

MS Department of Public Safety

Invitation for Bid Bid# 3160001397 Instructions and Special Conditions Long & Short Sleeve Shirts

Purpose:

The purpose of this Invitation for Bid is to establish a contract for the purchase of Men & Women Long Sleeve and Short Sleeve Shirts for MS Highway Patrol (MHP).

Terms & Renewal of Contract

The term of the contract shall be for a period of twelve(12) months. Upon mutual agreement by both parties, the successful bidder shall have an option to renew up to four (4) additional twelve (12) months. The effective date is expected to be April 1, 2017.

Bid Opening:

Bid(s) will be opened publicly, Wednesday, March 1, 2017, at 10:00 a.m., Central Standard Time, in the Procurement Department, 4th Floor, Room 402, 1900 East Woodrow Wilson Avenue, Jackson, MS 39216.

Instructions to Bidders:

All vendors must be registered with the State of Mississippi. If not registered, please go to <http://www.mmrs.state.ms.us/vendors/index.shtml> to register your company and receive a supplier number. Once on the website, click on "Supplier (Vendor) Self-Service". Then click on "[State of Mississippi Supplier Registration](#)". If you need instructions on how to register, click on the supplier training tab.

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

Bids must be submitted and received on or before, March 1, 2017, 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 bid must be submitted in an envelope or package clearly marked with the information listed below to the address listed below:

MS Department of Public Safety

Procurement Department

4th Floor, Room 402

Bid # 3160001397 – MHP Long & Short Sleeve Shirts

1900 East Woodrow Wilson Avenue

Jackson, MS 39216

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

Vendors are 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 for bid. No costs or expenses associated with providing this information in the required format shall be charged to the MS Department of Public Safety. All required documents must be submitted. It is the responsibility of the vendor to verify that all of the requirements for submitting the bid have been fulfilled. Bids not received in compliance with this requirement will be rejected. Facsimile or e-mail bids will not be accepted.

Online learning instructions on how to submit your bid electronically, can be obtained by logging onto the Mississippi Management and Reporting System website at www.mmrs.state.ms.us/vendors/index.shtml, next, click on "Supplier Training" and last, select the LOG820 Supplier Self-Service Course link and then "Launch Course."

If you have any questions regarding this invitation for bid, please contact Britney Wesley by phone at (601) 987-1407 or Sonya Toaster at (601) 987-1305. You may email Britney Wesley at bjwesley@dps.ms.gov or Sonya Toaster at stoaster@dps.ms.gov. The MDPS reserves the right to reject any and/or all bids and to waive all informalities.

Bidder

Responsibility:

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

Invitation to Bid:

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

Quantity: The exact total number of long sleeve, and short sleeve shirts that will be ordered is not known. The approximate total quantity of shirts that is estimated to be purchased is five hundred (500); the MS Department of Public Safety does not guarantee that the agency will purchase any specified total. The omission of an exact quantity does not indicate a lack of need, but MSDPS would like to allow for minor modifications to increase or decrease the initial quantity if the need changes.

Confidential Information: Confidential information shall mean all materials, documents, and data furnished to the successful bidder. The successful bidder shall provide to the MS Department of Public Safety 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 will be made to the best bid or bids. Factors to be considered in determining the best bid include:

Bottom Line Figure
Conformity with specifications
Responsibility of the bidder

Award: The award will be made to the best bid or bids. Since award(s) will be made by a group of items, bidders must bid on all items within a group. Failure to do shall be cause for rejection of bid. The groups are listed below.

MHP Men & Women Long Sleeve and Short Sleeve Shirts

Notice of Award: Upon completion of the bid evaluation process, the MS Department of Public Safety will mail letters to the vendor or vendors who have submitted the apparent low bid(s) meeting specifications.

Delivery F.O.B. destination freight prepaid by successful bidder to the Mississippi Highway Safety Patrol, 1900 East Woodrow Wilson Avenue, Jackson, MS 39216 during normal business days, between the hours 8:00 a.m. to 5:00 p.m., central time, except all observed state holidays. If delivery date falls on a holiday or weekend, delivery will be made on the following business day.

Firm Bid Price: Prices quoted shall be firm for the first twelve (12) months of the contract.

Price Adjustment:

Price increases will not be allowed during the first twelve (12) months of this contract. Price increases may be considered during the renewal of this contract for an additional twelve (12) months being effective June 1 of that extension year. Requests for price increases shall be submitted no later than February 1 of the extension year. Requests for price increases shall be in the form of a letter from the successful bidder. This letter shall indicate the contract number, the new price(s) for each item for which a change is being requested. Enclosed with the letter requesting a price increase shall be a copy of the manufacturer's notice of actual cost increase when applicable. The manufacturer's notice shall identify the product(s) by brand name and shall indicate the price increase as well as the contractor's new cost for the item(s). The manufacturer's notice shall also be signed by an authorized corporate official, with printed name, title, address and phone number to allow for verification of price increase. Upon such receipt of such request for price increase the Mississippi Department of Public Safety reserves the right to approve or disapprove the request and will notify the contractor prior to the propose effective date. If approved, the new pricing will take effect on the effective date set forth in this paragraph.

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY

SPECIFICATIONS FOR MEN & WOMEN LONG SLEEVE SHIRTS

COMPLIANCE WITH SPECIFICATIONS

All bids must meet or exceed the minimum specifications as set forth in this Invitation to Bid.

SCOPE:

These specifications are intended to cover the normal requirements for men and women long sleeve shirts.

CLASSIFICATION:

The shirts covered by these specifications shall be furnished in best quality.

PRODUCT:

All products bid shall be the made in the USA that is listed. No substitutions or alternates will be accepted or allowed.

MATERIAL:

Basic fabric is to be Raeford Mills' #571-585U; Tropical weave, 55% Dacron polyester and 45% Wool. 8-8 ½ ounce per linear yard based on 60" (Sixty inch) width.

CONSTRUCTION: Must be constructed in USA.

STYLE:

Police Officer style, long sleeve shirts with concealed zipper front. Shoulder straps and sewn-in military creases. Shirts must be of quality, workmanship and style now being worn by the Mississippi Highway Safety Patrol. Samples may be seen at 1900 East Woodrow Wilson, Jackson, MS 39216 in the Property, Receiving and Supply Division.

Women's MHP shirts shall have same features specified for the Men's MHP shirts but be constructed on a woman's pattern.

SIZE:

Shirts to be sized in regular collar sizes 14, 14 ½, 15, 15 ½, 16, 16 ½, 17, 17 ½, 18, 18 ½, 19, 19 ½, 20, 20 ½, 21, 21 ½, 22, 22 ½, 23, 23 ½, and 24. Sleeve lengths to be made in sizes 30 through 38 in all collar sizes. All shirts with a neck size from 17 through 24 with half sizes will have three (3) inches added to tail of all shirts. Long tail lengths on all other sizes shall be made available upon request.

COLLAR:

The collar is to be die cut. The back of the stand is to measure 1 ½". The points, widespread, are to be 3 ¼" in length, ¼" stitching on edge of collar. The interlinings are to be 100% polyester. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through bottom leaf. The stand shall fasten with one button.

YOKE:

The back is to have a double-ply yoke self-material stand. The inside yoke is to be satin lined, with 100% polyester taffeta and must be of a good grade. The yokes are to be finished 3 ½" at the center and are to be joined at the back of the shirt with two rows of stitching. They are also to be joined to the front of the shirt with two rows of stitching.

INTERLINING:

All interlining to be with good quality sanforized sheeting, pre-shrunk. The collar leaf to be 2.85 weight and the center facing to have 5.50 weight.

FRONT:

To have 1 ½" placket on top center front, zipper to be sandwiched and to extend from the second to the sixth buttonhole with the stitch to be concealed under the center strip. The center front shall contain seven (7) vertical buttonholes and placed 7/8" from edge and 3 ½" apart. The button stand, 7/8" wide, shall be self-lined and placed on the right side extending from the collar stand to the bottom of the shirt.

FLAPS:

To have scalloped flaps to finish 5 ½" in width and 2 ¾" in length at the center and at each side. Flaps to be secured to front of shirt approximately ¼" above top pocket. The left and right flap to have a pencil opening about 1 3/8" in width. Flaps to have buttonholes with button sewn on top of buttonhole. Velcro fasteners at each corner of flaps stitched on four (4) sides, to measure approximately ½" x 1".

POCKETS:

To have two (2) breast pockets with mitered corners to finish 5 3/8" wide and 6" long. The left and right breast pocket to have a pencil pocket made of self-material sewed to the front of shirt inside of pocket to line up with opening in flap. To finish 1 3/8" wide between stitches and to be 4" high and to be open at bottom. To be hemmed at top and line up just under top of pocket. Velcro ½" wide and 1" long to be placed on edges on each pocket to secure Velcro placed on corner of flap.

BADGE TAB:

Inside sling-type badge holder of self-goods approximately 1 ½" wide to extend from joining seam to pocket of left front. Two small buttonholes 7/8" apart with lower buttonhole approximately ¾" above the flap.

SLEEVES:

To be straight and whole. There shall be one button placed on the sleeve placket approximately 2 ½" above the top of the cuff. The cuffs shall be 3" wide and shall be top-stitched ¼" around the edge of the cuff. The cuff will close with two buttons. The sleeves must be secured to the body of the shirt by means of a narrow stitch with a safety stitch so as to strengthen the seam. The same stitch must be used on the side closing to seam as well.

CUFFS: Finished circumference of cuffs:

Sizes:	14 to 15	-	10 ½"
	15 ½ to 16:	-	11"
	16 ½ to 17:	-	11 ½"
	17 ½ to 18:	-	12"
	18 ½ to 20	-	12 ½"
	20 ½ to 24	-	13 ½"

SHOULDER STRAPS

Shoulder straps to consist of 100% textured polyester Royal Blue Serge, style # 414831, Color # 1600, manufactured by J. P. Stevens Company. For Troopers, each side of the strap edges on top with 1/8" Red Soutache ELC Style #2832, color #00112. For ranking officers, each side of strap edges on top with 1/8" Yellow Soutache ELC style #3068 color #104.

The shoulder strap shall be pointed at the end toward the neck of the shirt. The other end shall be sewn into the sleeve head seam. Shoulder strap shall measure 2" at the sleeve and taper to 1 3/8". Straps to be about ½" from collar. Shoulder straps to be cross stitched to shoulder 2" from sleeve head seam and diagonally across from each end of seam to sleeve head seam. Length of strap to be graduated, conforming to the size of the shirt. Buttons attached to yoke to match shoulder strap buttonholes at the pointed ends.

CREASING & STITCHING:

Pockets and pocket flaps to be die creased to give uniform shape and size; also to have sewn-in permanent Military creases. The shirts are to have sewn-in permanent Military creases, (2) two in front and (3) three in the back. All seams shall be safety stitched

BUTTONS:

Buttons to be 4-eye 20-line plastic, heat resistant and color gray, matching the shirt.

ZIPPER:

To be Talon nylon separating zipper with nylon coil, matching binder seam, coordinated color for all components, all molded plastic.

CUTTING:

Collars, pockets, flaps and shoulder straps to be die cut to insure uniformity.

THREAD:

Size A, vat-dyed, non-fade, 3-cord thread is to be used on all seams. Color matching the shirt material, top stitching on the shoulder straps must match the blue fabric.

SIZE MARKING:

Size and sleeve length shall be sewn on a woven label in the neck of the shirt.

FINISHING DIMENSIONS:

	<u>14 ½</u>	<u>15</u>	<u>15 ½</u>	<u>16</u>	<u>16 ½</u>	<u>17</u>	<u>17 ½</u>
<u>Chest:</u>	42	44	46	48	50	52	54
<u>Waist:</u>	37	39	41	44	46	48	50
<u>Yoke:</u>	17	17 ½					

PRESSING & PACKING:

Shirts shall be carefully pressed by hand in a first-class manner. Shirts are to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed TWO (2) to a box.

SAMPLE:

A pre-production sample will be required in a size 16 1/2.

EMBLEMS:

There will be an MHP emblem sewn on each sleeve of Men and Women shirts ¾" down from the sleeve seam and to be centered under the shoulder straps. Emblems will be furnished by the Department of Public Safety, Property/Receiving and Supply.

Delivery:

FOB : 1900 Woodrow Wilson, Jackson, MS 39216

Notes:

This specification shall, until revised or rescinded by the Department of Public Safety, apply to each future purchase.

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 competition that is practicable. It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Department of the MS Department of Public Safety if the Specifications, 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 Department of Public Safety, Procurement Office, not less than 72 hours prior to the time and date set for the bid opening.

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY

SPECIFICATIONS FOR MEN & WOMEN SHORT SLEEVE SHIRTS

COMPLIANCE WITH SPECIFICATIONS

All bids must meet or exceed the minimum specifications as set forth in this Invitation to Bid.

SCOPE:

These specifications are intended to cover the normal requirements for men and women short sleeve shirts.

CLASSIFICATION:

The shirts covered by these specifications shall be furnished in best quality.

PRODUCT:

All products bid shall be the made in the USA that is listed. No substitutions or alternates will be accepted or allowed.

MATERIAL:

Basic fabric is to be Raeford Mills' #571-585U Tropical weave, 55% Dacron polyester and 45% Wool. 8-8 ½ ounce per linear yard based on 60" (Sixty inch) Width.

CONSTRUCTION:

Must be constructed in USA.

STYLE:

Police Officer style, short sleeve shirts with concealed zipper front. Shoulder straps and sewn-in military creases. Shirts must be of quality, workmanship and style now being worn by the Mississippi Highway Safety Patrol. Samples may be seen at 1900 East Woodrow Wilson, Jackson, MS 39216 in the Property, Receiving and Supply Division.

Women's MHP shirts shall have same features specified for the Men's MHP shirts but be constructed on a woman's pattern.

SIZE:

Shirts to be sized in regular collar sizes 14, 14 ½, 15, 15 ½, 16, 16 ½, 17, 17 ½, 18, 18 ½, 19, 19 ½, 20, 20 ½, 21, 21 ½, 22, 22 ½, 23, 23 ½, and 24. All shirts with a neck size from 17 through 24, with half sizes, will have three (3) inches added to tail of all shirts. Long tail lengths on all other sizes shall be made available upon request.

COLLAR:

The collar is to be die cut. Sport style collar to measure 3 ¼" long at points and top-stitched ¼" from edge. The interlinings are to be 100% polyester. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through bottom leaf. Collar will not have a buttonhole or button.

YOKE:

The back is to have a double-ply yoke self-material stand. The inside yoke is to be satin lined, with 100% polyester taffeta and must be of a good grade. The yokes are to be finished 3 ½" at the center and are to be joined at the back of the shirt with two rows of stitching. They are also to be joined to the front of the shirt with two rows of stitching.

INTERLINING:

All interlining to be with good quality sanforized sheeting, pre-shrunk. The collar leaf to be 2.85 weight and the center facing to have 5.50 weight.

FRONT:

There will be 3 ½" turn back on each front facing. The facing must be secured by stitching when the pocket and pocket flaps are attached; also secured under the collar by a single row of stitching that does not show. To have a mock placket front on buttonhole side of shirt. To be two-needle stitched 7/8" wide and placket to finish 1 ½" wide, not to be set on, but to be part of the shirt front itself.

FLAPS:

To have scalloped flaps, to be one piece die cut and creased to insure uniformity. Flaps to be finished 5 ½" in width, 2 ¾" in length at center and 2 ¾" in width at sides. Flaps to be secured to front of shirt approximately ¼" above top pocket. Left and right flap to have a pencil opening about 1 3/8" in width. Flaps to have buttonholes with button sewn on top of buttonhole. Velcro fasteners at each corner of flaps stitched on four sides, to measure approximately ½" x 1".

POCKETS:

To have Two (2) breast pockets with mitered corners to finish 5 3/8" wide and 6" long. The left and right breast pocket to have a pencil pocket made of self-material sewed to the front of shirt inside of pocket to line up with opening in flap. To finish 1 3/8" wide between stitches and to be 4" high and to be open at bottom. To be hemmed at top and line up just under top of pocket. Velcro ½" wide and 1" long to be placed on edges on each pocket to secure Velcro placed on corner of flap.

BADGE TAB:

Inside sling-type badge holder of self-goods approximately 1 ½" wide to extend from joining seam to pocket of left front. Two small buttonholes 7/8" apart with lower buttonhole approximately ¾" above the flap.

SLEEVES:

Sleeves are to be straight and whole, have a ½" hem and finish 9 ½" long from the shoulder seam. The sleeves must be secured to the body of the shirt by means of a narrow stitch with a safety stitch so as to strengthen the seam. The same stitch must be used on the side closing seam as well. The sleeve seam is to be bar tacked at the bottom of the hem for strength.

SHOULDER STRAPS:

Shoulder straps to consist of 100% textured polyester Royal Blue Serge, style # 414831, Color # 1600, manufactured by J. P. Stevens Company. For Troopers, each side of the strap edges on top with 1/8" red soutache ELC Style #2832, color #00112. For ranking officers, each side of strap edges on top with 1/8" yellow soutache ELC style #3068 color #104.

The shoulder strap shall be pointed at the end toward the neck of the shirt. The other end shall be sewn into the sleeve-head seam. Shoulder strap shall measure 2" at the sleeve and taper to 1 3/8". Straps to be about ½" from collar. Shoulder straps to be cross stitched to shoulder 2" from sleeve-head seam and diagonally across from each end of seam to sleeve-head seam. Length of strap to be graduated, conforming to the size of the shirt. Buttons to be attached to yoke to match shoulder strap buttonholes at the pointed ends.

CREASING & STITCHING:

Pockets and pocket flaps to be die creased to give uniform shape and size; also to have sewn-in permanent Military creases. The shirts are to have sewn-in permanent Military creases, two in front and three in back. All seams shall be safety stitched

BUTTONS:

The collar will not have a button hole or button. The first button and buttonhole will begin 3 ½" below the collar seam, six buttons will finish the front. The buttons are to be 4-eye 20-line plastic heat resistant and color gray matching the shirt.

ZIPPER:

To be Talon nylon separating zipper with nylon coil, matching binder seam, coordinated color for all components, all molded plastic.

CUTTING:

Collars, pockets, flaps and shoulder straps to be die cut to insure uniformity.

THREAD:

Size A, vat-dyed, non-fade, 3-cord thread is to be used on all seams. Color matching the shirt material. The top stitching on the shoulder straps must match the blue fabric.

SIZE MARKING:

Size and sleeve length shall be sewn on a woven label in the neck of the shirt.

FINISHING DIMENSIONS:

	<u>14 ½</u>	<u>15</u>	<u>15 ½</u>	<u>16</u>	<u>16 ½</u>	<u>17</u>	<u>17 ½</u>
<u>Chest:</u>	42	44	46	48	50	52	54
<u>Waist:</u>	37	39	41	44	46	48	50
<u>Yoke:</u>	17	17 ½					

PRESSING & PACKING:

Shirts shall be carefully pressed by hand in a first-class manner. Shirts are to be shipped in strong boxes so as not to be damaged in shipment. Shirts are to be packed in individual polyethylene bags and to be packed THREE (3) to a box.

SAMPLE: A PRE-PRODUCTION SAMPLE WILL BE REQUIRED IN A SIZE 16 1/2.

EMBLEMS: There will be an MHP emblem sewn on each sleeve of Men's and Women's shirts ¾" down from the sleeve seam and to be centered under the shoulder straps. Emblems will be furnished by the Department of Public Safety, Property/Receiving and Supply.

Delivery:

FOB 1900 Woodrow Wilson, Jackson, MS 39216

Notes:

This specification shall, until revised or rescinded by the Department of Public Safety, apply to each future purchase.

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 competition that is practicable. It is the responsibility of the prospective bidder to review the entire Invitation for Bid packet and to notify the Procurement Department of the MS Department of Public Safety if the Specifications, 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 Department of Public Safety, Procurement Office, not less than 72 hours prior to the time and date set for the bid opening.

MHP Men & Women Long Sleeve Shirts
MHP Men & Women Short Sleeve Shirts

Bid File No: 3160001397
Bid Opening Time: 10:00 a.m.

Commodity or Equipment

March 1, 2017
Bid Opening Date

BID FORM

Bidders must utilize this Bid Form when bidding on the items.

MHP MEN & WOMEN LONG & SHORT SLEEVE SHIRTS			
<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Price</u>
1	Ea	Men Long Sleeve Shirt	\$ _____
1	Ea	Women Long Sleeve Shirt	\$ _____
1	Ea	Men Short Sleeve Shirt	\$ _____
1	Ea	Women Short Sleeve Shirt	\$ _____
Total			\$ _____

SECTION II.

Delivery in _____ days after receipt of order being placed.

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 Signature)

GENERAL CONDITIONS

1. PREPARATION OF BIDS

- 1.1 Failure to examine any samples, drawings, specifications, and instructions will be at bidder's risk.
- 1.2 Price each item separately. Unit prices shall be shown. Bid prices must be net.
- 1.3 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 person signing bid.
- 1.4 Brand Names: Any reference to brand names and numbers in the Invitation for Bids is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the referenced brands. Unless the bidder specifies otherwise in his bid, it is understood that the bidder is offering a referenced brand item as specified in the Invitation for Bids. The MS DEPARTMENT OF PUBLIC SAFETY reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name referenced, and the MS DEPARTMENT OF PUBLIC SAFETY may require a bidder offering a substitute to supply additional descriptive material and a sample. When merchandise received from a successful bidder is not considered to be an equal by the requisitioned, it will be returned to the vendor, at the vendor's expense.
- 1.5 Specification: It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor.
- 1.6 Information and Descriptive Literature: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be applicable, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the product offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.
- 1.7 Samples: 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.
- 1.8 Time of performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

2. FAILURE TO BID

- 2.1 Failure to submit a response to four consecutive bid invitations on any item within a class may cause the MS Department of Public Safety to discontinue sending bid invitations to your company for that particular class/item.

3. SUBMISSION OF BIDS

- 3.1 Bids must be signed and sealed with bidder's name and address on outside of the enclosed envelope, and the time and date of the bid opening and the bid file number shown in the lower-left corner of the envelope.
- 3.2 Bids and modifications or corrections thereof received after the closing time specified will not be considered.
- 3.3 Only bids submitted on bid forms furnished by the MS Department of Public Safety or copies thereof will be considered. The name of person executing bid must be in longhand.

4. ACCEPTANCE OF BIDS

4.1 The MS Department of Public Safety reserves the right to reject any and all bids, to waive any informality in bids. If a bidder fails to state the time within which a bid must be accepted, it is understood and agreed that the MS Department of Public Safety shall have 60 days to accept.

4.2 Only sealed bids will be accepted. Facsimile or electronic mail bids will not be accepted.

5. ERROR IN BID

5.1 In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

6. DISCOUNT PERIOD

6.1 Time in connection with 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 Purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the Invitation. Where more than one item is specified in the Invitation, the MS Department of Public Safety reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation for Bids, or as expressly provided in the MS Department of Public Safety's Invitation for Bids.

7.2 Unless the bidder specified otherwise in the bid, the MS Department of Public Safety may accept any item or group of items of any kind. The MS Department of Public Safety reserves the right to modify or cancel in whole or in part its Invitation for Bids.

7.3 A written purchase order mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a purchase agreement without further action by either party. The purchase agreement shall not be assignable by the vendor in whole or in part without the written consent of the MS Department of Public Safety.

8. INSPECTION

8.1 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 of Mississippi 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

- 9.1 The MS Department of Public Safety 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 MS Department of Public Safety 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 MS Department of Public Safety for use in connection with their contracts.

10. GIFTS, REBATE, GRATUITIES

- 10.1 Acceptance of gifts from contractors prohibited. No officer or employee of the MS Department of Public Safety, 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 purchase agreement 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 for future rewards or compensation.
- 10.2 Bidding by state employees prohibited. It is hereby declared 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 of Mississippi during the tenure of his 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

- 11.1 Bid files may be examined during normal working hours by bid participants. Those not participating will be prohibited from obtaining any information relative to the bid until the official award has been made.

12. DEFINITIONS

- 12.1 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 in any of the above documents shall be intended as meaning county or local entities.

13. GENERAL CONDITIONS REFERENCE

- 13.1 This bid 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.

14. COMPETITION

- 14.1 There is 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.

15. WAIVER

- 15.1 The MS DEPARTMENT OF PUBLIC SAFETY 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, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.

16. CANCELLATION

- 16.1 The Procurement Officer of the MS DEPARTMENT OF PUBLIC SAFETY may, when the interests of the State so require, terminate this agreement in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the agreement terminated and when termination becomes effective.

Any item award may be canceled for cause by either party with the giving of 30 days written notice of intent to cancel. Cause for the State to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the purchase agreement; or failure to perform to the terms of the purchase agreement. 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 an award is canceled due to a request for increase in prices or failure to perform, that vendor shall be removed from the Qualified Bidders List for a period of 24 months. At the end of 24 months, it shall be the bidder's responsibility to notify the MS DEPARTMENT OF PUBLIC SAFETY in writing requesting to be placed back on the bidder's list. Cause for the vendor to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

17. SUBSTITUTIONS REGARDING PURCHASE AGREEMENT

- 17.1 If adequate documentation is provided that supports the claim that the item(s) are not available, then items which meet the minimum specifications may be substituted if approved by the MS DEPARTMENT OF PUBLIC SAFETY and are deemed to be in the best interest of the State.

18. ADDENDA

- 18.1 Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three (3) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the (3) three-day period prior to the bid opening, the bid date will be reset to a date not less than (5) five working days after the date of the addendum, giving bidders ample time to answer 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. ALTERNATE BIDS

- 19.1 Alternate bids unless specifically requested will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specification. A firm or vendor found to repeatedly offer alternates in an attempt to obtain a bid award on the basis of pricing only will be removed from the Qualified Bidders List for a period of not less than 24 months.

20. SPECIFICATION CLARIFICATION

- 20.1 It shall be incumbent upon all bidders to understand the provisions of the specification and to obtain clarification prior to the time and date set for the bid opening. Such clarification may be answered only in response to a written request.

21. BID PROCEEDINGS

- 21.1 Bid openings will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening. All bidders are invited and encouraged to attend the bid opening to review the submitted bids. After the close of the bid opening, the bids will be considered to be in the evaluation process and will not be available for review by bidders.

22. FIRM BID PRICE

- 22.1 Prices quoted shall be firm 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. ASSIGNMENT

- 23.1 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 MS Department of Public Safety.

24. SUSPENSION AND DEBARMENT

- 24.1 By responding to the Invitation to 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 any federal, state or local government bidding and/or purchase agreements.

25. FORCE MAJEURE

- 25.1 If the MS DEPARTMENT OF PUBLIC SAFETY 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/proposals at the advertised date and time, all bids/proposals received shall be publicly opened and read aloud on the next business day that the MS DEPARTMENT OF PUBLIC SAFETY 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 Vendors/Contractors, upon submission of a bid/proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids/proposals shall be received by the MS DEPARTMENT OF PUBLIC SAFETY until the new date and time of the bid opening as set forth herein. **The MS DEPARTMENT OF PUBLIC SAFETY shall not be held responsible for the receipt of any bids/proposals for which the delivery was attempted and failed due to the closure of the MS DEPARTMENT OF PUBLIC SAFETY as a result of a Force Majeure Event.** Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid/proposal by the MS DEPARTMENT OF PUBLIC SAFETY prior to the new date and time of the bid opening.

26. PAYMODE

- 26.1 The State of Mississippi, Department of Finance and Administration (DFA), requires new vendors to register for electronic payment via the State's e-payment and remittance channel. These requirements are outlined in DFA's Administrative Rule - [Mandatory E-Payments to Vendors](#), effective July 1, 2006.

The State's current processor for e-payments and remittance to vendors is Bank of America. The product used is PayMode®. Enrollment in PayMode is simple, takes less than 10 minutes to initiate, and can be easily completed online at <http://portal.paymode.com/ms/>. Vendors who require personal assistance can call Bank of America toll-free at 1-866-252-7366.

Payments by state agencies using the Mississippi's Accountability System for Government Information and 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 the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

27. E-VERIFY COMPLIANCE

- 27.1 E-Verify Compliance: Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. 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, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement 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, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

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.

THE MS DEPARTMENT OF PUBLIC SAFETY ALSO RESERVES THE RIGHT TO REJECT ANY/ALL BIDS AND TO WAIVE ANY/ALL INFORMALITIES.

