MS Department of Public Safety

Invitation for Bid
Instructions and General Conditions

Specialty Bottled Gases

Purpose: The purpose of this invitation for bid is to establish an agency purchasing contract for use by all divisions of the Mississippi Department of Public Safety. The contract will be for an annual term to begin on September 28 , 2015 award and continue for twelve (12) months with the option to renew for an additional 12 months upon mutual agreement of both parties. Contract renewals must be consecutive and shall not exceed a maximum of four (4) annual terms.

Bid Opening: Bids will be opened publicly, Thursday, September 28, 2015 at 10:00 a.m., Local 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, September 28, 2015, 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 following address listed below:

MS Department of Public Safety
Procurement Department
4th Floor, Room 402
Bid # 3160000633
Specialty Bottled Gases
1900 East Woodrow Wilson Avenue
Jackson, MS 39216

Vendors must also 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 at (601) 987-1467 or Sonya Toaster by phone 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: 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: See bid form.

Delivery: All items are to be supplied and delivered F.O.B. destination, freight prepaid on orders over $100, to the following location:

Mississippi Crime Laboratory
Gulf Coast MS Laboratory
16741 Hwy 67
Biloxi, MS 39532

Firm Bid Price Period: Prices quoted shall be firm for the first twelve (12) months of the contract and may then be adjusted at the times and under the conditions set forth herein.

Price Increase Rejected: Any request for price increase, which is not in compliance with the conditions set forth herein, will be rejected. Should this rejection result in a cancellation of the Contract, a new contract will be established as per prescribed competitive bid procedures. Bids submitted by the vendor causing cancellation will not be considered. Further, that Vendor shall be removed from the Qualified Bidders List for a period of 24 months.

Price Adjustment: Price increases will not be allowed during the first twelve (12) months of the contract. Price increases may be considered for contracts which are renewed for an additional twelve month period with prices being effective the first date of contract renewal for that extension year. Requests for price increases shall be submitted no later than three (3) months prior to the contract extension year. Requests for price increases shall be in the form of a letter from the Contractor. This letter shall indicate the contract number, and 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. The manufacturer's notice shall identify the product(s) by brand name and product order number 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 state verification of price increase.

The manufacturer's pricing notice shall be certified as the index used by the manufacturer in the normal conduct of business nationwide. The contractor shall also submit a copy of the manufacturer's published price list which shall include evidence of the price increase.

Upon receipt of such request for price increase the Office of Purchasing and Travel will either approve or disapprove the request and will notify the

contractor prior to the proposed effective date. If approved, the new prices will take effect on the effective date set forth herein.

Price Decreases: The state shall be advised of, and receive the benefit of, any price decrease during the term of the contract. Notification and implementation of price decreases shall be in compliance with the procedures set forth herein. Failure by the contractor to notify the state of price decreases from the manufacturer shall be cause for cancellation of the contract and shall be cause for removal of the contractor from the bidders list for a period of 24 months.

Freight: Freight will be prepaid and added to invoice for orders under $100.00, customer requested rush/air freight or other special delivery services. For materials requiring a hazardous materials handling fee as charged by UPS, RPS and other common carriers, a nominal fee set forth by that carrier shall be allowed and added to the invoice. Items shall be delivered promptly upon receipt of a written purchase order and are to be delivered as specified on the purchase order on a normal business day between the hours of 8:00 a.m. and 5:00 p.m., except all State of Mississippi holidays. The term "F.O.B. destination" shall be defined as delivered indoors.

Award: The contract will be awarded based on the lowest overall bid for the Crime Lab. The bottom line price for each crime lab location will be calculated by adding all items in the far right column on the bid form to arrive at a total bottom line price. ***Bidders must bid all items on the bid form for each crime lab location including cylinder and/or tank rental(s) in order to arrive at a bottom line price. Failure to bid all items listed may cause entire bid to be rejected.***

The MDPS reserves the right to make that determination based upon what will be deemed as the best value to the agency.

BID FORM

Bid Opening: September 28, 2015 10:00 a.m.
Bid # 3160000633

FOR THE PURCHSE OF THE FOLLOWING:

Mississippi Crime Laboratory Specialty Bottled Gases

PLEASE COMPLETE ALL FIELDS OR ENTIRE BID MAY BE REJECTED

Mississippi Crime Laboratory
Gulf Coast MS Laboratory
16741 Hwy 67
Biloxi, MS 39532

ITEM	ESTIMATED QUANTITIES OVER ONE YEAR PERIOD	PRICE EACH UNIT
ZERO GRADE HELIUM (234 CF CYLINDERS)	12	$
ZERO GRADE NITROGEN (244 CF CYLINDERS)	1	$
ZERO GRADE HYDROGEN (214 CF CYLINDERS)	1	$
ZERO GRADE AIR (300 CF CYLINDERS)	1	$
BREATHING AIR (300 CF CYLINDERS)	1	$
NITROGEN (244 CF CYLINDERS)	1	$
SUBTOTAL OF ALL ITEMS	**17**	**$**

FIXED RENTAL FEES

MONTHLY CYLINDER RENTAL		$
ALL OTHER TANK RENTAL FEES PER MONTH		$
MONTHLY RENTAL TOTAL		**$**

OVERALL TOTAL

BOTTOM LINE TOTAL (SUBTOTAL OF ALL ITEMS + MONTHLY RENTAL TOTAL)		$

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PLEASE COMPLETE ALL FIELDS OR ENTIRE BID MAY BE REJECTED

Mississippi Crime Laboratory
Gulf Coast MS Laboratory
16741 Hwy 67
Biloxi, MS 39532

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 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 MDPS 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 MDPS 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, shipping charges collect.

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 called for, 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 MDPS 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 MDPS or copies thereof will be considered. Name of person executing bid must be in longhand.

4. ACCEPTANCE OF BIDS

4.1 The MDPS 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 MDPS 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 Contract 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 MDPS 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 MDPS Invitation for Bids.

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

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

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 therefor may be made at a proper reduction in price.

9. TAXES

9.1 The MDPS 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 MDPS 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 MDPS 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 MDPS, nor any head of any state department, institution or agency, nor any employee of any state department, institution or agency charged with

responsibility

if initiating requisitions, shall accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of materials, supplies, or equipment for the State of Mississippi may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future rewards or compensation.

10.2 Bidding by state employees 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 Special Conditions hereinafter listed, the 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 arrangements with bidders whereby a lower price to the State must automatically be given to the U.S. Government.

15. WAIVER

15.1 The MDPS 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 MDPS may, when the interests of the State so require, terminate this contract 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 contract terminated and when termination becomes effective.

Any Contract or 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 Contract; or failure to perform to Contract conditions. The Contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the Contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by the State does not relieve the Contractor of any liability arising out of a default or non-performance.

If a contract 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 MDPS 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 DURING CONTRACT

17.1 During the term of a contract if adequate documentation is provided that supports the claim that the contract item(s) are not available, then items which meet the minimum specifications may be substituted if approved by the MDPS 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 three-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum. When replying to a bid request on which an addendum has been issued, 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 contract 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 will be answered only in response to a written request. No clarification will be offered as a response to a telephone 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 the term of the contract except that the State shall receive the benefit of any price decrease in excess of five (5) percent. The contractor must provide written price reduction information within ten (10) days of its effective date.

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 MDPS.

24. SUSPENSION

24.1 By responding to the Invitation for 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 MDPS 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 MDPS 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 MDPS until the new date and time of the bid opening as set forth herein. **The MDPS 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 MDPS 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 MDPS 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 : Vendor 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 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. Vendor herein 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. Vendor 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. Vendor understands and agrees that any breach of these warranties may subject vendor 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 vendor 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, vendor 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 THE GENERAL 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 MDPS ALSO RESERVES THE RIGHT TO REJECT ANY/ALL BIDS AND TO WAIVE ANY/ALL INFORMALITIES.