User ID and Password must attach a W-9 to their supplier account in the Mississippi's Accountability System for Government Information and Collaboration (MAGIC). Supplier may also submit a valid W-9 to the following:

MS Department of Finance and Administration
P.O. Box 1060
Jackson, MS 39215-1060

Or

MS Department of Finance and Administration
501 North West Street, Suite 701-B
Jackson, MS 39215-1060

Phone: 601-359-3538

Fax: 601-359-5525
Email: ofmmagic@dfa.ms.gov

Quotes must be submitted and received on or before, **Tuesday, November 28, 2023, at 10:00 A.M.**, Local Time. Regardless of the reason, bid(s) received after this date and time will not be accepted. One original copy of quote must be submitted in an envelope or package clearly marked with the information listed below to the address listed below:

Bid # 3140003663

Arc Robotic Robot

*MS Department of Finance and Administration
Procurement Department
7th Floor, Conference Room # 715
501 N West St
Jackson, MS 39201*

Quotes not received in compliance with this requirement will be rejected. Facsimile or e-mail bids will not be accepted.

Vendors are also encouraged but not required to submit one electronic copy through the Mississippi's Accountability System for Government Information and Collaboration at <https://portal.magic.ms.gov/irj/portal> which must include all information requested in this invitation. No costs or expenses associated with providing this information in the required format shall be charged to the MS Industries for the Blind. All required documents must be submitted. It is the responsibility of the vendor to verify that all the requirements for submitting the bid have been fulfilled. Bids not received in compliance with this requirement will be rejected.

Online learning instructions on how to submit your quote electronically, can be found at www.dfa.ms.gov/suppliers-training

If you are having problems submitting your quote electronically, please contact the MAGIC Support Center at 601-359-1343 or email at mash@dfa.state.ms.us.

If you have any questions regarding this invitation, please contact LaKenya Moore at (601) 984-3223. You may email LaKenya Moore at lmoore@msblind.org. The MS Industries for the Blind (MIB) reserves the right to reject any and/or all bids and to waive all informalities.

If using a commercial delivery company, which requires that you use their shipping package, your quote should be sealed separately and labeled as stated above within the commercial packaging to prevent premature opening. Parties submitting a quote assume all risks of delivery. Facsimile or e-mail quotes will not be accepted.

Bidder

Responsibility:

Bidders must, upon request of the MS Industries for the Blind, (MIB), provide satisfactory evidence of ability to furnish products or services in accordance with the terms and conditions of the specifications. The MS Industries for the blind reserves the right to make the final determination as to the bidder's ability.

Invitation to Bid:

All information requested on the Invitation Form must be completed.

Quantity:

The number of Robots to be purchase is one (1).

Please note that MIB does not guarantee that the agency will purchase any.

specified quantity.

Confidential

Information:

Confidential information shall mean all materials, documents, and data furnished to the successful bidder. The successful bidder shall provide to the MS Industries for the Blind a letter that the successful bidder agrees to protect all confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the successful bidder shall rest with the successful bidder.

**Prequalification
of Suppliers**

Vendor should include specifications, literature, samples, etc. with their quotes. Upon completion of the quote evaluation process, the MS Industries for the Blind will email the vendor or vendors who have submitted quotes and meet all requirements outlined in the RFQF to participate in the Reverse Auction process.

Award Criteria:

The award will be made via the reverse auction process to the best bid or bids. Factors to be considered in determining the best bid include the following:

- Bottom Line Figure
- Conformity with specifications
- Responsibility of the bidder

Notes:

It is the intent of MS Industries for the Blind to obtain a product that will adequately meet the needs of the agency while promoting the greatest extent of completion that is practicable. It is the responsibility of the prospective bidder to review the entire Invitation packet and to notify the Procurement Department of the MS Industries for the blind if the Instructions and Special Conditions, or the General Conditions are formulated in a manner which would unnecessarily restrict competition. Any protest or questions concerning the specifications or bidding procedures must be received in writing in the MS Industries for the Blind, Procurement Office, not less than 72 hours prior to the time and date set for the bid opening.

Reverse Auction: All qualified bidders are required to participate in the reverse auction process. Bidders must ensure technical requirements are met.

Acceptable Internet Browser(s)

- Microsoft Internet Explorer (IE) version 11
- Firefox versions 51 or lower
- Google Chrome versions 49 and above (will need to download and install a Chrome Extension called “IE Tab Extension”)

Unsupported Internet Browser(s)

- Microsoft Internet Explorer (IE) version 10 or below
- Microsoft Edge
- Google Chrome
- Safari
- Firefox version 52 and above

Note: Pop-up blocker must be turned off

Participation in

Person by Supplier: If a supplier needs assistance to participate in the Auction in person, they must indicate in their response to the initial RFQF so that the Procurement Department can have adequate personnel at the event to perform surrogate bidding. Suppliers participating in person must submit each bid during the Auction in writing, signed by someone authorized to bind the Supplier to the bid.

Invitation for Bid Issue Date:	November 7, 2023
First Publication	November 7, 2023
Second Publication	November 14, 2023
Bidder submission deadline	November 28, 2023

Opening Date and Time	Tuesday November 28, 2023, at 10:00 A.M. CST
Qualify Bids	No later than November 28, 2023
Email Qualified Bidders	No later than December 5, 2023
Reverse Auction	December 12, 2023, between 10:00 A.M and 10:20 AM CST
Bids Evaluations	December 19, 2023
Anticipated Intent to Award	December 28, 2023
Submission date to obtain approval in MAGIC (If cost goes over \$500,000	December 28, 2023
then approval is required by Public Procurement Review Board – PPRB. The PPRB meeting is estimated to be held on December 6, 2023)	

Delivery of
Arc Robotic Welder:

F.O.B. destination freight prepaid by successful bidder to the Mississippi MS Industries for the Blind, 2501 N. West Street, Jackson, MS 39216 during normal business days, between the hours 8:00 a.m. to 4:30 p.m. central time, except all observed state holidays. If the delivery date falls on a holiday or weekend, delivery will be made on the following business day.

Arc Robotic Welder
must be delivered no later than 90-120 working days from date of order.

BID SPECIFICATIONS

MS Industries for the Blind

Arc RoboticWelder for MS Industries for the Blind

1. SCOPE

This specification describes the minimum requirements for a Arc Robotic Welder needed by the MS industries for the blind.

2. SPECIFICATION

The general requirement is for a single station, a single robot cell arc welder with a turntable for welding steel parts. The system should be designed for medium parts and high production runs. Cell assembly shall include fencing, robot riser, shipping bracket, controller base assembly, Ethernet/IP hardware, cabling, and a simple 3-button post-mounted operator station. The system should have a common robot base and controller base assembly to allow easy transportation and setup. This cell assembly is to include a 60” two-sided turntable. It is partitioned with an arc flash screen that allows concurrent loading/unloading and part processing while keeping the operator safe. The system must include a total safety environment complete with door interlocks, flash curtains, light curtains, and a Functional Safety Unit (FSU) included in the robot controller to safeguard the operator while loading and unloading parts. The system is to also include an exhaust system to remove any fumes from the welding process. The arc welder system is to be delivered to the MIB Meridian Manufacturing facility at 6603 Laurel Dr., Meridian, MS 39307.

The bidder must provide specifications of their system as proof that the system has parts that meet or exceed the quality and capability of the following:

1. FENCE KIT – A safety fence kit for use with a 60 IN TABLE and arc welding Robot Assembly. Also included are the arc flash screens to protect the operator and other personnel outside the fencing from the arc flash.
2. ROBOT ASSEMBLY for ARC WELDING Application – The robot assembly shall include the associated robot controller. The Robot shall have a minimum of 1,440 mm (56.7 in.) reach, a 12 kg (26.5lb) payload capacity and a 0.06 mm (0.002 in.) repeatability.
3. 60 in Rotary Turn Table with Rotary Turntable Positioner DRIVE ASSEMBLY – The unit shall include a 60 inch., 360 degree turn table with integrated positioner. The positioner assembly shall be an AC servo-driven turntable positioner with a 355 kg capacity per side. The sweep time for a 180-degree rotation shall be 2.5 seconds. It shall have a 75 mm through-hole in the center which can support weld grounds of 800 amps or an optional slip

ring kit for air and Device Net Signals. It shall include a functional safety system at a cell level where operators will be loading parts into the positioner.

4. Torch Kit – The TORCH KIT shall be AC powered and have a TREGASKISS FRONT-END With SHOCK SENSOR & with WIRE BRAKE. The Tregaskiss shock sensor is combined with G1 style 500-4mp air-cooled goosenecks. Wire brake for touch sensing shall be included in the torch. The Tregaskiss air-cooled torch shall be rated at 500 Amps, 100% duty cycle with CO2 gas or 350 Amps with mixed gas. TREGASKISS WIRE BRAKE, 4s DEG NECK INCLUDES 0.035", 0.045", 0.052" TAPERLOCK Tips (QTY 5 EACH) & STEEL LINERS (NECK&REAR). Torch Kit shall include power supply and all necessary cables, fittings and any other accessories required for operation of the torch. Also included shall be a taper lock, 0.045" Contact tip.
5. Pneumatic Valve Kit MANIFOLD ASSEMBLY, ACCUFAST/LASER TARGET, 4-PORT MANIFOLD WITH MASTER CONTROL VALVE AND 2 CONTROLLED VALVES, NO FILTER REGULATOR – This pneumatic valve package is to be utilized with sensors such as Accufast. A primary valve should ensure air is provided to the sensor anytime servo power is applied. When servo power is removed or the "Power Save Function" is entered, the main valve shall close preventing air flow and saving on utility consumption. This package is to include two separate individually controlled valves that are intended to be used on systems with wire brake(s). These valves provide individual control of wire brake(s) as controlled from the INFORM program. A single cable from the valve assembly to the robot controller shall handle all needed wiring and signaling. This kit is to include all required cables, hoses, and fittings to connect to system devices.
6. SOFTWARE ETHERNET/IP CONFIGURATION/MONITORING APPLICATION – Shall include Ethernet/IP configuration software to find and configure Turk Ethernet/IP devices on the welding cell network. This software shall monitor and troubleshoot communications issues after devices have been linked. All required ethernet and other cables shall be included.
7. DRESS KIT, ARC WELDING, AR1440 MILLER AUTO CONTINUUM – Shall Include hardware and labor to dress the robot and function test the welding system an external feeder control for routing up the robot arm while shielding gas is supplied from the base of the robot to the wire feeder via the robot's internal hosing. The feeder cable and gas hose are to be supplied with the system. The torch lead is to be routed along the upper arm up to the feeder and is to be protected at a minimum by a leather cover. Robots shall be weld tested to verify proper operation. Power Source, wire feeder, and feed rolls are to be supplied with the system)
8. TORCH CLEANER – REAMER ASSEMBLY, TREGASKISSTT3, CLEANER/SPRAYER/CUTTER, W/O STAND - REQUIRES 1 START-UP KIT
Tregaskiss Tough Gun TT3 Reamer with anti-spatter sprayer and wire cutter. This kit shall include an Ethernet/IP interface assembly housed in the post of the reamer. The interface is to allow Ethernet/IP connectivity to the reamer post but still utilizes the standard (non-Ethernet) reamer.
9. STAND, ACCESSORY, 915MM (36), TREGASKISS, W/ POSTMOUNT INTERFACE – This 4" tubular steel reamer post is to house a universal, compact Ethernet/IP enabled

interface that is included as part of the reamer. Cables are to be secured to the post to ensure a clean installation.

10. ACCUFAST SENSOR Kit, ACCUFAST II, TREGASKISS, INSTALLATION – The Accufast II sensor shall utilize a class II (560 uW commercial 1-D laser instead of "touch" sensing with the weld wire. The sensor shall be wired into a rapid input on the robot for high accuracy material detection, and macro jobs to provide simplified programming with auto each of programmed part location. The sensor is to be housed in an enclosure with pneumatic shutter that opens when searching and closes to protect the sensor from the welding arc. The enclosure should maintain positive air pressure keeping smoke and other fumes out of the enclosure. A valve assembly mounted to the controller base provides the positive air pressure to the enclosure anytime servo power is applied. This valve is to minimize air consumption when the robot is not in operation or the "Power save function" activates.
11. PNEUMATIC VALVE KIT – KIT to Include MANIFOLD ASSEMBLY, ACCUFAST /LASER TARGET, 4-PORT MANIFOLD WITH MASTER CONTROL VALVE AND 2 CONTROLLED VALVES, NO FILTER REGULATOR - The primary valve is to ensure air is provided to the sensor anytime servo power is applied. When servo power is removed or the "Power Save Function" is entered, the main valve closes to prevent air flow and to save on utility consumption. This kit should include two separate individually controlled valves that are to be used with wire brake sensors. These valves provide individual control of wire brake as controlled from the INFORM program. Also, to be provided by this kit is a single cable from the valve assembly to the robot controller to handle all needed wiring and signaling.
12. SHIELDING GASS FLOW SENSOR KIT – DIGITAL GAS FLOW SENSOR, CWT, to Continuously measure flow rate of shielding gas to a cell. In the event the gas flow drops, an alarm will be trigger that will stop the robot to prevent a faulty weld. This sensor is to have data capability to limit test, provide an accumulated gas usage and peak flow rate as well as displaying instantaneous gas flow rates.
13. BEACON / STACK-LIGHT – 1-LIGHT ASSEMBLY, BEACON, 2-SEGMENT/STACK, 7-COLOR LED, WITH ALARM, PAT LITE 60MM LR6-E-MZ, ETHERNET/IP INTERFACE - Ethernet/IP light beacon with up to 7 colors on light stack. Green/yellow/red preprogrammed alerts. Should have metal enclosure for fence or post mounting
14. CABLE ASSEMBLY, POWER & ETHERNET – This cable is the data and power link between devices in the system. It is to provide up to 10 amps of 24VDC power and 100MB/Sec (CAT5E) Ethernet connectivity in a single cable. The cable itself should carry a 1000V rating and is to be UL-recognized. It should have flex and torsion characteristics that allow it to be used in moderate flex and torsion applications.
15. PLATE KIT, FIXTURE – Fixture plates are pre-drilled 1/2-inch-thick CRS plate used to build up the fixturing on these plates or use them as adaptors for existing fixtures. A quantity of 2 to be included.
16. BRACKET KIT, SUPPORT, WELD CABLE/WIRE SPOOL, ROBOT Mounting hardware for the robot which allows a welded wire spool to be carried by the robot. A

plastic cover for the wire spool is to be provided. The conduit should exit from the 'rear' of the robot/spool.

17. EXHAUST HOOD – Pre-Engineered exhaust hood for standard cells; attached to exhaust system for reliable fume extraction. Attached with Unistrut for custom height when needed. Basic spark arrestor plate and blue slit arc curtains included.
18. TRAINING – Training options should be included for on-site and off-site training.
19. 19. COMPUTER and SOFTWARE – System shall include a computer to operate the system and the required software for operation of the system.
20. CABLES, HOSES, BRACKETS and OTHER REQUIRED HARDWARE – The system shall include all the required and necessary accessories such as cables, hoses, brackets, mounting hardware, etc. that are required to fully and safely operate the welding system.
21. COMPLIANCE – Compliance with Section 889 of the 2019 National Defense Authorization Act – Supplier must provide certification of compliance with Section 889(a)(1)(B) of the 2019 National Defense Authorization Act (NDAA) which Prohibits Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment produced by Huawei, ZTE, Hytera, Hikvision, and Dahua and their subsidiaries or affiliates.
22. The bidder is to list any options included in their proposal.
23. MIB is interested in installation options. All installation options should be listed in the bid package.

MS Industries for the Blind

Arc Robotic Welder

BID FORM

Commodity or Equipment

Bid File No: 3140003663

Bid Opening Time: 10:00 a.m. CST

November 28, 2023

Bid Opening Date

Bidders must mail one original copy to MIB and are encouraged but not required to submit one electronic copy in MAGIC.

<u>Description</u>	<u>Price/Each</u>	<u>Qty</u>	<u>Total</u>
Arc Robotic Welder	\$ _____		\$ _____
Grand Total			\$ _____

Bidder Information (Please complete ALL Sections Below)
BIDDER INFORMATION (Please Complete ALL Sections Below)

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number _____

Email: _____

Company Representative Name (Print): _____

Company Representative Signature: _____ Date: _____

(Authorized Company Representative Signatures)

GENERAL CONDITIONS – REVERSE AUCTIONS

ALL BIDS SUBMITTED SHALL BE IN COMPLIANCE WITH ALL CONDITIONS SET FORTH HEREIN. THE BID PROCEDURES FOLLOWED BY THIS OFFICE WILL BE IN ACCORDANCE WITH THESE CONDITIONS. THEREFORE, ALL BIDDERS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A BID.

1. DEFINITIONS

The use of the word “agency” in any Bid Invitation solicitation or specification shall be intended to mean state agencies only.

2. PREPARATION OF BIDS

- 2.1 Bids and/or Quotes may be submitted through the State of Mississippi’s eprocurement system (MAGIC) or in person to the Mississippi Industries for the Blind “MIB”. Paper bids are allowed. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed, in ink, by the person signing bid.
- 2.2 To submit bids electronically, bidders must ensure they are registered in the MAGIC system and have received a login, password, and supplier number and that all technical requirements have been met.
- 2.3 If a bidder is unwilling or unable to participate through MAGIC, an MIB representative can enter the Vendor’s bid(s) manually (i.e., Surrogate bidding).
- 2.4 Bidders participating in person by surrogate bidding must so indicate in their response to the initial Request for Quote-Formal (RFQF).
- 2.5 Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- 2.6 Price each item separately. Unit prices shall be shown. Bid prices must be net.
- 2.7 It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the bidder.
- 2.8 Bidders must furnish all information requested in the bid specifications. Further, when required, each bidder must submit for bid evaluation cuts, sketches, descriptive literature, and technical specifications covering the product offered. Reference to literature submitted with a previous bid or on file with MIB will not satisfy this provision.

- 2.9 Samples of items, when requested, must be furnished free of expense, and if not destroyed in testing will, upon request, be returned at the bidder's expense.
Request

for the return of samples must be made within ten (10) days following opening bids. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, State of Mississippi commodity number, bid number and item reference.

- 2.10 Time of performance. The number of calendar days in which delivery will be made after receipt of order shall be indicated in the bid specifications.

3. BID SUBMISSION

- 3.1 When submitting a bid electronically, the authorized signature may be typed or be an electronic signature.
- 3.2 Bids and modifications or corrections received after the closing time specified will not be considered.
- 3.3 When submitting the response to the RFQF in MAGIC, bidder must ensure all questions have been answered within the RFQF and all proposed items in bid have a response.
- 3.4 Bidders submitting paper responses should submit responses to the MIB by the response deadline.

4. ACCEPTANCE OF BIDS

MIB reserves the right to reject any and all bids, to waive any informality in bids and unless otherwise specified by the bidders, to accept any items on the bid. The State reserves the right to modify or cancel in whole or in part its Invitation for Bids.

If a bidder fails to state the time within which a submitted will expire, it is understood and agreed that the MIB shall have 60 days to accept.

5. ERROR IN BID

If a vendor is participating in a Live Auction, the vendor can notify MIB in the event of an erroneous bid via the chat message feature. Erroneous bids, where the mistake is apparent to MIB, may be deleted during the live auction.

6. SPECIAL DISCOUNT PERIOD

Time in connection with a special discount offered will be computed from date of delivery at destination or from the date correct invoices are received, if the latter date is later than the date of delivery. Cash discounts will not be considered in the award process.

7. AWARD

- 7.1 Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the bid specifications. Where more than one item is specified in the specifications, the State reserves the right to determine the low bidder either on the basis of the individual item(s) or on

the basis of all items included in its Invitation for Bids, or as expressly provided in the State's Invitation for Bids.

- 7.2 Unless the bidder specified otherwise in the bid, the State may accept any item or group of items of any kind.
- 7.3 A written purchase order or contract award furnished to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall consist solely of these General Conditions, the Instructions and Special Conditions, the successful bidder's bid, and the written purchase order or contract award. The contract shall not be assignable in whole or in part without the written consent of the State.

8. INSPECTION

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship.

Rejected material shall be removed by and at the expense of the contractor promptly after notification or rejection. 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 State or any subdivision thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment therefore may be made at a proper reduction in price.

9. TAXES

The State is exempt from federal excise taxes and state and local sales or use taxes and bidders must quote prices which do not include such taxes. Exemption certificates will be furnished upon request. Contractors making improvements to, additions to or repair work on real property on behalf of the State are liable for any applicable sales or use tax on purchase of tangible personal property for use in connection with the contracts. Contractors are likewise liable for any applicable use tax on tangible personal property furnished to them by the State for use in connection with their contracts.

10. GIFTS, REBATE, GRATUITIES

10.1 Acceptance of gifts from bidders is prohibited. No officer or employee of the MIB, nor any head of any state department, institution or agency, nor any employee of any state department, institution or agency charged with responsibility of initiating requisitions, shall accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of materials, supplies, or equipment for the State of Mississippi may be awarded, by rebate, gifts, or otherwise, any money or anything of value

whatsoever, or any promise, obligation or contract for future rewards or compensation.

10.2 Bidding by state employees is prohibited. It is unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise equipment or material, or similar commodity to the State during the tenure of his or her office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the State.

11. BID INFORMATION

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

12. PRECEDENCE

Bids shall be made, and the contract shall be entered into in accordance with the General Conditions as hereinafter amended and modified. Should a conflict exist between the General Conditions and the Instructions and Special Conditions, the Instructions and Special Conditions shall take precedence.

13. COMPETITION

There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as the State is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to the State must automatically be given to the U.S. Government.

14. WAIVER

MIB reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the State.

15. CANCELLATION

Any contract or item award may be canceled with or without cause by the State with the giving of 30 days written notice of intent to cancel. Cause for the State to cancel 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. The Contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the Contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by the State does not relieve the Contractor of any liability arising out of a default or nonperformance. If a contract is canceled by the State due to a Contractor's request for increase in prices or failure to perform, that Contractor will be disqualified from bidding for a period of 24 months. The Contractor may cancel a contract for cause with the giving of 30 days written notice of intent to cancel. Cause for the Contractor to cancel may include, but is not limited, to the item(s) being discontinued and/or unavailable from the manufacturer.

16. SUBSTITUTIONS DURING CONTRACT

During the term of a contract, if adequate documentation is provided that supports the claim that the contract item(s) are not available, items which meet the minimum specifications may be substituted if approved by MIB and the substitutions are deemed to be in the best interest of the State.

17. APPLICATION

It is understood and agreed by the bidder that any contract entered into as a result of this Invitation for Bids is established for use by state agencies and all purchases made by these agencies for products included under the provisions of the contract shall be purchased from the bidder receiving the award unless exempt by special authorization from the MIB.

Under the provisions of Section 31-7-7 Mississippi Code of 1972, Annotated, the prices offered herein shall be extended to the governing authorities. However, the governing authorities, by provisions of Section 31-7-12 Mississippi Code, may purchase products covered by state contracts from any source offering an identical product at a price that does not exceed the state contract price.

Employees of the MIB have acted exclusively as agents of the State for the award, consummation, and administration of the contract and are not liable for any performance or nonperformance by the state agencies that utilize the contract.

18. ADDENDA

Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two (2) day period prior to the bid opening, the bid date will be reset to a date not less than five (5) working days after the date of the addendum, giving bidders ample time to comply with the addendum. When replying to a bid request on which an addendum has been issued, and the specifications require acknowledgement, the bid shall indicate that provisions of the addendum have been noted and that the bid is being offered in compliance therewith. Failure to make this statement may result in the bid being rejected as not being in accordance with the revised specifications or plans.

19. NONRESPONSIVE BIDS

Nonresponsive bids will not be considered. A non-responsive bid is considered to be a bid that does not comply with the minimum provisions of the specification. Any bidder found to repeatedly offer alternated products that are not compliant with specifications in an attempt to obtain a contract on the basis of pricing only will be disqualified from bidding for a period of 24 months.

20. SPECIFICATION CLARIFICATION

It shall be incumbent upon all bidders to understand the provisions of the specifications and to obtain clarification prior to the time and date set for the live auction or bid opening. Such clarification will be answered only in response to a written request submitted in the specified amount of time set by the MIB. The MIB reserves the right to specify a time frame in which clarification request shall be made.

21. PRE-QUALIFICATION PROCESS

- a. The purpose of the RFQF is to advertise the competitive procurement for solicitation of formal quotes from potential bidders to participate in the Reverse Auction. The MIB will be responsible for defining product categories, adding bidders, and publishing all bid related documents to the procurement portal. Once the responses have been received and the Opening Date has been reached, the MIB will review the submissions to qualify bidders and determine a starting price for reverse auction items.
- b. The Invitation for Bids/RFQF shall be advertised in accordance with Section 3.106.05.4 of the Mississippi Procurement Manual. The MIB shall advertise for 14 consecutive days in accordance with Section 31-7-13(c) (i) (1) of the Miss. Code Ann. Responses to the RFQF will be due on the 8th working day after the last day of advertisement.
- c. Responses to the RFQF will be reviewed by the MIB for responsiveness to specifications. Price quotes received will be evaluated in conjunction with other market research to determine the starting price for the Auction.
- d. The MIB will accept bidder responses in MAGIC who have qualified meeting RFx specifications. Bidders not meeting specifications will not be allowed to participate in the Auction.
- e. Once qualified, the MIB will notify the vendor of Qualification and the date of the Live Auction via email. After receiving the confirmation email, bidders should review/ensure technical requirements for MAGIC have been met or confirm participation in person.
- f. It is requested that bids be submitted on the basis of statewide distribution. Contractors must maintain adequate distribution capabilities and adequate stock of all items to insure prompt delivery.

22. FIRM BID PRICE

Prices accepted from bidder submissions shall be firm for the term of the contract except that the State shall receive the benefit of any price decrease in excess of five (5) percent. The contractor must provide written price reduction information within ten (10) days of its effective date.

23. CONTRACT EXTENSION

No extensions necessary.

24. SUSPENSION AND DEBARMENT

By submitting a bid, the bidder is certifying that neither the bidder nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in federal assistance programs.

25. ASSIGNMENT

The Contractor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the MIB.

26. INDEMINIFICATION

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 costs of every kind and nature whatsoever, including, without limitation, 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.

27. LIVE AUCTION

- a. Notification of Auction Start date and time will be sent via email to qualifying bidders. If a bidder is unwilling or unable to participate through MAGIC, a representative from the MIB can enter the Vendor's bid(s) manually (i.e. Surrogate Bidding). If a bidder elects to participate via Surrogate Bidding, the bidder must be physically present at the public bidding location, with the means to submit written bids for each offer made and signed by an authorized agent of the Vendor. A Bid Form will be provided to the Vendor at the start

of the auction. This form will not be returned to the bidder but will become a part of the Bid Documentation for Evaluation by the MIB.

- b. The Auction time may be extended at the discretion of the MIB. Examples of reasons to extend an auction include, but are not limited to, technical difficulties experienced by the MIB or bidder, the need to pause the Auction, or bids placed within the last few moments of bidding.
- c. Communication with bidders participating electronically during the Auction may be done via the Live Chat Feature. The MIB has the ability to send messages to particular bidders or broadcast to all bidders. Bidders can ONLY communicate with the MIB, not other bidders.
- d. Bidders may be removed from a Live Auction for improper conduct, including but not limited to profanity, threats, consistently entering erroneous or extremely low bids, or other disruptive behavior.

28. FORCE MAJEURE

If the MIB 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 bidders, 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 forth herein. The MIB 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 MIB as a result of a Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by the MIB prior to the new date and time of the live auction or bid opening.