

INSTRUCTIONS AND SPECIAL CONDITIONS

FOR VEHICLES, TRUCKS, VANS & SUVs

RFx # 3140002371

Revised 06/21/2020

1. SCOPE

- 1.1 Purpose. The purpose of this **Reverse Auction** is to establish a source or sources of supply for the purchase of 2021 or newer vehicles by all state agencies and by governing authorities within the geographic limits of the State of Mississippi.
- 1.2 Term. The term of the contract for vehicles shall be for a period of twelve (12) months. It shall be understood that the contract is designed to allow the successful bidder to deliver on the basis of a factory "retail" order and not as an "out-of-stock" delivery. For this reason, the State will honor the factory established "shut off" date and will not require out-of-stock deliveries through the remainder of model year provided. The successful bidder may deliver 2022 year models if they are available during the term of the contract provided the 2022 year model meet all the specifications met by the 2021 models. The successful bidder must submit a letter detailing model year changes for approval by the Office of Purchasing, Travel and Fleet Management before the 2022 models can be substituted for the 2021 models. **If the manufacturer agrees to extend contract pricing to the 2022 models, the dealer will be required to honor that pricing through the end of the contract.** The term of the contract shall begin October 1, 2020 and end September 30, 2021.
- 1.3 Volume. The total quantity of purchases of any individual commodity on the Contract is not known. The Office of Purchasing, Travel and Fleet Management does not guarantee that the State will buy any specified item or any total amount. All orders received by the Contractor during the term of the Contract shall be filled in accordance with the terms and conditions hereinafter set forth.
- 1.4 Statewide Term Contract. A Statewide Term Contract or Contracts will be awarded by the Office of Purchasing, Travel and Fleet Management pursuant to Mississippi law and the provisions contained herein.
- 1.5 Additions/Deletions/Changes. The Office of Purchasing, Travel and Fleet Management reserves the right to add commodities and/or Contractors and to make other changes that is within the original scope of the Contract during the term of the Contract. Any such change will be made through the competitive bid process.
- 1.6 Exemptions/Special Conditions. The Office of Purchasing, Travel and Fleet Management reserves the right to authorize agencies to make purchases outside the terms of this contract if it is deemed to be in the best interest of the Agency and the State and in compliance with statutory bidding requirements.

2. SPECIAL CONDITIONS

- 2.1 **Firm Bid Price Period.** Prices quoted shall be firm for the term of the contract except the State shall be advised of, and receive the benefit of, any price decrease.
- 2.2 **Price Increase Rejected.** Any request for a price increase during the term of the contract will be rejected. Should this rejection result in a cancellation of the Contract, a new Contract will be established as per prescribed competitive bid procedures and bids submitted by the Vendor causing cancellation will not be considered. Further, that Vendor shall be removed from the Qualified Bidders List for a period of five (5) full contract years.
- 2.3 **F.O.B. Requirements.** **The prices quoted shall be f.o.b. dealer point. Vehicles must be delivered if requested by the buying agency. Vehicles may be delivered to the agency (to any point in Mississippi) at the rate of \$1.75 per mile one-way, beginning at the vendor's dealership.** Such mileage will be measured according to an acceptable highway map with consideration for additional mileage to points within or outside of the city limits of the designated city of delivery. The Cab and Chassis will be paid at the rate of \$2.00 per mile one way. When delivered or picked up by the buying agency, the contract vendor will be responsible for assuring that the vehicle shall not have less than five (5) gallons of fuel. If the buying agency requests vehicles be delivered, the vendor will be responsible for delivering vehicles by the 1st and 15th of each month.
- 2.4 **No contract with a state agency or political subdivision for the purchase of automobiles may include an arbitration clause.** Arbitration is authorized in the State of Mississippi pursuant to Section 11-15-1, et seq., of the Mississippi Code of 1972, as amended. However, the State and its political subdivisions are not "persons" as defined by Section 11-15-1. Consequently, under Mississippi law, the State and its political subdivisions may only arbitrate in the limited circumstances found in Section 11-15-101.
- 2.5 **Regulation 8 from the Mississippi Automobile Dealers Association deals with rules and guidelines regarding "Documentary/Service Fees." The maximum fee that may be charged is \$425. If your dealership elects to charge the State of Mississippi your established "Documentary/Service Fee", the fee will need to be deducted from the contract price and added back as a line item on the bill of sale. Listed below is an example of how this should work:**

State contract price for vehicle	\$20,425.00
Bill of Sale would show the price as	\$20,000.00
The documentary/service fee would be	\$ 425.00
Bottom Line price of vehicle	\$20,425.00

- 2.6 **Reports.** **On a monthly basis, Contractors shall furnish a report of the vehicles purchased under the contract to the Bureau of Fleet Management. This report is due by the 5th day of the following month. The BFM will provide each contractor with an Excel spreadsheet with the required information.**

Failure to provide this information may result in your name being removed from the list of bidders.

- 2.7 Governmental Restrictions. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify this Office at once indicating in his letter the specific regulation that required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
- 2.8 Discrimination. The bidder understands that the State 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 provision of products or services.
- 2.9 Minority Vendor Status. Bidders should indicate if they are a Minority Vendor. 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; Women.
- Bidders should indicate on the Bid if they qualify under this section. The Office of Purchasing, Travel and Fleet Management will include this information in the documents distributed to the agencies and governing authorities.
- 2.10 E-Verify Compliance - Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration 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 and, upon request of the State, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
- 2.11 Suspension and Debarment Certification. By submitting your 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.

- 2.12 Notice of Award Review. Upon completion of the bid evaluation process, the Office of Purchasing, Travel and Fleet Management will distribute a Notice of Award through MAGIC, our web-based procurement system, to the vendor or vendors who have submitted the apparent low bid(s) meeting specifications. The letter will indicate that the vendor should review the Notice of Award and notify the Office of Purchasing, Travel and Fleet Management, in writing, of any errors by a specified date. The specified date will be considered the "evaluation review deadline."
- 2.13 Supports for Electronic Catalogs. Vendors awarded a state contract resulting from this solicitation will be required, within ten (10) working days of written notice from the State, to provide all information necessary to facilitate electronic purchases from the state contract. The information must be provided in the electronic format specified by the State, which is generally an Excel spreadsheet. A sample of this format will be provided to the vendor(s) at the time of award. No costs or expenses associated with providing this information in the required format shall be charged to the State of Mississippi.
- 2.14 Consequence of Cancellation. Vendors who claim to have made an error on their bid and can provide adequate documentation to substantiate the claim may withdraw the bid without penalty anytime on or before the evaluation review deadline. Any vendor who withdraws a bid after the evaluation review deadline shall be removed from the bidders list for a period of **five (5) years**. Any intent to withdraw must be made in writing.
- 2.15 **Removal from State Contract: Failure to perform the requirements of the State Vehicle contract will result in the termination of the contract. Termination will disqualify a vendor from future bidding and award on the State Vehicle Contract for a period of 5 years- effective from the date of termination.**

Additionally, by submitting a Proposal, the Vendor agrees it is liable to the State for any damages occurred as a result of the termination for failure to perform, including any costs borne by the State in securing the same or a similar vehicle from another source.

3. BID INSTRUCTION

- 3.1 Bid Package. The bid package consists of the following:
- General Conditions
 - Instructions and Special Conditions
 - Specifications
 - Invitation to Bid Form
- 3.2 Submission of Bids. Bids may be submitted electronically. Electronic submissions through MAGIC are automatically date and time stamped. **All bids mailed or hand delivered must be signed by the vendor commercial fleet manager as well as the general manager or owner. This is a mandatory requirement and failure to include the signed documents may result in rejection of the bid.**

3.3 Additional Information for each item.

- a. Make and Series. Enter the manufacturer's make and series for each model being bid. Be sure to include the series model number as it appears on the factory invoice.
- b. Engine Size. Enter the engine size for each product being bid.
- c. Warranty. Enter the manufacturer's basic warranty. Warranties shall be expressed in months/miles. For example, a basic warranty of 36 months or 36,000 miles, whichever comes first, should be written 36/36,000.
- d. Fuel Economy. Enter the manufacturer's stated miles per gallon for city/highway and a combination of the two. Any item which does not have the specified fuel source in the item description or the header shall be gasoline.

3.4 Invitation to Bid Form

- a. Compliance with Motor Vehicle Commission Law. Each dealer shall indicate in the appropriate space, the MS Motor Vehicle Commission license number applicable to that dealership.
- b. Delivery. **Delivery should be made within 120 calendar days after receipt of order by the successful vendor. If circumstances beyond the control of the vendor cause delivery to be longer than 120 calendar days, the vendor shall notify the ordering entities and BFM immediately in written format (email). If the delivery time goes beyond 120 days, the PO is subject to cancellation at the ordering entities discretion. Vehicles with a build date longer than 120 days should be noted on their price sheet.**
- c. Optional Model Upgrade Charge. **Upgrades for trim packages on any vehicle included in this RFx will not be included in this contract regardless of whether the model number stays the same.**

4. EVALUATION AND AWARD

- 4.1 Rejection. The Office of Purchasing, Travel and Fleet Management reserves the right to reject any or all bid(s). Prices for individual commodities or services that are inconsistent or unrealistic when compared to other prices in the same or other bids may be rejected.
- 4.2 Bidder's Qualification. Bidders must, upon request of the State, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Department of Finance and Administration and the Office of Purchasing, Travel and Fleet Management reserve the right to make the final determination as the bidder's ability.
- 4.3 Single Award Preferred. The State will award a single Contract for all the commodities listed; however, separate awards may be made by:
Item

The State reserves the right to award the following categories: Passenger vehicles: compact, mid-size, and large. Pickup Trucks may be awarded in the same manner.

- 4.4 Award Criteria. The award will be made to the best bid or bids meeting the criteria of the specifications and based on what is in the best interest of the State. Factors to be considered in determining the best bid or bids include:

Price
Conformity with Specifications
Responsibility of the Bidder

5. CONTRACT ADMINISTRATION

- 5.1 Inquiries. Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to the Bureau of Fleet Management, 701 Woolfolk Building, Suite A, 501 North West Street, Jackson, MS 39201; Phone: 601-359-5171. **All questions must be submitted in writing. No questions will be answered verbally.**
- 5.2 Assignment. No Contract may be assigned, sublet, or transferred without the written consent of the Director, Office of Purchasing, Travel and Fleet Management.
- 5.3 Contract Distribution. After Contracts are awarded, they will be published and distributed to user agencies and to local governmental units, such as counties, cities, special districts, school districts, etc. In addition, the contracts will be available on the website, www.dfa.ms.gov.
- 5.4 Billing Instructions. Invoices are to be billed to the address shown on individual Purchase Orders and shall itemize and price separately all optional equipment being furnished in addition to base specifications.
- 5.5 Payment and Invoices. After merchandise has been received and invoices submitted to the using agency, it shall be the responsibility of the using agency to make prompt payment. In the event the vehicle is delivered to and accepted by the using agency and payment is not received within 45 days of the date of acceptance, the buying agency shall pay the vendor one and one-half percent (1.5%) per month from the 45th day to the date of payment. Any questions concerning payment should be addressed to the user agency.

The State requires the Contractor 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 Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

- 5.6 Manufacturer's Recall Program. When sales information is submitted to the manufacturer on any vehicle sold under the provisions of this contract, the correct name and address of the buying agency must be shown. "State of Mississippi" will not be acceptable. Recall programs have gone unanswered because of lack of proper identification of the buyer being submitted on the computer sales report.
- 5.7 Bid Tabulation Review. All vendors are invited and encouraged to attend the reverse auction meeting. After the close of the reverse auction, the bids will be considered to be in the

evaluation process and will not be available for review by vendors. Upon completion of the evaluation process, the Office of Purchasing, Travel and Fleet Management will distribute letters to the vendors who have submitted the apparent low bid(s) meeting specifications. (See Section 2.10)

Vendors may request copies of bid tabulations and evaluations pursuant to the Public Records Request Act, MS Code 25-41-1 et seq.

- 5.8 Bid Review Schedule. Unless otherwise indicated, the following bid review schedule will be adhered to. Any protest or questions concerning the evaluation or award must be received by the Office of Purchasing, Travel and Fleet Management on or before the evaluation review deadline.

- Initial Responses Due: August 14, 2020; 4:00 p.m.
- Reverse Auction: August 25, 2020; 8:30 am-12:00 p.m.
- Evaluation Process: August 25, 2020 – September 4, 2020
- Distribution of Apparent Award: September 8, 2020
- Evaluation Review Period: September 08, 2020-September 14, 2020
- Evaluation Review Deadline: September 14, 2020
- Effective Date: October 1, 2020

This schedule may be revised to later dates if situations warrant such revisions. Any vendor wishing to be advised of such revisions should submit a letter with their bid, which indicates this desire.

6. SPECIFICATIONS

- 6.1 Specifications Based on Standard State Specifications. All commodities 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. Bidders must, when requested, submit for bid evaluation applicable descriptive literature and technical specifications covering the vehicle offered. Reference to literature submitted previously will not satisfy this provision.