State Fire Academy
1 Fire Academy USA
Jackson MS 39208-9600
Phone: 601-932-2444
Fax: 601-932-2819

INVITATION FOR BIDS
No. 15-003

The State Fire Academy will accept sealed bids until **2:00 P.M. on Monday, May 4, 2015**, and opened immediately thereafter, for Light Naphtha Fuel. The State Fire Academy reserves the right reject any and/or all bids, to waive any informalities, and to call for new bids if necessary.

Bids must be submitted on the Bid Cover Sheet (Attachment A), and Bid Form, signed and delivered in a sealed envelope addressed as follows:

State Fire Academy
Attn: Beverly Massey
#1 Fire Academy USA
Jackson, MS 39208-9600

Indicate in the lower left-hand corner of the sealed envelope:
Bid #: 15-003
Bid Opening: 2:00 P.M. Monday, May 4, 2015

STATE FIRE ACADEMY

General Terms and Conditions

1. PREPARATION OF BIDS

1.1Failure to examine any drawings, specifications, and instructions will be at bidder's risk.

1.2All 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.

1.3Price each item separately. Unit prices shall be shown. Discounts other than "time" discount offered should be deducted from the unit price. Bid prices must be net. Price quotes shall be firm for the term of the contract or for the stated time of acceptance.

1.4Brand 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 Academy 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 Academy 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 Academy, it will be returned to the vendor, shipping charges collect.

1.5Specification: It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor. It shall be incumbent upon the bidders to understand the specifications. Any requests for clarifications shall be in writing and shall be submitted to our purchasing office at least five (5) days prior to the time and date set for the bid opening. The minimum specifications are used to set a standard and in no case are used with the intention to discriminate against any manufacturer. Bidders should note the name of the manufacturer and model number of the product they propose to furnish and submit descriptive literature, if applicable.

1.6Information 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. All items must equal or exceed the specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used. A copy of the manufacturer's standard guarantee shall accompany and become a part of this bid (if applicable).

1.7Time of performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in bid.

1.8All equipment bid shall be of current production and of the latest design and construction.

1.9It is the intent of the specifications to obtain a product that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to review the entire Invitation to Bid packet and to notify the Academy if the Specifications, Instructions, General or Special Conditions are formulated in a manner which would unnecessarily restrict competition. Any protest or question concerning the specifications or bidding procedures must be received in the purchasing office not less than 72 hours prior to the time and date set for the bid opening.

1.10There 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 entity 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 this entity must automatically be given to the U.S. Government.

2. SUBMISSION OF BIDS

2.1Bids must be signed and sealed with bidder's name and address on outside of envelope, and the time and date of the bid opening and the bid file number shown in the lower-left hand corner of the envelope.

2.2Bids and modifications or corrections thereof received after the closing time specified will not be considered.
2.3Only bids submitted on bid forms furnished by the Academy will be considered, unless otherwise specified

3. ACCEPTANCE OF BIDS

3.1The State Fire Academy reserves the right to reject any and/or all bids, to waive any informality in bids unless otherwise specified by the bidders, to accept any items on the bid. If a bidder fails to state the time within which a bid must be accepted, it is understood and agreed that the State Fire Academy shall have 60 days to accept, unless stated otherwise in the Invitation for Bids.

4. ERROR IN BID

4.1No bid shall be altered or amended after the specified time for bid openings.

5. BID INFORMATION/OPENING

5.1Bid openings will be conducted open to the public. However, they will serve only to open the bids. 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 meeting to review the submitted bids. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by bidders.
5.2Bid files may be examined during normal working hours by bid participants. Nonparticipants will be prohibited from obtaining any information relative to the bid until the official award has been made. Bids will not be available for review by the vendors when in the bid evaluation process.
5.3No 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.

6. EVALUATION AND AWARD

6.1Contracts and purchases will be made or entered into with the following factors considered: price, conformity with specifications, responsibility of the bidder.
The Academy reserves the right to modify or cancel in whole or in part its Invitation for Bids. **Only the issuance of a purchase order, letter from the Academy, or a signed acceptance of your proposal, constitutes a binding contract.**
6.2Bids will be awarded on a line-by-line item basis unless otherwise specified in the Invitation for Bids.
6.3Bidders must, upon request of the Academy, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Academy reserves the right to make the final determination as to the bidder's ability.
6.4If purchase order or contracts are cancelled because of the awarded vendor's failure to perform or request for price increase, the vendor shall be removed from our bidders list for a period of twenty-four (24) months.

7. TAXES

7.1The Academy 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.

State Fire Academy-General Terms and Conditions

8. WAIVER

8.1The Academy 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.

9. ALTERNATE BIDS

9.1 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.

10. SPECIFICATION CLARIFICATION

10.1It shall be incumbent upon the bidders to understand the specifications. Any request for clarifications shall be in writing and shall be submitted to the contact listed below at least five (5) days prior to the time and date set for the bid opening.

11. DELIVERY

11.1Delivery of items awarded are to be F.O.B., Destination, **PREPAID DELIVERY** to the address, unless
unless otherwise specified.
11.2Vendor shall specify delivery time when order is placed.

12. BID REQUEST PERIODS AND QUANTITIES

12.1Bids may be requested for a one-time purchase or to establish an agency contract for a specified period. This shall be specifically addressed in Invitation for Bids.
12.2Estimated quantities are based on prior year's orders. N/A indicates estimated quantities are not available.

13. POLICY

13.1The bidder understands that the entity 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, or any other such discrimination; and the bidder, by signing this bid, agrees during the term of the agreement that the bidder will strictly adhere to this policy in its employment practices and provisions of products or services.

14. CONTACT

14.1Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to Beverly Massey, Purchasing Chief, State Fire Academy, #1 Fire Academy U.S.A., Jackson, MS 39208. Phone (601)932-2444, Fax (601)932-2819.
14.2Invoices are to be billed and mailed to:
State Fire Academy, #1 Fire Academy U.S.A., Jackson, MS 39208-9600

All bids submitted shall be in compliance with the General Terms and Conditions set forth herein. The bid procedures followed by the Academy will be in accordance with these conditions. Therefore, all vendors are urged to read and understand these conditions prior to submitting a bid.

ATTACHMENT A

BID COVER SHEET

Bids are to be submitted to Beverly Massey, Purchasing Chief, State Fire Academy, 1 Fire Academy USA, Jackson, MS 39208-9600 **on or before 2:00 PM CST, May 4, 2015.**

PLEASE MARK YOUR ENVELOPE:

(Name of the item you are bidding on)
Bid Date----Month, Date, Year, Time PM CST

NO BID SHALL BE RECEIVED AFTER TIME AND DATE SHOWN ABOVE.
ANY BID NOT SIGNED WILL BE SUBJECT TO BEING CLASSIFIES AS VOID.
FAXED BIDS ARE NOT ACCEPTABLE.

NAME OF COMPANY: _____

QUOTED BY: _____

ADDRESS: _____

CITY/STATE/ZIP:_____

PHONE NUMBER:_____

FAX NUMBER: _____

EMAIL ADDRESS: _____

NAME AND PHONE NUMBER OF COMPANY REPRESENTATIVE TO BE CONTACTED FOR SERVICES PURSUANT TO THIS IFB

_____

By signing below, the company representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;

2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;

3. That the company agrees to all provisions of the Invitation for Bids and Attachments there including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (**Attachment B**);

4. That the company will perform the services or delivery the products as required at the bid price.

Printed name of representative: _____

Date: _____

Signature: _____

Attachment A-BID FORM

NAPHTHA FUEL

AGENCY CONTRACT PERIOD:
Two Week Time Frame: Period to begin May 5, 2015 to May 19, 2015.

Specifications:

The State Fire Academy is accepting sealed bids for delivery of NAPHTHA Fuel which shall be straight run gasoline/first run gasoline/light naphtha.

Boiling point shall be 80 degrees F to 400 degrees F
Flash point shall be not greater than 0 degrees F
Fuel shall be lead-free.
Doctor test for hydrogen sulfide shall be negative.
Fuel shall be for off road use.

Total amount of fuel to be delivered shall be not less than 8,300 (one bulk load) U.S. gallons to two bulk loads, FOB destination freight prepaid to Mississippi Fire Academy's fuel storage facility and placed in storage facility per order.

The company proposes to provide NAPHTHA Fuel as described in this IFB per the following rate:

List net price per gallon for fuel: $_____

List Federal Tax: $_____

List Environmental Protection Tax: $_____

List inspections fees: $_____

List Delivery fees: $_____

List Total Amount per Gallon: $_____

Attachment B
Required Clauses in RFPs and IFBs

APPLICABLE LAW

The 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 shall comply with applicable federal, state, and local laws and regulations.

AVAILIBILITY OF FUNDS

It is expressly understood and agreed that the obligation of the State Fire Academy to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the State Fire Academy, the State Fire Academy shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the State Fire Academy of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.mspb.ms.gov.

COMPLIANCE WITH LAWS

Contractor understands that the State Fire Academy 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 agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor 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.

STOP WORK ORDER

(1) **Order to Stop Work**: The procurement officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) **Cancellation or Expiration of the Order**: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and,

(b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) **Termination of Stopped Work**: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract. PSCRB

REPRESENTATION REGARDING CONTINGENT FEES
Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES
The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations.*

ACKNOWLEDGMENT OF AMENDMENTS
Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the State Fire Academy by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES
The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not *(use applicable word or words)* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

E-PAYMENT
Contractor agrees to accept all payments in United States currency via the State of Mississippi's

electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

E-VERIFICATION

If applicable, Contractor 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 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 agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:
(1) termination of this contract for services 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;

(2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(3) both. In the event of such cancellations/termination, Contractor 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.

TRANSPARENCY

This 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 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 identified by Contractor as trade secrets, or other proprietary 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.

PAYMODE

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation 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.

FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the force majeure events"). When such a cause arises, the contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.