STATE OF MISSISSIPPI

PROPOSAL FORMAT AND GUIDELINES

Maintenance, Repair and Operations (MRO)

RFx: 3130001010

DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING AND TRAVEL
701 WOOLFOLK BUILDING, SUITE A
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JACKSON, MISSISSIPPI 39201

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Vendors interested in entering into a nonexclusive, negotiated MRO contract with the State of Mississippi, Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management should submit a proposal electronically through the State of Mississippi's e-procurement system which must include all information requested in this Proposal Format and Guidelines. No costs or expenses associated with providing this information in the required format shall be charged to the State of Mississippi. All required documents must be attached as separate documents. It is the responsibility of the Vendor to verify that all of the requirements for submitting the proposal have been fulfilled and that manufacturers are in agreement with the attached General Conditions for Negotiated Contracts document dated December 2017.

I. Registration - State of Mississippi's E-Procurement System

Please note: It shall be the responsibility of each manufacturer to ensure that your profile is current in our e-procurement system. The website to register as a vendor with the State of Mississippi is: http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/.

State contract vendors that do not have a MAGIC User Id and password, an email should be sent to mash@dfa.ms.gov. Enter "Vendor ID Request" as the email Subject, and include the following information in your email:

- MAGIC Vendor Number
- Vendor Name
- Contact Name
- Contact Email Address
- Contact Phone Number

Current information such as e-mail addresses, contact person(s), phone number(s), etc., must be updated whenever there are any changes to your profile. Also it shall be the responsibility of the manufacturer to ensure that all dealers listed on your dealers' list are registered with their current information. If a dealer is not registered, they will not be listed in the State's online ordering and will not receive any orders from State Agencies.

For online learning instructions on submitting your Proposal electronically, select "Supplier Training" from the link listed above. Select the LOG820 Supplier Self-Service Course link and then click "Launch Course" or follow this link for instructions http://www.dfa.ms.gov/media/1690/index.pdf.

II. Proposal Letter

Submit a signed letter with the proposal from an authorized representative of the Vendor indicating the Vendor's interest in entering into a state contract for the items being proposed. This letter should include Vendor's name, location address, mailing address, telephone number, fax number, email address, website address, (if applicable), and name of authorized representative submitting proposal. By signing this letter, the Vendor is certifying that it is authorized to do business in the State of Mississippi, that neither the Vendor nor any potential subcontractors are debarred or suspended from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

III. Price Lists and Product Information

Vendors are required to complete the attached Discount Spreadsheet. Items that are listed on the Discount Spreadsheet are the *ONLY* items that can be sold on a MRO contract. The percent discount offered to the State must be a minimum of 10% off the list price for each category that applies. Vendors are required to provide an electronic version of the proposed price list or current catalog(s) to be used for the entire 12-month contract period.

Please Note: ***We are considering Punch-Out Catalogs for future contracts.***

The link below is provided for Vendors to look up NIGP codes and products to see if they are covered under the NIGP codes listed.

https://logi.epro.cgipdc.com/External/rdPage.aspx?rdReport=Public.Reports.Report9004_Data

If a Vendor is listed on a GSA contract, a copy of the current price list must be submitted as an attachment. Discounts shall be competitive when compared to prices and discounts received by the GSA, other state governments, and large volume commercial customers.

Exclusions - All items currently on any State of Mississippi Contracts are specifically excluded from any contract resulting from this Proposal Format and Guidelines. The list of items that are specifically excluded shall include, but not be limited to the following: Automotive Parts and Equipment, Automotive Batteries, Janitorial Chemicals, Toner Cartridges, Office Supplies, Paper Towels and Toilet Tissue.

Entities making cumulative purchases over $50,000 should consider obtaining two competitive quotes from MRO state contract vendors. When requested, those Vendors should be prepared to submit a quote.

IV. Length of Contract and Discount Guarantee

The term of the contract will be for 12 months. Discounts shall be firm for a 12-month period. Decreases in discounts are not allowed during the term of the contract except when GSA authorizes a change in the discount under the GSA price schedule. In cases where GSA has authorized such a change, the Vendor will be required to provide the Office of Purchasing and Travel with a copy of the GSA approval.

V. Transportation Terms

All freight and shipping costs are the responsibility of the Vendor and are not reimbursable. All items must be transported F.O.B. Destination.

VI. Payment Terms and Invoices

MS Code Section 31-7-305(3) allows a state entity to pay invoices within 45 days without penalty.

The State requires the Vendor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Vendor's choice. Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

VII. Distribution

The Office of Purchasing, Travel and Fleet Management prefers to have these contracts established with the Manufacturer. All authorized distributors shall be listed on the provided Excel distributor's list. It is the Manufacturer's responsibility to keep this list updated during the contract period. Dealers/Distributors must be registered in the State's e-procurement system.

We will **not** enter into more than one contract for any single brand. An authorized dealer/sales representative may enter into a contract on behalf of the manufacturer by submitting a letter from the Manufacturer authorizing them to do so. This letter must be on the Manufacturer's official stationary, signed by the Manufacturer's appropriate personnel or his/her designee stating that the authorized dealer/sales representative has permission to enter into a contract with the State of Mississippi on behalf of the Manufacturer. The letter should include the name of the authorized representative, location address, mailing address, telephone number, toll free number (if applicable), fax number and e-mail address.

Minority Vendor Status - **Vendors should indicate if they or any of the distributors they list are considered Minority Vendors by placing "MV", for Minority Vendor, in the appropriate column on the spreadsheet.** Minority Vendor means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged, and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637(a). **MINORITY** as used in this provision means a person who is a citizen or lawful permanent resident of the United States and who is: Black Americans - racial groups of Africa; Hispanic Americans - of Mexican, Puerto Rican, Cuban, Central/South America, Spanish or Portuguese culture or origin; Native Americans - origin in any of the original peoples of North America; Asian Pacific Americans - origins of the Far East, Southeast Asia, the Indian subcontinent; or a Woman.

VIII. Purchase Summary

If Manufacturer currently has a contract with the State of Mississippi, a purchase summary is required. The summary should only include sales to State agencies and governing authorities. Please do not include sales to nongovernmental entities. Complete the attached excel spreadsheet for the current contract period *starting September 1, 2018.* This purchase summary must be attached with the proposal.

Please Note: Because of the expense associated with the maintenance of this type of contract, it has been determined that a lack of sales activity under $25,000 for two consecutive years will be cause for rejection of a new contract for a period of two years.

IX. Award of Contract

New contracts will be awarded to all Vendors that submit proposals that are in compliance with this format and are proposing competitive discounts/prices. Any requested information not submitted may be cause for the contract proposal to be denied.

If you currently have a State Contract and your information is not received by the required submission date, the contract will expire and you will be denied a new contract for a period of one year.

X. E-Verify Compliance

If applicable, Contractor/Seller 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 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/Seller 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, Vendor agrees to provide a copy of each such verification. Contractor/Seller 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/Seller to the following: (1)

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; (2) 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 (3) 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 to do business in the State.

XI. Addendum Period: *Additions/Deletions*

Vendors wishing to make additions/deletions to their contract during the contract period should be aware of the following policies of this office:

A. Additions/deletions will be allowed only once during a contract period. Discount decreases/price increases are not allowed during the addendum period.

B. Additions/deletions must be submitted during the addendum period which is January 1 through January 15 for prices to be effective March 1.

C. When requesting additions/deletions, the Vendor shall attach a letter electronically (email to the person listed on this proposal) requesting the additions/deletions. A list of all items being proposed for addition/deletion should be included. The Vendor shall submit all required documents as listed in this Proposal Format for any new items. Product literature shall also be submitted with the request.

D. When a distributor is being added to the original distributor's list, the new distributor's list shall be submitted electronically (email) using the attached Excel spreadsheet format with read and write capabilities. The new distributor's list shall have a complete name, address, contact person, phone number, fax number and email address. The distributor must be registered in the State of Mississippi's e-procurement system prior to submitting a request to add the distributor.

XII. Proposal Deadline

The Maintenance, Repair and Operations (MRO) contracts are effective **September 1 through August 31**; therefore, proposals for the contracts must be received **by June 17. Any proposal received after June 17 will not be considered.**

Adherence to RFx Guidelines

Prior to proposal submission, it is the responsibility of the Vendor to verify all documents conform to the formatting guidelines as outlined in the RFx documents. Failure to adhere to the RFx proposal instructions may be cause for rejection of the Vendor's proposal. The responsible contract analyst may, at their discretion, allow the Vendor to correct errors in their proposal after the submission deadline. Vendor agrees to submit any requested corrections as directed by the analyst and understands that failure to do so may result in rejection of their proposal.

If you have any questions concerning this Proposal Format and Guidelines, please contact the contract analyst listed below.

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