Request for Quote – Formal

Bid# 3140004750

Firearms and Toolmarks Comparison Microscope

Purpose: The purpose of this Invitation is to purchase two (2) Comparison Microscope Optical system

Submission of Quotes: Bid(s) will be quoted until Tuesday**, December 1, 2026, at 10:00 A.M.**, Central Standard Time, in the Procurement Department, 3rd Floor, suite 3600, 209 Allen Stuart Drive, Pearl, MS 39208, or by electronic bid submission. Submission will be evaluated. Vendors who meet all requirements outlined in this invitation will be eligible to participate in the Reverse Auction process.

Instructions to Bidders: All vendors must be registered with the State of Mississippi. If not registered, please go to https://www.dfa.ms.gov/vendors to register your company and receive a supplier number. Once on the website, click on "Vendor Registration Self-Service". Then click on "State of Mississippi Supplier Self Registration". If you need instructions on how to register, click on the training/documentation tab at https://www.dfa.ms.gov/vendors .

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

Quotes must be submitted and received on or before Tuesday, December 1, 2026, 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 quote must be submitted in an envelope or package clearly marked with the information listed below to the address listed below:

Bid # 3140004750

Firearms and Toolmarks Comparison Microscope

MS Department of Public Safety
Procurement Department
3rd Floor, Suite 3600
209 Allen Stuart Drive
Pearl, MS 39208

Quotes not received in compliance with this requirement will be rejected. Facsimile or e-mail bids will not be accepted.

Vendors are also 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. 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 the requirements for submitting the bid have been fulfilled.

Online learning instructions on how to submit your quote electronically, can be obtained by logging onto the Mississippi Management and Reporting System website at https://www.dfa.ms.gov/supplier-training , next, click on "Supplier Self Service Course" and last, click on "Launch Course."

If you are having problems submitting your quote electronically, please contact the MAGIC Support Center at 601-359-1343 or email at mash@dfa.state.ms.us.

If you have any questions regarding this invitation, please contact Britney Wesley by phone at (601) 987-1407. You may email Britney Wesley at bjwesley@dps.ms.gov. The MS Department of Public Safety (MDPS) reserves the right to reject any and/or all bids and to waive all informalities.

If using a commercial delivery company, which requires that you use their

shipping package, your quote should be sealed separately and labeled as stated above within the commercial packaging to prevent premature opening. Parties submitting a quote assume all risks of delivery. Facsimile or e-mail quotes will not be accepted.

Bidder Responsibility: Bidders must, upon request of the MS Department of Public Safety, (MDPS), 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 Form must be completed.

Quantity: Purchase of two (2) Firearms and Toolmarks Comparison Microscope

Delivery of Microscopes: Successful bidder shall delivery one (1) microscope to the Mississippi Forensic laboratory, 215 Allen Stuart Drive Pearl, MS 39208, and one (1) microscope to Gulf Coast Regional Laboratory 16743 MS Hwy 67 Biloxi, MS 39532 during normal business days, between the hours 8:00 a.m. to 4:30 p.m. central time, except all observed state holidays. If the delivery date falls on a holiday or weekend, delivery will be made on the following business day.

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.

Prequalification of Suppliers ***Vendor should include specifications, literature, samples, etc. with their quotes. Upon completion of the quote evaluation process, the MS Department of Public Safety will email the vendor or vendors who have submitted quotes and meet all requirements outlined in the RFQF to participate in the Reverse Auction process.***

Award Criteria: The award will be made via the reverse auction process 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

Notes: It is the intent of MS Department of Public Safety 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 packet and to notify the Procurement Department of the MS Department of Public Safety if the 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.

Request for Reconsideration of the Terms of the Solicitation:

Any potential bidder has an opportunity to request that the procuring Agency reconsider the terms of the solicitation. Any such request shall be filed with the Agency official primarily responsible for the procurement and the Director of OPTFM within three business days following the date of public notice as defined in Section 6.101.01. It shall be the sole responsibility of the requesting vendor to ensure the request is timely received by all required parties. Failure to timely request reconsideration in compliance with this Section results in waiver of any claim regarding the terms of the solicitation.

The request shall contain the requesting vendor's name, a single contact person, all contact information for the contact person, the RFx number of the solicitation, and the date the Procurement was issued. The request shall identify which of these rules and regulations the requesting vendor believes to have been violated by the solicitation, as written. The request may not be based on anything other than the solicitation document and these rules and regulations. Exhibits shall not be included with the request. Rather, the requesting vendor shall clearly identify the section(s) of the solicitation document at issue in its request. The request shall not be supplemented. These rules and regulations provide the opportunity to request reconsideration of the terms of a procurement which may result in a contract requiring PPRB approval. No such opportunity exists for procurement which will not result in a contract requiring PPRB approval unless explicitly so stated by the procuring Agency.

Reverse Auction: All qualified bidders are required to participate in the reverse auction process. Bidders must ensure technical requirements are met.

Acceptable Internet Browser(s)

- Microsoft Internet Explorer (IE) version 11
- Firefox versions 51 or lower
- Google Chrome versions 49 and above (will need to download and install a Chrome Extension called "IE Tab Extension")

Unsupported Internet Browser(s)

- Microsoft Internet Explorer (IE) version 10 or below
- Microsoft Edge
- Google Chrome
- Safari
- Firefox version 52 and above

Note: Pop-up blocker must be turned off

Participation in Person by Supplier: If a supplier needs assistance to participate in the Auction in person, they must indicate in their response to the initial RFQF so that the Procurement department can have adequate personnel at the event to perform surrogate bidding. Suppliers participating in person must submit each bid during the Auction in writing, signed by someone authorized to bind the Supplier to the bid.

Invitation for Bid Issue Date:	November 10,2026
First Publication Second Publication	November 10,2026 November 17, 2026
Bidder submission deadline	December 1, 2026
Opening Date and Time	December 1, 2026, at 10:00 A.M.
Qualify Bids	December 8, 2026
Email Qualified Bidders	December 15, 2026
Reverse Auction	December 22, 2026, between 10:00 A.M and 10:20 AM
Bids Evaluations	December 29, 2026
Anticipated Intent to Award	January 5, 2027
Submission date to obtain approval in MAGIC (If cost goes over $500,000 then approval is required by Public Procurement Review Board – PPRB. The PPRB meeting is estimated to be held on March 3 ,2027)	January 12,2027

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY

INVITATION TO BID

Firearms and Toolmarks Comparison Microscope ***Bid File No: 26-20 (3140004750)***

Commodity or Equipment ***Bid Opening Time: 10:00 a.m.***

Tuesday, December 1, 2026
Bid Opening Date

Description	Quantity	Price Each	Total
Firearms and Toolmarks Comparison Microscope (Microscope plus all components listed in specification)	2		
Shipping/ Installation Fee	2		
Warranty	2		

Overall Total $_____

Bidder Information (Please complete ALL Sections Below)

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

Specifications
Firearms and Tool Marks Comparison Microscope

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

l. Comparison microscope is an optical system that includes the comparison bridge designed with high-quality optics that provide a superior color balanced system, macro zoom optical bodies with 16:1 zoom ratio, and Ix plan apochromat objectives.
The microscope should include the following:

- Zoom magnification range of 6x-102x
- 14 Matched magnifications click stop positions
- 11 matched magnification positions between 6x and 56x
- ISO 17025:2017 Accredited/NIST Traceable certificate of magnification matching.
- 22mm Field Number (FN)
- IX Plan Apochromat objective
- Working distance (WD) 60mm
- Numerical Aperture (NA) 0.15, super depth of focus
- Upright unreversed image
- Built-in aperture diaphragms
- Images can be viewed as 100% right, 100% left, split, or superimposed image dividing-line controller is easily adjusted with one hand, allowing the examiner to sweep the dividing-line from right to left. Dividing line can be eliminated or adjusted to any desired line width. The same centrally located control allows any percentage of the right and left images to be superimposed as well. - Zoom control on both sides of the bodies
- Outside-zoom knob indicates total magnification
- System is parfocal with the .5X, 1.6X and 2X objectives carrying the "PF" designation.

2. Tilting Binocular Observation Tube, continuously variable eyepiece inclination from 5^0 to 35^0; FN 22 capable; Siedentopf-type dust-free design. Accepts 30mm diameter WH series eyepieces. High transmission coated prisms; antifungal treatment. Graduated interpupillary distance adjustment 50mm-76mm; right eyepiece tube with +/- 5 diopter control.

3. U-TRU Side port adapter for camera attachment. Two position light path selector: 100% observation/0% camera, or 20% observation/80% camera. Includes FN 22 tube lens and dovetail port to accept U-SPT phototube (cat# 3-U801) or U-TV series CCD camera adapters. Mountable with port to the right, rear or left of the user with binocular observation tube. Mountable to the rear with trinocular observation tube.

4. Widefield I OX eyepiece for BX/IX with reticle shelf. FN 22, high eyepoint.

5. Widefield focusing eyepiece for UIS optics, high eyepoint, field number 22, 30mm diameter; with shelf for 24mm diameter reticle ± 5 Diopter adjustment vernier printed on eyepiece.

6. Ergonomic-shaped table top with object roll-off protection edge. Table is constructed from billet aluminum and is laminate covered.
   The station should include the following:
   - Table dimensions: 35.5" x 25.5”
   - Motorized Z-axis column with 6 inches of vertical travel
   - Object roll-off protection edge
   - Improved ergonomic design with height-adjustable tabletop from 22” to 44”.
   - Touchpad controller for: table height adjustment, column height adjustment, and lighting control.
   - Includes one accessory mounting post with three mounting positions.
   - Universal power supply (100 — 250 VAC, 50 — 60 Hz) with an 8-outlet integrated power strip

7. Anti-vibration feet, set of (4) for the Firearms and Tool Marks Comparison Microscope station.

8. Focus-mount positioner; 4" X-axis range to change the side-to-side position of the universal bullet holder.

9. Stage mount with fine and coarse focus control.

10. Horizontal coaxial control X-Y stage, 180mm x 135mm platform with 50mm Xaxis and 77mm Y-axis movement. Uniform ball-bearing motion.

11. Nylon dust cover.

12. ISO/IEC 17025:2017 accredited calibration, providing certificates of calibration for magnification matching and all measurement functions.

13. Universal Manipulating Bullet/Shell Holder; with 90 degree vertical to horizontal positioning range. 360- degree rotating chuck with as small as .030" wire to as large as a 10-gauge shotgun shell. This holder allows a shell to be gripped by its inside, or outside, diameter. It can also grip a shell by the extraction groove. This unique holder replaces many special holders, eliminating the additional time required for change over. Includes a mini-platter for sticky wax mounting.

14. Set of pin mount pairs, .094", .125", .190", .250".

15. Pin mount holder tray.

16. Large ball pivot positioner with an adjustable (tilting) surface for toolmark examination.

17. Reflected light holder for document and toolmark examination. Includes tall adjustable stage clips.

18. Fluorescent light kit for the Firearms and Tool Marks Comparison Microscope station w/articulating arms. Fluorescent light pairs: 13 W, 5000K, 900 lumens, energy efficient, "Double U-Tube" quad bar design lamp. Incorporated into a holder with rotating hood, has a lamp life of 10,000 hours.

19. CF13DD/E 850 COMMERCIAL BRAND Quad bulb.

20. Fanless 5700K Led cube illuminator light source/LED light source for use with a fiber optic light guide.

21. LMS-LEDFO Post Mount for the Firearms and Tool Marks Comparison Microscope station.

22. Dual 18" gooseneck light guide with 30" flexible fiber bundle. Mounts directly onto microscope body so that illuminator unit can be located at some distance from the microscope stand.

23. Focusing spot lens.

24. Diffused spot lens.

25. Side by side discussion tube kit; includes tilting binocular head, a pair of 10x eyepieces and support bracket.

26. 0.137x Ultra-Widefield objective lens for use with Leeds Firearms and Toolmarks Comparison Microscopes. Objective can be used with quick-change kits for easy objective exchange with a slide-in dovetail. Objectives provide flat-field correction.

27. LCF3 Quick Change Kit: Qty 7

GENERAL CONDITIONS – REVERSE AUCTIONS

ALL BIDS SUBMITTED SHALL BE IN COMPLIANCE WITH ALL CONDITIONS SET FORTH HEREIN. THE BID PROCEDURES FOLLOWED BY THIS OFFICE WILL BE IN ACCORDANCE WITH THESE CONDITIONS. THEREFORE, ALL BIDDERS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A BID.

1. DEFINITIONS

   The use of the word "agency" in any Bid Invitation solicitation or specification shall be intended to mean state agencies only.

2. PREPARATION OF BIDS

   2.1 Bids and/or Quotes may be submitted through the State of Mississippi's e-procurement system (MAGIC) or in person to the Mississippi Department of Public Safety "MDPS". Paper bids are allowed. 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 the person signing bid.

   2.2 To submit bids electronically, bidders must ensure they are registered in the MAGIC system and have received a login, password, and supplier number and that all technical requirements have been met.

   2.3 If a bidder is unwilling or unable to participate through MAGIC, an MDPS representative can enter the Vendor's bid(s) manually (i.e. Surrogate bidding).

   2.4 Bidders participating in person by surrogate bidding must indicate in their response to the initial Request for Quote-Formal (RFQF).

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

   2.6 Price each item separately. Unit prices shall be shown. Bid prices must be net.

   2.7 It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the bidder.

   2.8 Bidders must furnish all information requested in the bid specifications. Further, when required, each bidder must submit for bid evaluation cuts, sketches, descriptive literature and technical specifications covering the product offered. Reference to literature submitted with a previous bid or on file with MDPS will not satisfy this provision.

   2.9 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.

2.10 Time of performance. The number of calendar days in which delivery will be made after receipt of order shall be indicated in the bid specifications.

3. BID SUBMISSION

3.1 When submitting a bid electronically, the authorized signature may be typed or be an electronic signature.

3.2 Bids and modifications or corrections received after the closing time specified will not be considered.

3.3 When submitting the response to the RFQF in MAGIC, bidder must ensure all questions have been answered within the RFQF and all proposed items in bid have a response.

3.4 Bidders submitting paper responses should submit responses to the MDPS by the response deadline.

4. ACCEPTANCE OF BIDS

MDPS reserves the right to reject any and all bids, to waive any informality in bids and unless otherwise specified by the bidders, to accept any items on the bid. The State reserves the right to modify or cancel in whole or in part its Invitation for Bids.

If a bidder fails to state the time within which a submitted will expire, it is understood and agreed that the MDPS shall have 60 days to accept.

5. ERROR IN BID

If a vendor is participating in a Live Auction, the vendor can notify MDPS in the event of an erroneous bid via the chat message feature. Erroneous bids, where the mistake is apparent to MDPS, may be deleted during the live auction.

6. SPECIAL DISCOUNT PERIOD

Time in connection with a special 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 Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the bid specifications. Where more than one item is specified in the specifications, the State 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 State's Invitation for Bids.

7.2 Unless the bidder specified otherwise in the bid, the State may accept any item or group of items of any kind.

7.3 A written purchase order or contract award 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 consist solely of these General Conditions, the Instructions and Special Conditions, the successful bidder's bid, and the written purchase order or contract award. The contract shall not be assignable in whole or in part without the written consent of the State.

8. INSPECTION

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 manufacturing, 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 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

The State 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 State 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 State for use in connection with their contracts.

10. GIFTS, REBATE, GRATUITIES

10.1 Acceptance of gifts from bidders is 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 of 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 is prohibited. It is 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 during the tenure of his or her 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

Bid information and documents may be examined pursuant to the Mississippi Public Records Act of 1983, MS Code 25-61-1 et seq.

12. PRECEDENCE

Bids 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.

13. COMPETITION

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.

14. WAIVER

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.

15. CANCELLATION

Any contract or item award may be canceled with or without cause by the State with the giving of 30 days written notice of intent to cancel. Cause for the State to cancel may 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 nonperformance. If a contract is canceled by the State due to a Contractor's request for increase in prices or failure to perform, that Contractor will be disqualified from bidding for a period of 24 months. The Contractor may cancel a contract for cause with the giving of 30 days written notice of intent

to cancel. Cause for the Contractor to cancel may include, but is not limited, to the item(s) being discontinued and/or unavailable from the manufacturer.

16. SUBSTITUTIONS DURING CONTRACT

During the term of a contract, if adequate documentation is provided that supports the claim that the contract item(s) are not available, items which meet the minimum specifications may be substituted if approved by MDPS and the substitutions are deemed to be in the best interest of the State.

17. APPLICATION

It is understood and agreed by the bidder that any contract entered into as a result of this Invitation for Bids is established for use by state agencies and all purchases made by these agencies for products included under the provisions of the contract shall be purchased from the bidder receiving the award unless exempt by special authorization from the MDPS.

Under the provisions of Section 31-7-7 Mississippi Code of 1972, Annotated, the prices offered herein shall be extended to the governing authorities. However, the governing authorities, by provisions of Section 31-7-12 Mississippi Code, may purchase products covered by state contracts from any source offering an identical product at a price that does not exceed the state contract price.

Employees of the MDPS have acted exclusively as agents of the State for the award, consummation, and administration of the contract and are not liable for any performance or nonperformance by the state agencies that utilize the contract.

18. ADDENDA

Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two (2) 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 comply with 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. NONRESPONSIVE BIDS

Nonresponsive bids will <u>not</u> be considered. A non-responsive bid is considered to be a bid that does not comply with the minimum provisions of the specification. Any bidder found to repeatedly offer alternate products that are not compliant with specifications in an attempt to obtain a contract on the basis of pricing only will be disqualified from bidding for a period of 24 months.

20. SPECIFICATION CLARIFICATION

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 live auction or bid opening. Such clarification will be answered only in response to a written request submitted in the specified amount of time set by the MDPS. The MDPS reserves the right to specify a time frame in which clarification requests shall be made.

21. PRE-QUALIFICATION PROCESS

21.1 The purpose of the RFQF is to advertise the competitive procurement for solicitation of formal quotes from potential bidders to participate in the Reverse Auction. The MDPS will be responsible for defining product categories, adding bidders, and publishing all bid related documents to the procurement portal. Once the responses have been received and the Opening Date has been reached, the MDPS will review the submissions to qualify bidders and determine a starting price for reverse auction items.

21.2 The Invitation for Bids/RFQF shall be advertised in accordance with Section 3.106.05.4 of the Mississippi Procurement Manual. The MDPS shall advertise for 14 consecutive days in accordance with Section 31-7-13(c) (i) (1) of the Miss. Code Ann. Responses to the RFQF will be due on the 8th working day after the last day of advertisement.

21.3 Responses to the RFQF will be reviewed by the MDPS for responsiveness to specifications. Price quotes received will be evaluated in conjunction with other market research to determine the starting price for the Auction.

21.4 The MDPS will accept bidder responses in MAGIC who have qualified meeting RFx specifications. Bidders not meeting specifications will not be allowed to participate in the Auction.

21.5 Once qualified, the MDPS will notify the vendor of Qualification and the date of the Live Auction via email. After receiving the confirmation email, bidders should review/ensure technical requirements for MAGIC have been met or confirm participation in person.

21.6 It is requested that bids be submitted on the basis of statewide distribution. Contractors must maintain adequate distribution capabilities and adequate stock of all items to insure prompt delivery.

22. FIRM BID PRICE

Prices accepted from bidder submissions 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. CONTRACT EXTENSION

No extensions necessary.

24. SUSPENSION AND DEBARMENT

By submitting a 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 federal assistance programs.

25. ASSIGNMENT

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.

26. INDEMINIFICATION

Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

27. LIVE AUCTION

27.1 Notification of Auction Start date and time will be sent via email to qualifying bidders. If a bidder is unwilling or unable to participate through MAGIC, a representative from the MDPS can enter the Vendor's bid(s) manually (i.e. Surrogate Bidding). If a bidder elects to participate via Surrogate Bidding, the bidder must be physically present at the public bidding location, with the means to submit written bids for each offer made and signed by an authorized agent of the Vendor. A Bid Form will be provided to the Vendor at the start of the auction. This form will not be returned to the bidder but will become a part of the Bid Documentation for Evaluation by the MDPS.

27.2 The Auction time may be extended at the discretion of the MDPS. Examples of reasons to extend an auction include, but are not limited to, technical difficulties experienced by the MDPS or bidder, the need to pause the Auction, or bids placed within the last few moments of bidding.

27.3 Communication with bidders participating electronically during the Auction may be done via the Live Chat Feature. The MDPS has the ability to send messages to particular bidders or broadcast to all bidders. Bidders can ONLY communicate with the MDPS, not other bidders.

27.4 Bidders may be removed from a Live Auction for improper conduct, including but not limited to profanity, threats, consistently entering erroneous or extremely low bids, or other disruptive behavior.

28. FORCE MAJEURE

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 at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency 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 bidders, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency 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 for which the delivery was attempted and failed due to the closure of the MDPS as a result of a Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by the MDPS prior to the new date and time of the live auction or bid opening.