

Ellisville State School



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Director

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RFQF's will be received in the Purchasing Office of Ellisville State School, or by electronic means via MAGIC until 2:00 p.m., January 4, 2024, for the purchase of Seven (7) new, gasoline powered, specially equipped vans with wheelchair lifts.

Preparation of Bids

Bids and/quotes may be submitted through the State of Mississippi's e-procurement system (MAGIC), via e-mail, or in person to Ellisville State School. 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 the bid.

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.

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

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

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

Price each item separately. Unit prices shall be shown.

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

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 products offered. Reference to literature submitted with a previous bid or on file with Ellisville State School will not satisfy the provision.

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.

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Delivery

Bid pricing shall include delivery, f.o.b. to Ellisville State School. Bid pricing shall remain firm until the delivery of the vehicles is complete.

Time and performance

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

Bid Submission

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

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

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 the bid have a response.

Bidders submitting paper responses should submit responses to Ellisville State School by the response deadline.

Acceptance of Bids

Ellisville State School 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. Ellisville State School reserves the right to modify or cancel in whole or in part its Invitation for Bids. It is the intent of Ellisville State School to award this bid to the lowest and best bidder meeting the specifications, provided the bid is reasonable and it is in the best interest of the agency to accept it.

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

Error In Bid

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

Submittals

Bidders shall include with bid, the manufacturer(s) name(s), and brochures to include pictures, layout/drawings and other pertinent information. The van bid must fully comply with all specifications included herein. Failure to comply with this requirement will cause your bid to be rejected. Any vehicle delivered to the facility which does not fully meet the bid specifications will not be accepted.

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Vendors must be licensed to sell these vehicles in the State of Mississippi in accordance with MS Code Section 63-17-73 and any other applicable laws and regulations. A copy of the valid license shall accompany bid. The agency purchase order will be issued to the vendor that is licensed in accordance with the above requirement.

Award

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 time is specified in the specifications, Ellisville State School 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 Ellisville State School's Invitation for Bids.

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

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's 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 Ellisville State School.

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 Ellisville State School 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.

Taxes

Ellisville State School 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.

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Gifts, Rebate, Gratuities

Acceptance of gifts from bidders is prohibited. No officer or employee of Ellisville State School, 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.

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.

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.

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.

Competition

There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the US Government. Bidders may bid lower than US 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 US Government has no provisions in any of its purchasing agreements with bidders whereby a lower price to the State must automatically be given to the US Government.

Waiver

Ellisville State School 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.

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

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date of the 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 an 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 a 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.

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 Ellisville State School and the substitutions are deemed to be in the best interest of the State.

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 the 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 acknowledgment, 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.

Non-responsive Bids

Non-responsive 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 on the basis of pricing only will be disqualified from bidding for a period of 24 months.

Pre-Qualification Process

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. Ellisville State School 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, Ellisville State School will review the submissions to qualify bidders and determine a starting price for reverse auction items.

The invitation for bids/RFQF shall be advertised in accordance with Section 3.106.05.4 of the MS Procurement Manual. Ellisville State School shall advertise for 14 consecutive days in accordance with Section 31-7-13(c)(1) of the Miss. Code Ann. Responses to the RFQF will be due on the 8th working day after the last day of advertisement.

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

Ellisville State School 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.

Once qualified, Ellisville State School will notify the vendor of Qualifications and the date of the Live Auction via e-mail. After receiving the confirmation e-mail, bidders should review/ensure technical requirements for MAGIC have been met or confirm Participation in person.

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.

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.

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 Ellisville State School.

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 limitations, court costs, investigative fees and expenses, and attorney's 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 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.

Live Auction

Notification of Auction Start date and time will be sent via e-mail to qualifying bidders. If a bidder is unwilling or unable to participate through MAGIC, a representative from Ellisville State School 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 Ellisville State School.

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

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

Force Majeure

If Ellisville State School 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. Ellisville State School shall not be held responsible for the receipt of a Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by Ellisville State School prior to the new date and time of the live auction or bid opening.

If you have questions or need additional information, contact Layghathia Ducksworth in the Purchasing Department, (601) 477-5597 or Ivy East, (601) 477-5631.

Ellisville State School is an equal opportunity employer MF/HV.

Specially Equipped Vans Specifications

General: The vehicles shall be year model 2024 or newer Ford Transit 350 LWB Medium Roof Wagon, Chevy Express G30 Van or approved equal. Each vehicle shall offer seating for a minimum of 9 passengers or 5 passengers and two wheelchair tie downs, or 9 passengers and no wheelchair tie downs, excluding driver and attendant; shall be specially equipped as specified. The vehicle offered by bidders shall meet or exceed **the requirements listed herein, the minimum standards required by Federal Motor Vehicles Safety Standards.**

Delivery: To be accomplished within a maximum time of 60 - 90 days ARO. The successful contractor shall notify Layghathia Ducksworth, Procurement & Property Director, to schedule/coordinate equipment delivery. Vendor shall deliver vehicles to the main campus of Ellisville State School. Vans may be thoroughly inspected by receiving staff prior to acceptance by the facility.

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Manuals: The successful contractor shall furnish all relevant materials and literature such as maintenance manuals, parts lists, wiring diagrams, warranty information and etc. **The warranty information shall specify all components under warranty and the length of warranty for each component.**

Warranty: The successful bidder shall warranty the vehicle against defects in all areas **for a minimum period of 3 years/36,000 miles bumper to bumper.** The successful bidder will place without charge any and/or all items that become defective within the warranty period unless the defect is clearly proved to have resulted from abuse of the vehicle.

Service: No bid will be considered without the bidder offering an authorized service/repair location within a maximum distance of 75 miles from the facility. **The successful bidder shall be responsible for any repairs that become necessary within the warranty period to include towing if necessary.** Designate service center name, location, contact person, and phone number if different from vendor. Attach a letter of acceptance.

Specifications - Specially Equipped Vans

The vans offered by bidders shall meet or exceed **the requirements listed herein, and Federal Motor Vehicles Safety Standards.** Enclosed is the preferred seating/layout floor plan. Bidders shall submit a seating layout/floor plan with bid for review by the agency. The Agency, at its discretion, may either accept or reject a revised or modified plan.

Minimum Requirements - Chassis:

2024 or newer Ford Transit 350 LWB Medium Roof Wagon, Chevy Express G30 Van or approved equal.

Light & convenience Group

Wheelbase: 148

OEM Window Package

4 Wheel Anti-lock brakes

25-40-gallon fuel tank

Roll Stability Control

OEM Power Door Locks

220 Amp Heavy-duty alternator

Front Air Conditioning (CFC Free)

Electronic O/D transmission w/ aux oil cooler

Suspension: Independent front with stabilizer bar, rear leaf springs with heavy duty gas shock absorbers.

Steering: The vehicle shall be equipped with power steering fixed column with tilt.

Braking System: The brake system shall be anti-lock (ABS) power disc brakes.

Wheels & Tires: The wheel and tires shall be front and rear interchangeable, tubeless type, 235/65R16 all season BSW tires. Wheels shall be steel, 16".

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Fuel System: The fuel tank capacity shall be within the 25-40 gallon capacity range. **Fuel tank opening shall be located on the exterior left side.**

Specify Tank Capacity: _____

Engine: Vehicle shall be equipped with a 3.7 L Ti-VCT V6 FFV/3.5L Ecoboost V6 gasoline powered engine.

Specify: _____

Transmission: 6 speed automatic transmission with select shift capability.

Alternator: The alternator shall be 220 amp or better - OEM or equal

Specify: _____

Privacy Tinted Glass:

Van window includes fixed rear door glass. Glass shall be OEM deep tinted glass in body sides and rear doors.

Electrical System:

Wiring harness shall originate from one central distribution point under the driver's seat. All wires shall be color coded and bear identifying legends/numbers every four inches. Cross-linked polyethylene wire coating of GXL grade shall be used. Polyvinyl chloride (PVC) coated wiring will not be acceptable.

All wires shall be one continuous length with no splices, forks, or junction points anywhere between the distribution point and the component to be powered. There shall be no exceptions. Wire shall be protected using nylon loom to prevent abrasion or degradation of the wire.

Insulation:

Vehicle shall be insulated to provide sound deadening and to retain desired internal temperatures when external temperatures are extreme.

Battery: The vans shall be equipped with a maintenance-free, 12-volt battery. Batteries shall provide a minimum of 650 CCA's.

Service Access: Vehicle shall provide engine and other compartments clear and easy access for repairs/service.

Instrumentation: Gauges and other instrumentation shall be provided as standard to ensure safe and clear viewing of vehicle operations. i.e. fuel, engine temp. and etc.

Driver and Attendant Seat: Vehicle shall be equipped with two high-backed seats complete with a seat belt with retractor and shoulder harness; driver with right adjustable/ moveable arm rest; attendant with left adjustable/moveable arm rest.

Openings:

Driver /Attendance Entrance: Standard van door supplied by chassis manufacturer.

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Entry System: Steps/running boards shall be steel side door entry; shall be permanent. Steps shall be covered with the Altro no-slip flooring and yellow safety nosing and be a minimum of 10" deep. Other integrated step entry systems will be considered if diagrams and drawings are submitted, and the agency deems these systems to be equal or better than the above system. The system offered shall be appropriate for use by handicapped individuals, and aesthetically pleasing and complementary to the OEM body style. **Stanchion poles must be provided at each side entry. Steps must be fixed on both sides of the vehicle. Steps must cover the area from the driver and front passenger door to the side sliding door.**

Special Service Entrance: Vans shall be equipped with a special service entrance located in the rear of the vehicle; shall include raised rear doors as specified by ADA requirements on specially equipped vehicles. Raised door treatment shall be integral to raised roof and roof support structure. Door shall be 38" bus doors with dash controls. Doors shall be treated with a rust inhibitor and primed prior to painting. Paint shall be OEM quality paint, and shall match the original OEM color of the vehicle. The doors shall be raised in such a manner as to be aesthetically pleasing and complementary to OEM body style. Weatherstripping shall be securely attached to the door to replace the OEM weatherstrip that has been removed. Weatherstrip shall be appropriate to prevent water intrusion into the vehicle.

Door Locks: Vehicle shall be equipped with electric OEM door locks.

Specify if OEM: _____

HVAC System: The air conditioning system shall be OEM front and either OEM rear systems or an approved after-market system. Such approved after-market system shall operate with cab unit system operated on 134A refrigerant, compatibly connected to OEM chassis connector package. The front and rear cooling system shall provide a combined minimum cooling capacity of 40,000 BTU'S. Heater shall be front and rear installation with a minimum combined heating capacity of 40,000 BTU'S. **Cooling system** shall be CFC free.

Specify front/rear _____

Specify BTU's - Heat: _____

Specify BTU's - Cool: _____

Body Construction/Assembly: The vehicle body shall be a factory Ford van or approved equal. Finished vehicle shall include a modified vehicle top for additional head room and a hard body interior. Finished vehicle shall be in compliance with Federal Motor Vehicle Safety Standards and ADA.

Fiberglass Top: The vehicle shall be modified with a raised, reinforced, aerodynamically designed, fiberglass top. Top shall be a minimum overall thickness of 3/16". The raised top shall have a minimum interior height of 67" not to exceed 72". Exterior of top shall be finished to match the OEM paint color. Finished design and construction shall provide maximum protection for cab as well as total passenger compartment. Roof shall meet FMVSS 220 rollover certification requirements which states that the vehicle will be subject to a static load test of not less than 1-1/2 time the curb weight of the converted vehicle. Raised roof structure shall have been tested by an **independent testing lab** to ascertain compliance to Federal Motor Vehicles Safety Standards # 220. **The certificate of independent lab testing shall accompany bid. SELF CERTIFICATION IS NOT ACCEPTABLE. NOT APPLICABLE IF BIDDING FORD TRANSIT WITH MEDIUM ROOF.**

Specify roof height: _____

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Interior: The vehicle interior walls shall be finished in a combination of washable plastic/vinyl covering - **Flame Retardant material. Sample required**

Flooring: Vehicle floor structure shall be constructed in accordance with the original equipment manufacturer; shall be complete with a minimum of 3/4" marine grade plywood sub-floor; shall be covered with a 1/8" flooring as specified below.

Floor Covering: Floor covering shall be commercial grade **Altro brand or approved equal**. The flooring shall have no seams that could allow water intrusion between the flooring and plywood sub-floor. Rubber transit-style flooring is unacceptable.
Specify Brand: _____

Exterior Paint and Trim: White - without any lettering.

Undercoating: Vehicle frame shall be undercoated; applied to underside of **body, floor, skirts, wheelhouses -rear, chassis frame risers, rear bumper mounting brackets and braces for rust prevention**.
Specify Coating: _____

Front/Rear Bumpers: The front/rear bumper shall be constructed of steel or rubber and either painted, chromed, or black rubber.
Specify _____

Window Openings: Vehicle shall be complete with the OEM window package accompanying the extended chassis. Van windows include fixed rear door glass. Glass shall be OEM deep tinted glass in body sides and rear doors. All glass in vehicle shall meet federal and state safety standards and shall be tinted, tempered, safety glass.

Passenger Seats: Van seats shall be mid-high passenger seats; fabricated in level 1 vinyl (fire proof) upholstery; Freedman Feather weight seat or customer approved equal. A black, U-shaped assist rail shall be installed on the back of each seat. Seats shall be complete with retractable seat belts. Grab bars should also be included. **The bid price shall include seating for nine (9) passengers (excluding driver/assistant seats) or (5) passengers and two wheelchairs. See attached preferred seating layout. Brochures required if using alternate brands of seating.**
Specify Seating Brand/Style: _____

Securement System:

Wheelchair Passenger Restraint System: Vehicle shall be equipped with two sets of wheelchair tie down to restrain the chair at four points; shall be complete with fully retractable shoulder belts and integrated lap belts. Hold downs shall be designed for use with floor mounted L track hardware. Hardware shall be a 7-point positive lock wheelchair/occupant restraint system for forward facing wheelchairs. Hardware shall be installed to meet ADA requirements.

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Two (2) hold downs shall be installed in each vehicle. Brand: Q-Straint Max Retractable or approved equal.

Specify: _____

Wheelchair Lift: Lift shall meet all applicable ADA and FMVSS specifications. The Lift shall be an **inside (rear) vehicle mount**; shall operate by use of an electro-hydraulic motor; power up-gravity down system; manual back-up controls. Minimum rated load capacity 800 lbs.

Brand: Braun automatic ADA lift, 34" x 51" platform, Century series model C919 FIB or approved equal. The lift shall be appropriately installed, wired, and grounded to the vehicle frame. Brochure required if bidding an alternate brand lift. If bidding equal agency must give prior approval.

Specify brand/model number: _____

Specify lift load capacity: _____

Safety Equipment: Vans shall be equipped with passenger retractable seat belts; one (1) back up alarm, fire extinguisher, 2.5# dry chemical, road hazard markers. The vans shall be equipped with full frontal driver and passenger air bags.

Radio System: The vehicle shall be equipped with an AM/FM radio.

Specify: _____

Mirrors: Dual mirrors with manual control.

The vendor acknowledges, by submitting their bid, that all decisions of Ellisville State School are final.

Bid Form

Gasoline powered, specially equipped van; floor plan submittal required. The bidder shall offer the options as specified herein. Any brand names listed are used to establish an industry standard. Equals will be considered if they meet or exceed requirements.

The bid price shall include all components listed as standard equipment by manufacturer and the options listed in the specifications.

Description: _____

Qty: _____

Unit Price: _____ **ea. Specially Equipped Vans with Lifts** \$ _____

Specify Brand Model: _____

Specify Wheel Base: _____

Specify Chassis: _____

Specify Seating Capacity: _____

Specify Fuel Tank Capacity: _____

Specify Headroom Height: _____

Modification: _____

Specify Warranty: _____

Delivery will be accomplished in _____ days after receipt of order. (Maximum time of 60-90 days ARO).

Date: _____ **Company:** _____

Phone No.: _____ **Authorized Signature:** _____

Fax No.: _____ **Address:** _____

City/State/Zip: _____

Prospective Contractor's Representation Regarding Contingent Fees:

The prospective contractor represents as a part of such contractor's bid or proposal that such contractor has/has not (circle applicable word) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

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Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The contractor shall comply with applicable federal, state, and local laws and regulations

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

Procurement Regulations

Procurement Regulations: The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capital Street, Suite 800, Jackson, MS, for inspection, or downloadable at www.mspb.ms.gov

Compliance with Laws

Contractor understands that Ellisville State School 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 consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the contractor agrees during the term of the agreement that the contractor will strictly adhere to this policy in its employment practices and provisions of services. The contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Stop Work Order

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

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- A) cancel the stop work order; or,
- B) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

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

- A) the stop work order results in an increase in the time required for, or in the contractor's properly allocable to, the performance of any part of this contract: and,
- B) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

Termination of Stopped Work

If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

Adjustments of Price

Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

Representation Regarding Contingent Fees

The bidder, offeror, respondent, or contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the offeror's proposal.

Representation regarding Gratuities

The offeror, or contractor represents that it has not violated, is not violating, and promised that it will not violate the prohibition against gratuities set forth in Section 6-204 of the Mississippi Personal Services Contract Procurement Regulations.

Acknowledge of Amendments

Offerors shall acknowledge receipt of amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by Ellisville State School by the time and the place specified for receipt of proposals.

Certification of Independent Price Determination

The offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

E-Payment

Contractor agrees to accept all payments in US currency via the State of MS's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with MS law on "Timely Payments for Purchases by Public Bodies," MS Code Annotated 31-7-301, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

E-Verification

Contractor represents and warrants that it will ensure its compliance with the MS Employment Protection Act, MS Code Annotated 71-11-1 and 71-11-3, 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 MS. As used herein, "status verification system" means the legal Immigration and Immigration Responsibility Act of 1966 that is operated by the US Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Contractor to the following:

- 1) termination of this agreement and ineligibility for any state or public contract in MS for up to three (3) years with notice of such cancellation/termination being made public;
- 2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in MS for up to one (1) year; or,
- 3) both - in the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit.

Paymode

Payments by state agencies using the State's accounting (MAGIC) system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

Specially Equipped Vans Bid

Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "MS Public Records Act of 1983," codified as section 25-61-1 et seq., MS Code Annotated and exceptions found in Section 79-23-1 of the MS Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the MS Accountability and Transparency Act of 2008 (MATA), codified as Section 31-7-13 of the MS code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at www.transparency.mississippi.gov. Prior to posting the contract to the website, any information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

Trade Secrets, Commercial and Financial Information

It is expressly understood That Mississippi Law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.