Invitation for Bid:

Bid # 3160000976

Instructions and Special Conditions for Sale of Used Tires

Purpose: The purpose of this invitation for bid is to establish an agency contract for the Sale of Used Tires.

Term & 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.

Bid Opening: Bid(s) will be opened publicly, Monday, May 23, 2016, at 2:00 p.m. local 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, May 23, 2016, 2:00 p.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 # 3160000976 Sale of Used Tires
1900 East Woodrow Wilson Avenue
Jackson, MS 39216

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 Betsy Toles by phone at (601) 987-1467 or Sonya Toaster at (601) 987-1305. You may email Betsy Toles at btoles@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: The bidder must, upon request of MDPS, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of the specifications. MDPS 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 estimated total number of tires to be sold is 70-100 tires about every four to six weeks. The exact total number of tires sold is not known. The MS Department of Public Safety does not guarantee that the agency will sell any specified total.

Firm Bid Price: Prices quoted shall be firm for the first twelve (12) months of the contract. Price decreases for used tires may be considered, upon mutual agreement by both parties, during the renewal of this contract for an additional twelve (12) months being effective of tat extension year. Requests for price decreases from the vendor shall be submitted no later than October 1, of the extension year.

Requests for decrease in price per used tire shall be in the form of a letter from the successful bidder. This letter shall indicate the bid file number, the new price(s) for each item for which a change is being requested. Enclosed with the letter requesting a price decrease shall be a copy of the manufacturer's notice of market changes which would cause a change in pricing, when applicable. The manufacturer's notice shall identify the product(s) by brand name. Upon such receipt of such requests for price decrease 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 on the contract.

Increase in price per used tire can be submitted at any time during the contract term.

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: An award will be made to the best bid.

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 submitted the apparent best bid meeting specifications.

Delivery: The successful bidder will be required to retrieve all used tires within 3 to 5 business days of being notified to retrieve used tires.

BID SPECIFICATIONS

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY

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

Scope: These specifications are intended to describe the specifications for the sell of used tires.

The tires includes but not limited to: P225/70R17, P235/70R17, 265/60R-17 and 225/60R-18.

Notes: Bidder is to ensure that at time of retrieval of all used tires that bidder has adequate help to load tires. Bidder will not charge to retrieve used tires that are determined not useable.

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

Bid Opening
May 23, 2016
2:00 p.m.

VENDORS ARE REQUIRED TO USE THIS BID FORM
(Vendors must mail one original copy to MDPS and are encouraged but not required to submit one electronic copy via MAGIC.)

USED TIRES

Quantity	Unit	Description		Price
1	EA	Used Tires		$_____
			Total	$_____

BIDDER INFORMATION (Please Complete **ALL** Sections Below)

VENDOR INFORMATION (Please Complete All Sections Below)

Company Name: _____

Company Address: _____

Telephone Number: _____ **Fax Number:** _____

Email: _____

Company Representative Name (Print): _____

Company Representative Signature: _____

Date: _____

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 it's 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 <u>not</u> 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 Statewide Automated Accounting System (SAAS) 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.