

# MISSISSIPPI DEPARTMENT OF REVENUE



## Request for Quote Formal (RFQF) Reverse Auction 3140001564

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### Reach Truck Fork Lifts & Stock Pickers

Procurement Department

09/28/2018

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**MISSISSIPPI DEPARTMENT OF REVENUE**  
**Invitation for Bid**  
**Stand-Up Forklifts and Stock Pickers**

**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. The words “governing authority” when used shall be intended as meaning city, county or other local entities.

**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 Revenue (“DOR” or “the Department”). 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 DOR representative can enter the Vendor’s bid(s) manually (i.e. Surrogate bidding).
- 2.4 Bidders participating in person by surrogate bidding must so 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 DOR 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 DOR by the response deadline.

### **4. ACCEPTANCE OF BIDS**

DOR 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 DOR shall have 60 days to accept.

### **5. ERROR IN BID**

If a vendor is participating in a Live Auction, the vendor can notify DOR in the event of an erroneous bid via the chat message feature. Erroneous bids, where the mistake is apparent to DOR, 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 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 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 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 DOR, 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**

DOR 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 DOR 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 DOR.

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 DOR 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 not 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 alternated 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 DOR. DOR reserves the right to specify a time frame in which clarification request shall be made.

## **21. PRE-QUALIFICATION PROCESS**

- 22.1 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. DOR 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, DOR will review the submissions to qualify bidders and determine a starting price for reverse auction items.
- 22.2 The Invitation for Bids/RFQF shall be advertised in accordance with Section 3.106.05.4 of the Mississippi Procurement Manual. The OPTFM 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.
- 22.3 Responses to the RFQF will be reviewed by the DOR for responsiveness to specifications. Price quotes received will be evaluated in conjunction with other market research to determine the starting price for the Auction.
- 22.4 DOR 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.
- 22.5 Once qualified, DOR 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.
- 22.6 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.



## **23. 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.

## **24. CONTRACT EXTENSION**

- 24.1 Automatic contract renewals or extensions are not allowed. Contracts must be extended or renewed with the proper documents signed or approved by DOR.
- 24.2 DOR reserves the right to extend the term of a contract, when necessary, to continue a source of supply whenever new or replacement contracts are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Contractor and shall not exceed three (3) months.

## **25. 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.

## **26. 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 DOR.

## **27. INDEMNIFICATION**

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.

## **28. LIVE AUCTION**

- 28.1 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 DOR 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 DOR.

- 28.2 The Auction time may be extended at the discretion of the DOR. Examples of reasons to extend an auction include, but are not limited to, technical difficulties experienced by DOR or bidder, the need to pause the Auction, or bids placed within the last few moments of bidding.
- 28.3 Communication with bidders participating electronically during the Auction may be done via the Live Chat Feature. DOR has the ability to send messages to particular bidders or broadcast to all bidders. Bidders can ONLY communicate with DOR, not other bidders.
- 28.4 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.

## **29. FORCE MAJEURE**

If DOR 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. DOR shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of DOR as a result of a Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by DOR prior to the new date and time of the live auction or bid opening.

## **Section II**

### **Instructions and Special Conditions**

#### **1.0 Purpose:**

The Department of Revenue (referred to as “DOR” or “Department”) is seeking to obtain forklifts and stock pickers that are best suited to the intended use at our Liquor Distribution Center. The rental of this equipment will enhance the productivity of delivery of product to the trucks for delivery.

It is the responsibility of the prospective bidder to review all information contained within this Invitation and accompanying attachments. Notifications must be sent to the Department of Revenue if a vendor believes the information contained in this Invitation is devised in such a manner that would restrict competition. The Purchasing Division may be reached at telephone number (601) 923-7680 or facsimile number (601) 923-7681.

#### **2.0 Procurement Time Line**

It is our intent to follow the schedule below in the execution of this invitation for bid; however, DOR reserves the right to amend and/or change the below schedule of events, as it deems necessary.

<b>A. Invitation for Bid Issue Date:</b>	October 8, 2018
<b>B. First Publication :</b>	October 8, 2018
<b>C. Second Publication:</b>	October 15, 2018
<b>D. Deadline for Submission of Questions:</b>	October 22, 2018, 12:00 noon (CST)
<b>E. Bid Packet Submission Deadline:</b>	October 29 , 2018, 12:00 noon (CST)
<b>F. Evaluation:</b>	October 30, 2018
<b>G. Qualify Proposals:</b>	October 30, 2018
<b>H. Email Qualified Bidders:</b>	November 1, 2018
<b>I. Protest Deadline:</b>	November 8, 2018, 12 noon (CST)
<b>J. Reverse Auction Start Date:</b>	November 27, 2018, 2:00 pm (CST)
<b>K. Bid Evaluations:</b>	November 28, 2018
<b>L. Projected Award:</b>	November 30, 2018



<b>M. Submission to PPRB:</b>	December 5, 2018
<b>N. PPRB Meeting:</b>	January 2, 2019
<b>O. Projected Start:</b>	January 7, 2019

### **3.0 General Terms of Contract**

The term of the contract shall be from January 7, 2019, through December 31, 2020. This contract is for a two (2) year period.

### **4.0 References**

As part of its bid, each prospective provider must furnish contact information for at least four current references for purchases with their largest clients of similar size and scope of services as specified in this IFB. "Largest client" is determined by the revenue paid by the client to the provider over the past two year period. Failure to list a qualifying client may result in rejection of prospective provider's bid. DOR will contact these clients as references to evaluate the quality of the Purchased equipment. Reference information must be provided, as part of the bid package submitted for consideration. References must report the vendor to be of good reputation in providing applicable products. Although DOR requires the provision of a minimum of four references, bidder may submit as many references as desired. References will be contacted in order listed until three references have been interviewed. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least three references are available for interview. The DOR staff must be able to contact three references for a bidder to be found responsible.

### **5.0 Business Longevity**

Each provider must have been in business a minimum of four (4) years prior to submission of its bid. Please indicate the length of time you have been in business providing equipment as specified in this IFB. Business longevity information must be provided, as part of the bid package submitted for consideration.

### **6.0 Approach**

It is understood that all bids are submitted on the basis of complying with the provisions, terms and specifications set out herein, provided that you can do so under the various government rulings and directives now in effect or which may be issued during the period of the contract. The Department reserves the right to waive minor technicalities on bid forms and specifications that can be waived or corrected without prejudice to other bidders when it is in the best interest of the Department of Revenue. The Department reserves the right to reject any and all bids, to waive any minor

informality in the bids, and, unless otherwise specified by the bidders, to accept any items on the bid.

## **7.0 Scope of Service**

The specifications set forth herein as “Attachment A” and “Attachment B” represent a minimum of required equipment and operational needs of DOR. The bidder may propose options above and beyond these specifications that best suit DOR’s interest as determined by the agency. The bidder agrees to begin delivery within **60 days** of award. Failure to do so may result in cancellation of award. If cancellation of award occurs, a new award will be made to the next lowest bidder meeting required specifications. Please respond “Yes” or “No” to indicate compliance to the specifications for each listed criterion and add comments as needed.

## **8.0 Procurement Methodology**

### **8.1 Rules of Procurement**

All formal bids shall be binding for a minimum of forty-five (45) days after opening.

### **8.2 Procedure for Answering Questions**

- A. All questions concerning this Invitation for Bid or quote process must be submitted by email to:

[BidQuestions@dor.ms.gov](mailto:BidQuestions@dor.ms.gov)

- B. Questions and request for clarification must be submitted via email during normal business hours by the deadline reflected in Section 2.0, Procurement Time Line
- C. All questions and answers will be answered and published on the Mississippi Department of Revenue website ([www.dor.ms.gov](http://www.dor.ms.gov)) under the Publications tab in a manner that all bidders will be able to view by the date and time reflected in Section 2.0.
- D. The DOR will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person.

### **8.3 Bid Amendment or Withdrawal**

No bids shall be altered or amended after the specified time for opening bids. If a bid is withdrawn after opening, the bidder will be removed from the list of eligible bidders for a period of six (6) months.



#### **8.4 Amendments to the Invitation for Bid**

The Purchasing Division of the Department of Revenue will prepare a written notification of all amendments to the IFB and forward a copy of it to all persons/companies that have requested a copy of the Invitation for Bid. Each vendor shall acknowledge receipt of amendments by completing and signing the Acknowledgement of Amendments form included in this IFB. The Purchasing Division of DOR will also post the Amendment by number on the DOR website [www.dor.ms.gov](http://www.dor.ms.gov) under the Publication tab in a manner all bidders will be able to view. Respondents shall rely only on this bid and any communication from the Purchasing Division of the Department of Revenue in submitting bids. The Department of Revenue's Purchasing Division shall not be bound by any oral communications; bidders who rely upon any oral communications regarding the IFB do so at their own risk.

#### **8.5 Bid Acceptance Period**

The original bid form, cover sheet, certification to sign form, references and all acknowledgement forms, shall be signed and submitted in a sealed envelope or packet to the address noted in Section II 9.3 Bid Labeling and Mailing address, no later than the time specified by the Procurement timeline. Timely submission of the bid forms is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or packet shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or packet by purchasing personnel or Support Staff. Each page of the bid and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. DOR reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As precondition to bid acceptance, DOR may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price or delivery of service.

#### **8.6 Bid Evaluation**

Contracts and purchases will be made or entered into with the lowest, responsible and responsive bidder meeting specifications. Factors to be considered in determining the lowest, responsible bidder include:

- Price
- Conformity
- Responsibility of Bidder
- Bidder's ability to deliver as per specifications
- Reference response
- Qualified to contract with the State of Mississippi

#### **8.7 Award Notice**

Suppliers should be advised no award will automatically result from a reverse auction. DOR will review the results of the auction and make a determination. After the Department of Revenue makes

the award, official notification will be sent to all participating vendors. This information will be released in written form via email and/or letter. The Department of Revenue will not respond to telephone calls requesting the information. Actions taken by a bidder before the receipt of the official notification will be at the bidder's own risk, and the Department of Revenue will not be responsible for such actions. If the purchase is for an amount greater than \$50,000, such award shall be subject to approval of the purchase/rental by the Department of Finance and Administration.

### **8.8 Right to Protest**

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Purchasing or the Commissioner of the Mississippi Department of Revenue. The protest shall be submitted in writing within seven (7) days after notification is received. The written protest letter shall contain an explanation of the basis of the protest. A protest is considered submitted when received by the Director of Purchasing or Commissioner of the Mississippi Department of Revenue. To expedite handling the protest, the envelope should be labeled "Protest". Protest filed after normal business hours on the seventh day will not be considered.

### **8.9 Partial Bids Prohibited**

Bids submitted must be all or none. Bids will not be accepted for any part of the total.

### **8.10 Office Closure Statement**

If the agency 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. **DOR 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 agency as a result of a Force Majeure Event.** Each bidder shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening or live auction.



## 9.0 Submission Procedures

### 9.1 Forms to be Utilized and Submitted

Quotes must be formatted based on the forms furnished by DOR, or they will not be considered. Letters will not be considered a part of your bid. Facsimile transmissions will not be accepted.

### 9.2 Procedures for Submitting Quote

- A. Each quote packet must be sealed in an envelope labeled **QUOTE PACKET** in the lower left hand corner of the envelope. Quotes not properly marked in the lower left hand corner and opened by mail personnel prior to the bid opening will be rejected and returned to the bidder.
- B. Quotes should be typed and single-sided; not handwritten. The original packet shall be signed by a company official with authorization to bind the bidder to its provisions. The original quote packet shall be submitted no later than the time indicated in section 2.0 Procurement Time Line.
- C. All quotes, if possible, should be entered into the Mississippi Accountability System Government Information and Collaboration (MAGIC) system. The quote form and all attachments must be identified with the name of the bidder.
- D. Failure to submit a bid on the Quote Form or forms formatted based on DOR forms will be considered cause for rejection of quote. You may attach other sheets if the space provided is inadequate.
- E. The Department of Revenue reserves the right to decide, on a case-by-case basis, whether to reject a quote with exceptions, modifications or additions outside the parameters set by this RFQF, including specifications, as nonresponsive.

### 9.3 Quote Labeling and Mailing Address

Each quote submitted must be mailed or hand delivered (strongly encouraged) and labeled as follows:

**Mail to:**

Mississippi Department of Revenue  
Purchasing Department  
Post Office Box 22828  
Jackson Mississippi 39225

SEALED QUOTE – DO NOT OPEN

**Deliver to:**

Mississippi Department of Revenue  
Purchasing Department  
500 Clinton Center Dr  
Clinton MS 39056

SEALED QUOTE – DO NOT OPEN

## **9.4 Submission Format**

The quote packet must be sealed and must contain the following:

- A. Quote Cover Sheet
- B. Certification to sign on behalf of the company
- C. Quote Form
- D. References
- E. Acknowledgement of amendments or modifications
- F. Secretary of State Acknowledgement

## **10.0 Standard Terms and Conditions**

All terms and conditions contained in the Form Rental Agreement attached hereto as Attachment C are incorporated into this RFQF and shall be agreed to by the winning vendor unless specifically noted as an exception and/or deviation by the vendor.

## **11.0 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