

North Mississippi Regional Center
967 Regional Center Drive
Oxford, MS 38655

January 3, 2017

To Whom It May Concern:

The North Mississippi Regional Center (NMRC) is soliciting bids for dental equipment. Enclosed are specifications. All bids must be received in the Business Office of the NMRC on or before 2:00 p.m., Wednesday, January 25, 2017. Any bids received after the specified time will be returned unopened to the bidder. Bids must be enclosed in a sealed envelope clearly marked "Bid File #2017-05 Dental Equipment." **Bids should be returned to: Ms. Martha Briscoe, Director of Business Services; Administration Bldg.; North Mississippi Regional Center; 967 Regional Center Drive; Oxford, MS 38655.**

If the NMRC 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 NMRC 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 shall be received by the NMRC until the new date and time of the bid opening as set forth herein. The agency 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 NMRC as a result of a Force Majeure Event. Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the NMRC prior to the new date and time of the bid opening.

All line items are being awarded on an all-or-none basis. We reserve the right to reject any and all bids.

Sincerely,

Martha Briscoe
Business Director
enclosures

Request for Bids – Dental Equipment

North Mississippi Regional Center

North Mississippi Regional Center is seeking bids for dental equipment as outlined below.

BID INSTRUCTIONS

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS: Manufacturers' names, trade names, information and/or catalog numbers listed in these specifications are for information and not intended to limit competition. The bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specifications for any item(s).

The dental suite with sterilization unit, installed, is all inclusive. The attached bid sheet (Section B. Bid Form) MUST be used to submit a bid. Bids that do not utilize the attached form will not be considered.

This bid will be awarded as all or none only. The bid chosen will represent the lowest and best total price for all items as bid. Bidders must bid on every item to be considered for bid award.

GENERAL TERMS AND CONDITIONS

- A. In accordance with the rules and regulations of the Mississippi Department of Finance and Administration, Office of Purchasing, Travel, and Fleet Management, North Mississippi Regional Center (NMRC) will receive bids for Dental Equipment as described in the following specifications. A copy of the regulations can be found at <http://www.dfa.state.ms.us/purchasing/procurementmanual>.
- B. Written sealed bids and samples must be received no later than 2:00 P.M., Wednesday, January 25, 2017, at the North Mississippi Regional Center Business Office, 967 Regional Center Drive, Oxford, MS 38655. Bidders can also submit a bid on line in the State of Mississippi electronic procurement system, MAGIC – RFx #3140000831. In order to submit bid bidders must be registered as a vendor in the MAGIC system for the State of Mississippi and have an I.D. number and password assigned at the time of registration.
- C. Opportunities for on-site visits, at NMRC, to discuss bid specifications and inspect work sites, products or equipment will be made by appointment only. Arrangements may be made by contacting Jon Crawford in the Business Office at (662) 513-7689.
- D. It is the intent of the specifications to obtain a product and related services that will adequately meet the needs of NMRC while promoting the greatest extent of competition that is practicable. Manufacturers' names, trade names, information and/or catalog numbers listed in these specifications are for information and not intended to limit competition. The bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specifications for any item(s).

E. The bidder understands that NMRC is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and Contractor/Seller agrees during the term of the agreement that Contractor/Seller will strictly adhere to this policy in its employment practices and provisions products and services. Contractor/Seller shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

F. Both NMRC and the successful vendor will agree that the initiation and continuance of the contractual agreement will be based on the availability of funds. Should there be no funds available at the time of the bid opening or during the agreement period the agreement will be cancelled with no further obligation by the North Mississippi Regional Center. Any property covered by the agreement will be returned to the vendor. Provided, however, that all payments due for the current fiscal year will be paid in full.

G. Bid openings will be conducted open to the public. All bidders are invited and encouraged to attend the bid opening meeting to review the submitted bids. However, they will serve only to open the bids. No discussion will be entered 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. After the close of the bid opening meeting, the bids will be in the evaluation process and will not be available for review by bidders. Bid files may be examined during normal working hours only after an award has been made.

H. The total contract shall consist of this invitation for bid, to include all attachments, and the proposed bid offer submitted by the successful vendor. No other documents shall be a part of the formal contractual agreement. In no event is a vendor to submit its own standard contract terms and conditions in response to this solicitation. This agreement shall take priority over any other agreements that may be signed separately in conjunction with this invitation for bid, to include third party agreements.

I. If an acceptable agreement cannot be negotiated within thirty (30) days of issuance of the intent to award notice, NMRC may at its sole discretion at any time thereafter, terminate negotiations with that bidder and either negotiate an agreement with the next lowest and best bidder or choose to terminate the Request for Bid process and not enter into an agreement with any of the bidders.

J. Errors in bids submitted shall be determined and resolved as specified in paragraph 3.106.12 of the State of Mississippi Procurement manual.

K. 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. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the supplies shall be made as promptly as practicable, not to exceed thirty (30) days after final

acceptance by NMRC, but failure to inspect and accept or reject supplies shall not impose liability on NMRC for such supplies as are not in accordance with the specification. In the event necessity requires the use of supplies not conforming to specifications, payment therefore may be made at proper reduction in price. Upon proper notice from the contractor that installation or delivery has been completed to terms, the designated NMRC Officer will schedule a time to make final inspections and provide written acceptance of items covered by this bid invitation, if applicable.

L. NMRC 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. Evidence of exemption will be furnished upon request. Contractor shall also be liable for all personal property taxes that become due as a result of this agreement, if applicable.

M. The successful bidder shall ship (F.O.B. NMRC – Freight Prepaid) and deliver/install all products/equipment, personnel, and materials necessary to successfully complete any awarded contract to the designated NMRC receiving/installation site. All shipment costs, to include all fuel surcharges, will be paid by the successful vendor with no expense to NMRC. No NMRC agent will be involved in or responsible for conveying any material, equipment or personnel to the designated receiving/installation site. Successful vendor shall schedule all shipments Monday through Friday, 7:30 A.M. to 3:30 P.M. unless otherwise approved by the designated NMRC Officer. Deliveries will be made to the following location unless otherwise notified: North Mississippi Regional Center, 967 Regional Center Drive, Oxford, MS, 38655.

N. Successful vendor shall provide, within 5 working days after receiving notice of award, a toll free telephone number that can be used Monday through Friday, 8:00 A.M. to 5:00 P.M. CST to obtain product and related troubleshooting support. Successful vendor shall respond to all support calls within 24 hours of notification by the designated NMRC Officer.

O. Successful vendor shall provide for initial, continuing and advanced in-service training, to include use and care demonstration, of all awarded products as/if requested by the designated NMRC Officer. Successful vendor shall provide required in-service training within ten (10) working days after receiving a request from the designated NMRC Officer.

P. Before submitting a bid, each bidder shall make all investigations and examination necessary to ascertain all site conditions and requirements affecting the full performance of the agreement and to verify any representations made by NMRC upon which the bidder will rely. If the bidder receives an award as a result of their bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the agreement documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

Q. NMRC accepts no responsibility for any expenses incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

R. Contractor/seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees, Miss. Code Ann. 71-11-1 et seq. (1972, as amended). The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “Status Verification System” means the illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor/Seller agrees to provide a copy of such verification. 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 to do business in the State.

S. The agreement may be cancelled by NMRC in whole or in part by written notice of default to the Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to the next lowest and best bidder, or when time is of the essence, similar commodities and related services may be purchased on the open market. In either event, the defaulting Contractor (or his/her surety) shall be liable to NMRC for cost to NMRC in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

T. This invitation for bid and any eventual contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor/Seller shall comply with applicable federal, state, and local laws and regulations.

U. This RFB and any eventual contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983, “and its exceptions. See Miss. Code Ann. 25-61-1 et. Seq. (1972, as amended) and Miss. Code Ann. 79-23-1 (1972, as amended). In addition, this RFB any eventual contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. 27-104-151 et. Seq. (1972, as amended). Unless exempted from disclosure due to a court issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at

<http://www.transparency.mississippi.gov>. Information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

Request for Bids – Dental Equipment

North Mississippi Regional Center

The dental suite with sterilization unit, installed, all inclusive. The attached bid sheet **MUST** be used to submit a bid.

Section A: Equipment Specifications

Pelton & Crane Spirit Model 2004T Assistant's Dental Stool

Pelton & Crane Spirit Model 1800 Dental Chair

Pelton & Crane Model 2003 Doctor's Dental Stool

Pelton & Crane Helios 1800 Operatory Light on Curved Post

Pelton & Crane Adapter F Monitor/System Light

Pelton & Crane Transformer 150W for System Light

Pelton & Crane Spirit 2500 Mobile Work Station

Pelton & Crane Light Source Tubing

Pelton & Crane STD Light Source Tubing

Pelton & Crane Tray Holder with SS Tray Multi

Cabinet, Treatment

Cabinet, Sterilization

Cavitron Scaler

Aribex NOMAD Pro 2 Handheld Intraoral X-ray

Gendex GXS-700 Sensor Combo Kit

Section B: Bid Form

Company Name: _____

Address: _____

Contact Person: _____ Phone: _____ Email: _____

Item	Quantity	Cost
Pelton & Crane Spirit Model 2004T Assistant's Dental Stool		
Pelton & Crane Spirit Model 1800 Dental Chair		
Pelton & Crane Model 2003 Doctor's Dental Stool		
Pelton & Crane Helios 1800 Operatory Light on Curved Post		
Pelton & Crane Adapter F Monitor/System Light		
Pelton & Crane Transformer 150W for System Light		
Pelton & Crane Spirit 2500 Mobile Work Station		
Pelton & Crane Light Source Tubing		
Pelton & Crane STD Light Source Tubing		
Pelton & Crane Tray Holder with SS Tray Multi		
Cabinet, Treatment		
Cabinet, Sterilization		
Cavitron Scaler		
Aribex NOMAD Pro 2 Handheld Intraoral X-ray		
Gendex GXS-700 Sensor Combo Kit		
Other Charges - please describe (i.e. delivery)		
Please include any costs that will be incurred during the		
first 12 months of operating this equipment, including		
any software expenses		
	Total Cost:	

Authorized Signature: _____