

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 Tuesday, March 21, 2017, at 10:00 a.m., 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

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 Monday, March 20, 2017, no later than 5:00 p.m., 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 # 3160001425
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 Tammy Peavy at tammy.peavy@mid.ms.gov or Brad Smith at brad.smith@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 estimated total number of Smoke Alarms to be purchased is 8,300. The exact total number ordered is not known. The MS Insurance Department does not guarantee that the agency will purchase any specified total. The omission of an exact quantity does not indicate the lack of need but rather a lack of future purchasing information.
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:	<p>The award shall be made to the lowest and best bid(s). Factors to be considered in determining the best bid include:</p> <ul style="list-style-type: none"> 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:	<p>Items are to be delivered F.O.B. destination freight prepaid by the successful bidder.</p> <p>Smoke alarms are to be delivered to the MS Insurance Department, 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.</p>
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 non-replaceable lithium battery with a 10-year life. The lithium battery shall prevent removal and/or tampering. The unit shall incorporate an ionization sensor with nominal sensitivity of 0.99%/ft. (.87%/ft. for unit 0910CA). The temperature operating range shall be between 40°F and 100°F (4°C and 38°C) and the humidity operating range shall be 5% - 95% 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 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, NFPA72, (chapter 11 2002 edition) The State of California Fire Marshal, NFPA101 (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. 3160001425
Bid Opening Time: 10:00 a.m.
Bid Opening Date: Monday, March 21, 2017

Section I

Bid Form

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

<u>Item</u>	<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:

MS Insurance Department

General Conditions

1. Preparation of Bids

- 1.1 Failure to examine any samples, drawings, specifications, and instructions will be at the 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 Bid is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, unless other specified, providing the bid clearly describes the article offered and how it differs from the reference 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 Insurance Department reserves the right to determine whether a substitute off is equivalent to and meets the standard of quality indicated by the brand name referenced, and the MS Insurance Department 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 provided 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 within ten (10) days following opening of 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 Insurance Department to discontinue sending Invitations to Bid to your company for that particular class/item.

3. Submission of Bids

- 3.1 Bids must be signed and sealed with the bidder's name and address on the outside of the enclosed envelope, and the time and date of the bid opening and 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 provided by the MS Insurance Department or copies thereof will be considered. The name of person executing bid must be in longhand.

4. Acceptance of Bids

- 4.1 The MS Insurance Department reserves the right to reject any and all bids and to waive any informality in the bids. If a bidder fails to state the time within which a bid must be accepted, it is understood and agreed that the MS Insurance Department 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 for Bid. Where more than one item is specified in the Invitation for Bid, MS 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 MS Insurance Department Invitation for Bids.

- 7.2 Unless the bidder specified otherwise in the bid, the MS Insurance Department may accept any item or group of items of any kind. The MS Insurance Department 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 Insurance Department.

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 testing 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 thereof may be at a proper reduction in price.

9. Taxes

- 9.1 The MS Insurance Department 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 provided upon request. Contractors making improvement to, additions to, or repair work on real property on behalf of the MS Insurance Department are liable for any applicable sales or use tax on purchases of tangible personal property for use in connection with the contracts. Contractors are likewise liable for any applicable use tax on tangible person property provided to them by the MS Insurance Department for use in connection with their contracts.

10. Gifts, Rebate, Gratuities

- 10.1 Acceptance of gifts from contractors is prohibited. No officer or employee of the MS Insurance Department; no head of any state department, institution, or agency; no employee of any state department, institution, or agency charged with responsibility of initiating requisitions shall accept or receive, directly or indirectly, any rebate, gifts, money, thing of value, promise, or obligation for future rewards or compensation, whatsoever.
- 10.2 Bidding by state employees is prohibited. It is hereby declared unlawful for any state official or employee to bid on, sell, or offer for sale any merchandise, equipment, 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 Invitation for Bid, solicitation, or specification shall be intended to mean state agencies only. The work 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 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 agreements with bidders whereby a lower price to the State must automatically be given to the U.S. Government.

15. Waiver

- 15.1 The MS 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, as 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 Insurance Department 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 awarded may be canceled for cause by either party with 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 from 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 Insurance Department in writing a request to be placed back on the Qualified Bidder's List. Cause for the vendor to cancel shall include, but not be 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 Insurance Departments 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 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 three (3) 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 answer the addendum. When replying to a bid request on which an addendum has been issued and the specifications require acknowledgment, the bid shall indicate that provision of the addendum has 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 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 specifications. A firm or vendor found to repeatedly offer alternates in an attempt to obtain a bid award on the basis of pricing 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 specifications 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 for twelve (12) months.

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 Insurance Department.

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 Insurance Department is closed for any reason 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 Insurance Department shall be open and at the previously advertised time. Such reasons for closure include, but are 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"). 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 provision of this paragraph. Bids/proposals shall be received by the MS Insurance Department until the new date and time of the bid opening as set forth herein. The MS Insurance Department 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 Insurance Department 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 Insurance Department 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 ten (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 MAGIC system 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 the United States currency.

27. E-Verify Compliance

- 27.1 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 State 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.