

MS Insurance Department

Invitation for Bid - Smoke Alarms Instructions and General Conditions

Purpose: The purpose of this Invitation for Bid is the purchase of smoke alarms.

Bid Opening: Bids will be opened publicly Thursday, March 30, 2023 at 11:30 AM., Central Standard Time, in the 10th Floor South Conference Room, 501 North West Street, Jackson, MS 39201.

**Instructions to
Bidders:**

All vendors must be registered with the State of Mississippi at <http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/>. To register your company and receive a supplier number, click the "State of Mississippi Supplier Registration" link near the middle of the page and complete the form. If you need further assistance, please use the Supplier Training link at the bottom of the above listed website, select the LOG820 Supplier Self-Service Course, and click Launch Course.

Suppliers who have completed the registration process must attach a W-9 to their supplier account in the Mississippi's Accountability System for Government Information and Collaboration (MAGIC) at <https://portal.magic.ms.gov/irj/portal>. Suppliers may also submit a valid W-9 to:

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 39201

Phone: 601-359-3538
Fax: 601-359-5525
Email: OFMMagic@dfa.ms.gov

Reverse Auction quick reference guide can be viewed at the following site:
<https://www.dfa.ms.gov/sites/default/files/Office%20of%20Purchasing%2C%20Travel%20and%20Fleet%20Home/Reverse%20Auction%20and%20Bidding/State%20Agencies%20and%20Resources/Agencies/magic-bidders-reverse-auction-quick-reference-guide.pdf>

If you need assistance with MAGIC, please contact the Support Center at 601-359-1343 or mash@dfa.ms.gov.

Bids must be submitted and received on or before Thursday, March 30, 2023, no later than 11:30 AM., Central Standard Time. Regardless of the reason, bid(s) received after this date and time will not be accepted. One original copy of the bid(s) must be submitted in an envelope or package clearly marked with the following:

*MS Insurance Department
Administrative Services Division
Bid #3140003417
Smoke Alarms
501 North West Street, Suite 1001
Jackson, MS 39201*

Vendors using a commercial delivery company, which requires you to use their shipping package, must seal the bid separately and labeled as stated above inside the shipper's package to prevent premature opening. Parties submitting a bid assume all risks of delivery.

Bids not received in compliance with this requirement will be rejected. Facsimile or email bid(s) will not be accepted.

Vendors are encouraged, but not required, to submit one electronic copy through MAGIC which shall include all information requested in this Invitation for Bid. No costs or expenses associated with providing this information in the required format shall be charged to the MS Insurance Department. All required documents should be submitted, and the vendor shall be responsible for verifying all requirements for submitting the bid have been fulfilled.

Questions regarding this Invitation for Bid should be directed to Brad Smith at brad.smith@mid.ms.gov or Nancy Stuart at nancy.stuart@mid.ms.gov.

The MS Insurance Department reserves the right to reject any and/or all bids and to waive all informalities.

**Bidder
Responsibility:**

Bidders must, upon request of the MS Insurance Department, provide satisfactory evidence of ability to provide products or services in accordance with the terms and conditions of the specifications. The MS Insurance Department reserves the right to make the final determination as to the bidder's ability.

Invitation for Bid: All information requested on the Invitation Bid Form must be completed.

Quantity: The MS Insurance Department/State Fire Marshal's is requesting quotes on approximately 34,000 smoke alarms meeting the specifications contained herein. Interested vendors shall submit bids indicating the cost per alarm and the total cost proposed. Submitted bids shall include all freight and shipping related costs.

Firm Bid Price: Prices must be valid for 12 months beginning the date of bid award.

Confidential Information: Confidential information shall mean all materials, documents, and data provided to the successful bidder. The successful bidder shall provide the MS Insurance Department 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.

Award Criteria: The award shall be made to the lowest and best bid(s). Factors to be considered in determining the best bid include:

- Bottom Line Figure
- Conformity with Specifications
- Responsibility of the Bidder

Award: An award will be made to the lowest and best bidder. Bidder must bid on all items.

Notice of Award: Upon completion of the bid evaluation process, the MS Insurance Department will notify the successful bidder by letter through the US Postal Service.

Delivery: Items are to be delivered F.O.B. destination freight prepaid by the successful bidder.

Smoke alarms are to be delivered to the MS Insurance Department, C/O Hinds County, 6005 North McRaven Road East, Jackson, MS 39209 during normal business days between the hours of 8:00 a.m. and 5:00 p.m., Central Standard Time, except all observed State holidays. If delivery date falls on a holiday or weekend, delivery will be made the following business day. Notice of delivery must be received at least twenty-four (24) hours prior to delivery.

Notes:

All bids submitted shall be in compliance with all conditions set forth herein. The bid procedures followed by this department will be in accordance with these conditions. Therefore, all vendors are urged to read and understand these conditions prior to submitting a bid.

It is the intent of the specifications 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 for Bid packet and to notify the Administrative Services Division of the MS Insurance Department if the Specifications, Instructions and Special Conditions, or the General Conditions are formulated in a manner which would unnecessarily restrict completion. Any protest or questions concerning the Specifications or bidding procedures must be received in writing to the Administration Services Division of the MS Insurance Department not less than 72 hours prior to the time and date set for the bid opening.

Specifications:

The smoke alarms shall be powered by a sealed, non-replaceable, long-life battery. The battery shall prevent removal and/or tampering. The unit shall incorporate an ionization sensor with a minimum nominal sensitivity of .88%/ft. with a temperature operating range between 40°F and 100°F (4°C and 38°C) and the humidity operating range shall be a minimum of 5% - 85% relative humidity. The smoke alarm can be installed on the surface of any wall or ceiling following the UL/Manufacturer's approved placement guidelines. The alarm shall provide optional tamper resistance that locks the unit to the mounting bracket and deters removal of the unit from the wall or ceiling. The alarm shall include a test button that will simulate a fire condition and cause the unit to go into alarm. This sequence tests the unit's electronics to ensure proper operation. The unit shall include a piezoelectric horn that is rated at 85 decibels at 10 feet. The unit shall include a feature that briefly silences the unit if nuisance conditions occur and will automatically reset itself. If the alarm is in the silence mode and the condition that triggered the alarm persists, the alarm shall sound again to signal potential danger despite its presence in silence mode.

The unit shall include an End of Life Alert which indicates the alarm needs to be replaced. The unit shall have a deactivation switch to disable it and make it safe for disposal. The unit shall at a minimum meet the requirements of UL217, NFPA 72, (chapter 11 2002 edition) The State of California Fire Marshal, NFPA 101 (One and two family dwellings) Federal Housing Authority (FHA), Housing and Urban Development (HUD).

Units shall be in individually packaged in a manner that is easily opened without the use of tools.

Mississippi Insurance Department

Smoke Alarms

Commodity or Equipment

Bid File No.

3140003417 Bid Opening

Time: 11:30 AM

Bid Opening Date: Thursday, March 30, 2023

Section I

Bid Form

Bidders must utilize this Bid Form when bidding on the item(s). Bidder must complete all sections.

	<u>Price Per Unit</u>	<u>Number of Units</u>	<u>Total Cost</u>
Smoke Alarm	\$		\$

Section II

Bidder Information

Company Name:

Company Address:

Telephone Number:

Fax Number:

Email:

Authorized Company
Representative Name
(Print):

Authorized Company
Representative
Signature:

Signature Date:

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. The words "governing authority" when used shall be intended as meaning city, county or other local entities.

2. PREPARATION OF BIDS

- 2.1 Bids and/or Quotes may be submitted through the State of Mississippi's e-procurement system (MAGIC) or in person to the Mississippi Insurance Department. 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, a Mississippi Insurance Department 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 the Mississippi Insurance Department 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 Mississippi Insurance Department by the response deadline.

4. ACCEPTANCE OF BIDS

Mississippi Insurance Department 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 Mississippi Insurance Department 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 Mississippi Insurance Department shall have 60 days to accept.

5. ERROR IN BID

If a vendor is participating in a Live Auction, the vendor can notify the Mississippi Insurance Department in the event of an erroneous bid via the chat message feature. Erroneous bids, where the mistake is apparent to the Mississippi Insurance Department, 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 Mississippi Insurance Department 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 Mississippi Insurance Department Invitation for Bids.
- 7.2 Unless the bidder specified otherwise in the bid, the Mississippi Insurance Department 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 Mississippi Insurance Department.

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 Mississippi Insurance Department 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 Mississippi Insurance Department, 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

The Mississippi Insurance Department 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 Mississippi Insurance Department with the giving of 30 days written notice of intent to cancel. Cause for the Mississippi Insurance Department 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 Mississippi Insurance Department does not relieve the Contractor of any liability arising out of a default or nonperformance. If a contract is canceled by the Mississippi Insurance Department 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 Mississippi Insurance Department 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 Mississippi Insurance Department.

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 Mississippi Insurance Department 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 Mississippi Insurance Department. The Mississippi Insurance Department reserves the right to specify a time frame in which clarification request shall be made.

21. PRE-QUALIFICATION PROCESS

- 22.1 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 Mississippi Insurance Department 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 Mississippi Insurance Department will review the submissions to qualify bidders and determine a starting price for reverse auction items.
- 22.2 The Invitation for Bids/RFQF shall be advertised in accordance with Section 3.106.05.4 of the Mississippi Procurement Manual. The Mississippi Insurance Department shall advertise for 14 consecutive days in accordance with Section 31-7-13(c)(i)(I) of the Miss. Code Ann. Responses to the RFQF will be due on the 8th working day after the last day of advertisement.

- 22.3 Responses to the RFQF will be reviewed by the Mississippi Insurance Department for responsiveness to specifications. Price quotes received will be evaluated in conjunction with other market research to determine the starting price for the Auction.
- 22.4 The Mississippi Insurance Department 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.
- 22.5 Once qualified, the Mississippi Insurance Department 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.
- 22.6 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.

23. 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.

24. CONTRACT EXTENSION

- 24.1 Automatic contract renewals or extensions are not allowed. Contracts must be extended or renewed with the proper documents signed or approved by the Mississippi Insurance Department.
- 24.2 The Mississippi Insurance Department reserves the right to extend the term of a contract, when necessary, to continue a source of supply whenever new or replacement contracts are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Contractor and shall not exceed three (3) months.

25. 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.

26. 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 Mississippi Insurance Department.

27. INDEMNIFICATION

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.

28. LIVE AUCTION

28.1 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 Mississippi Insurance Department 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 Mississippi Insurance Department.

28.2 The Auction time may be extended at the discretion of the Mississippi Insurance Department. Examples of reasons to extend an auction include, but are not limited to, technical difficulties experienced by the Mississippi Insurance Department or bidder, the need to pause the Auction, or bids placed within the last few moments of bidding.

28.3 Communication with bidders participating electronically during the Auction may be done via the Live Chat Feature. The Mississippi Insurance Department has the ability to send messages to particular bidders or broadcast to all bidders. Bidders can ONLY communicate with the Mississippi Insurance Department, not other bidders.

28.4 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.

29. FORCE MAJEURE

If the Mississippi Insurance Department 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 Mississippi Insurance Department 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 Mississippi Insurance Department as a result of a Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by the Mississippi Insurance Department prior to the new date and time of the live auction or bid opening.