



## **MISSISSIPPI DEPARTMENT of WILDLIFE, FISHERIES, & PARKS**

Sam Polles, Ph.D., Executive Director

1505 Eastover Drive

Jackson, Mississippi 39211

(601) 432-2400

**SOLICITATION:** Request for Quote Formal (RFQF)  
Reverse Auction

**SOLICITATION NUMBER:** 1464-18-R-RFQF-00005

**DESCRIPTION:** Maritime Armor for Aquatic Law Enforcement

**ISSUE DATE:** February 16, 2018

**BID CLOSING LOCATION:** Mississippi Department of Wildlife, Fisheries, & Parks  
1505 Eastover Drive  
Jackson, Mississippi 39211

**BID COORDINATOR:** Marilyn Watkins  
Telephone: 601.432.2195  
Fax: 601.432.2102  
Email: marilynw@mdwfp.state.ms.us

**CLOSING DATE AND TIME:** March 8, 2018, 2:00 PM CST

**SECTION I**  
**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), via email, or in person to the Mississippi Department of Wildlife, Fisheries & Parks, Purchasing Department (“MDWFP”). 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 MDWFP 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 MDWFP 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 MDWFP by the response deadline. The bid package must be sealed and must contain the following:
- Bid Cover Sheet (Attachment A)
  - Bid Form (Attachment B)
  - Request for Quote Form (Attachment C)
  - Execution of Bid (Attachment D)
  - Completed specifications checklist

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

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

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

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

If a vendor is participating in a Live Auction, the vendor can notify MDWFP in the event of an erroneous bid via the chat message feature. Erroneous bids, where the mistake is apparent to MDWFP, 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, MDWFP 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 MDWFP's Invitation for Bids.

- 7.2 Unless the bidder specified otherwise in the bid, MDWFP may accept any item or group of items of any kind.
- 7.3 A written purchase order or contract award furnished to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall consist solely of these General Conditions, the Instructions and Special Conditions, the successful bidder's bid, and the written purchase order or contract award. The contract shall not be assignable in whole or in part without the written consent of MDWFP.
- 7.4 Suppliers should be advised that no award will automatically result from a reverse auction, and that the purchasing entity will review the results of the auction and make a determination in a timely manner.

## **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 the MDWFP, 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**

MDWFP 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 a 30-day 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 MDWFP 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 MDWFP.

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

Employees of the MDWFP 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 the MDWFP. The MDWFP reserves the right to specify a time frame in which clarification request shall be made.

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

- 21.1 The purpose of the RFQF is to advertise the competitive procurement for solicitation of formal quotes from potential bidders to participate in the Reverse Auction. The MDWFP will be responsible for defining product categories, adding bidders, and publishing all bid related documents to the procurement portal. Once the responses have been received and the

Opening Date has been reached, the MDWFP will review the submissions to qualify bidders and determine a starting price for reverse auction items.

- 21.2 The Invitation for Bids/RFP shall be advertised in accordance with Section 3.106.05.4 of the Mississippi Procurement Manual. The MDWFP shall advertise once each week for two (2) consecutive weeks in accordance with Section 31-7-13(c)(i)(1) of the Miss. Code Ann. Responses to the RFP will be due no earlier than the 8th working day after the last day of advertisement.
- 21.3 The initial response to the Invitation for Bids shall include a proposed product, including specifications and/or samples, for the purchasing entity to evaluate and determine responsiveness to requirements. Responses to the RFP will be reviewed by the MDWFP for responsiveness to specifications. Once a supplier's product is determined to be responsive, the supplier may participate in the reverse auction. Price quotes received will be evaluated in conjunction with other market research to determine the starting price for the Auction.
- 21.4 The MDWFP will accept bidder responses in MAGIC who have qualified meeting RFP specifications. Bidders not meeting specifications will not be allowed to participate in the Auction.
- 21.5 Once qualified, the MDWFP will notify the vendor of Qualification and the date of the Live Auction via email. After receiving the confirmation email, bidders should review/ensure technical requirements for MAGIC have been met or confirm participation in person.
- 21.6 It is requested that bids be submitted on the basis of statewide distribution. Contractors must maintain adequate distribution capabilities and adequate stock of all items to insure prompt delivery.

## **22. FIRM BID PRICE**

Prices accepted from bidder submissions shall be firm for the term of the contract except that the State shall receive the benefit of any price decrease in excess of five (5) percent. The contractor must provide written price reduction information within ten (10) days of its effective date.

## **23. CONTRACT EXTENSION**

- 23.1 Automatic contract renewals or extensions are not allowed. Contracts must be extended or renewed with the proper documents signed or approved by the MDWFP.
- 23.2 The MDWFP 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.

## **24. SUSPENSION AND DEBARMENT**

By submitting a bid, the bidder is certifying that neither the bidder nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in federal assistance programs.

## **25. ASSIGNMENT**

The Contractor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the MDWFP.

## **26. 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.

## **27. LIVE AUCTION**

- 27.1 Notification of Auction Start date and time will be sent via email to qualifying bidders. If a bidder is unwilling or unable to participate through MAGIC, a representative from the MDWFP can enter the Vendor's bid(s) manually (i.e. Surrogate Bidding). If a bidder elects to participate via Surrogate Bidding, the bidder must be physically present at the public bidding location, with the means to submit written bids for each offer made and signed by an authorized agent of the Vendor. A Bid Form will be provided to the Vendor at the start of the auction. This form will not be returned to the bidder but will become a part of the Bid Documentation for Evaluation by the MDWFP.
- 27.2 The Auction time may be extended at the discretion of the MDWFP. Examples of reasons to extend an auction include, but are not limited to, technical difficulties experienced by the MDWFP or bidder, the need to pause the Auction, or bids placed within the last few moments of bidding.
- 27.3 Communication with bidders participating electronically during the Auction may be done via the Live Chat Feature. The MDWFP has the ability to send messages to particular bidders or broadcast to all bidders. Bidders can ONLY communicate with the MDWFP and not other bidders.
- 27.4 Bidders may be removed from a Live Auction for improper conduct, including but not limited to profanity, threats, consistently entering erroneous or extremely low bids, or other disruptive behavior.

- 28. **THE TIMING OF THE AUCTION (RA REQUIREMENT).** The Invitation for Bids shall be advertised in accordance with Section 3.106.05.4 herein, and the deadline to receive initial responses by suppliers shall be due no earlier than the 8th working day after the last day of advertisement. After such deadline has passed, the submissions shall be taken under advisement for



prequalification. The reverse auction should occur only after the purchasing agent has had sufficient time to prequalify the suppliers. Such anticipated time shall be included in the Invitation for Bids Packet; however, the purchasing agent should reserve the right to extend the auction date if necessary to complete prequalification.

- 29. QUOTES (RA REQUIREMENT)-** Responding suppliers must provide a quote with the initial response. Quotes are utilized by the purchasing agent to determine market pricing and set the auction parameters (e.g., Start Price).

**30. FORCE MAJEURE**

If the MDWFP is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all bidders, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. The MDWFP 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 MDWFP as a result of a Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by the MDWFP prior to the new date and time of the live auction or bid opening.

## **SECTION II INSTRUCTIONS AND SPECIAL CONDITIONS**

**1. PURPOSE**

The Mississippi Department of Wildlife, Fisheries, and Parks requests sealed bids for the purchase and delivery of Maritime Armor for Aquatic Law Enforcement. It is understood that any contract resulting from 1464-18-R-RFQF-00005 requires approval by the Office of Purchasing, Travel and Fleet Management (OPTFM). If any contract resulting from 1464-18-R-RFQF-00005 is not approved by the OPTFM, it is void and no payment shall be made.

**2. SCOPE OF SERVICES**

The specifications set forth herein as "**Section III**" represent a minimum of required equipment and operational needs of the Mississippi Department of Wildlife, Fisheries, and Parks. The bidder may propose options above and beyond these specifications that best suit MDWFP's interests as determined by the agency. The bidder agrees to begin delivery within **90 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.

**3. BID ACCEPTANCE PERIOD**

The original bid form, request for quote form and execution of bid form, shall be signed and submitted in a sealed envelope or package to the Mississippi Department of Wildlife, Fisheries,

and Parks, 1505 Eastover Drive, Jackson, MS 39211, no later than the time and date specified for receipt of bids. 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 package 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 package by Support Services. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form and the request for quote formal form provided 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. The MDWFP reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the MDWFP 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 the service.

### 3.1 TIMELINE

Start Date <ul style="list-style-type: none"> <li>• First Date of Advertisement:</li> <li>• Second Date of Advertisement</li> </ul>	February 16, 2018 February 23, 2018
Bidder Submission Deadline Date and Time	March 8, 2018, 2:00 PM CST
Opening Date and Time	March 8, 2018, 2:00 PM CST
Email sent to Qualified Bidders of Auction Start Date/Time	March 22, 2018
Reverse Auction Start Date/Time	March 29, 2018, 8:00 AM – 4:30 PM CST
Bid Evaluations	April 5, 2018
Contract Intent to Award	April 12, 2018
Contract Approval	Unexecuted contract will require additional approval from DFA before it is awarded.

### 3.2. LATE SUBMISSIONS

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth (5<sup>th</sup>) calendar day before the date specified for receipt of bids. It must be determined by the MDWFP that the late receipt was due solely to mishandling by the MDWFP after receipt at the specified address.

The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper.

The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

**4. EXPENSES INCURRED IN PREPARING BID**

The MDWFP accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

**5. BID FORM**

All pricing must be submitted on the bid form and the request for quote form (Attachments B & C). Failure to complete and/or sign the bid form may result in the bidder being determined nonresponsive.

**5.1.1 BIDDER CERTIFICATION**

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

**6. REGISTRATION WITH MISSISSIPPI SECRETARY OF STATE**

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

**7. DEBARMENT**

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

**8. ADDITIONAL INFORMATION**

Questions about the contract or technical portions of the procurement document must be submitted in writing to Marilyn Watkins at 1505 Eastover Dr., Jackson, MS 39211, marilynw@mdwfp.state.ms.us or (601) 432.2195. Bidders are cautioned that any statements made by contact persons that cause a material change to any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

**9. PROTEST OF AWARD**

Any actual or prospective bidder or contractor who is aggrieved in connection with this solicitation or the outcome of the Invitation for Bids may file a protest with the Bid Coordinator, Marilyn Watkins. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is

based.

Protests shall be made in writing and shall be filed in duplicate within seven (7) days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Chief Procurement Officer or the head of a purchasing agency. Protests filed after the seven (7) day period shall not be considered.

10. **RECORD RETENTION AND ACCESS TO RECORDS.** Contractor/Vendor shall maintain, and shall make available to MDWFP or any state agency authorized to audit MDWFP, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State or Federal Government has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.
11. **MODIFICATION OR AMENDMENT.** Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties, in writing and signed by the parties hereto.
12. **ASSIGNMENT.** Contractor/Vendor may not assign or otherwise transfer its obligations or duties under this Contract without the prior written consent of MDWFP. Any attempt to assign or transfer the obligations and duties hereunder without such consent shall be void.
13. **WAIVER.** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power thereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.
14. **AVAILABILITY OF FUNDS.** It is expressly understood that the obligation of the MDWFP to proceed under this 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 any time, 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 the MDWFP, the MDWFP shall have the right upon ten (10) working days notice to the Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDWFP of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
15. **APPLICABLE LAW.** This Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor/Vendor shall comply with applicable Federal, State and local laws and regulations. Contractor/Vendor expressly agrees that under no circumstances shall MDWFP be obligated to pay an attorney's fee or the cost of legal action to Contractor/Vendor.
16. **SEVERABILITY.** If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid

and enforceable to the fullest extent permitted by law.

17. **DISPUTES.** Any dispute concerning a question of fact arising under this Contract shall be disposed of by good faith negotiation between a duly authorized representative of MDWFP and Contractor/Vendor. Should such negotiation fail to resolve any differences or disputes, the issue shall be submitted to litigation before a court of competent jurisdiction in Hinds County, State of Mississippi. Pending final decision of a dispute hereunder, the Contractor/Vendor shall proceed diligently with the performance of the duties and obligations of this Contract.
18. **COMPLIANCE WITH LAWS.** Contractor/Vendor understands that the MDWFP is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, creed, color, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and Contractor/Vendor agrees during the term of the agreement that Contractor/Vendor will strictly adhere to this policy in its employment practices and provision of services. Contractor/Vendor 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.
19. **E-VERIFICATION.** Contractor/Vendor 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/Vendor 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/Vendor 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 understands and agrees that any breach of these warranties may subject Contractor/Vendor 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/Vendor 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/Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
20. **REPRESENTATION REGARDING CONTINGENT FEES.** Contractor/Vendor 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 Howell Shooting Supplies Inc.'s bid or proposal.
21. **REPRESENTATION REGARDING GRATUITIES.** Contractor/Vendor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 9.105 of the Mississippi Procurement Manual.

**22. STOP WORK ORDER:**

- a. *Order to Stop Work:* The Procurement Officer may, by written order to Contractor/Vendor at any time, and without notice to any surety, require Contractor/Vendor 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 Contractor/Vendor, 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, Contractor/Vendor 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:
  - i. cancel the stop work order; or,
  - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor/Vendor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor/Vendor price, or both, and the contract shall be modified in writing accordingly, if:
  - i. the stop work order results in an increase in the time required for, or in Contractor/Vendor's cost properly allocable to, the performance of any part of this contract; and,
  - ii. Contractor/Vendor 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.
- c. *Termination of Stopped Work:* If a stop work order is not canceled 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.

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

**24. PAYMODE.** Payments by state agencies using the State's accounting system 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/Vendor's choice. The State may, at its sole discretion, require Contractor/Vendor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. The Contractor/Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

**25. PROCUREMENT REGULATIONS.** The contract shall be governed by the applicable provisions of the *Mississippi Procurement Manual*, a copy of which is available at 501 N. West St., 701 Woolfolk Building, Suite A, Jackson, MS or downloadable at [www.dfa.ms.gov](http://www.dfa.ms.gov).

**26. TERMINATION FOR CONVENIENCE.**

- a. *Termination.* MDWFP may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. MDWFP shall give written notice of the termination to Contractor/Vendor specifying the part of the contract terminated and when termination becomes effective.
- b. *Vendor's Obligations.* Contractor/Vendor shall incur no further obligations in connection with the terminate work and on the date set in the notice of termination Contractor/Vendor will stop work to the extent specified. Contractor/Vendor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor/Vendor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. MDWFP may direct Contractor/Vendor to assign Contractor/Vendor's right, title, and interest under terminated orders or subcontracts to the State. Contractor/Vendor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

**27. TERMINATION FOR DEFAULT.**

- a. *Default.* If Contractor/Vendor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, MDWFP may notify Contractor/Vendor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by MDWFP, such officer may terminate Contractor/Vendor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, MDWFP may procure similar supplies or services in a manner and upon terms deemed appropriate by MDWFP. Contractor/Vendor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Vendor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor/Vendor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor/Vendor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor/Vendor such sums as MDWFP deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the

excess costs incurred in procuring similar goods and services.

- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor/Vendor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor/Vendor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor/Vendor has notified MDWFP within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor/Vendor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor/Vendor to meet the contract requirements. Upon request of Contractor/Vendor, MDWFP shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor/Vendor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor/Vendor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**28. TERMINATION UPON BANKRUPTCY.** This contract may be terminated in whole or in part by MDWFP upon written notice to Contractor/Vendor, if Contractor/Vendor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor/Vendor of an assignment for the benefit of its creditors. In the event of such termination, Contractor/Vendor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

**29. 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.



- 30. TRANSPARENCY.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79- 23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor/Vendor 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.

## **SECTION II – A INSTRUCTIONS AND SPECIAL CONDITIONS**

The following section provides a DFA MAGIC Reverse Auction Bidders Training Guide. It includes detailed instructions on how to access the reverse auction event, including how to gain access to the system utilized and what technical requirements may be involved. However, no supplier may be prohibited from participating in person by paper through surrogate bidding.



## **MAGIC Reverse Auction Bidders Training Guide**

The MAGIC Reverse Auction Bidders Training Guide provides instructions for vendors to participate in Reverse Auctions. Vendors have the ability to submit bids electronically and view real time bid ranking. The identity of participating bidders will not be displayed to other bidders throughout the online auction process. However, bidders will be able to see the current best bid.

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### Technical Requirements

Bidders are responsible for ensuring technical requirements are met.

#### Acceptable Internet Browser(s)

- Microsoft Internet Explorer (IE) version 11
- 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

Note: Pop-up blocker must be turned off.

#### Java

- Reverse Auction requires Java version 6.30 or higher. Java can be downloaded from following Web site.

<https://www.java.com/en/download/>

### Login Procedure

Vendors must be registered in MAGIC in order to receive a User ID and password to log in. Vendors who are new to MAGIC may visit the [Vendor Information page](#) on DFA’s Web Site, or register online, [Vendor Registration](#).

To Log into MAGIC, open the following URL: <https://portal.magic.ms.gov/irj/portal>. Enter User ID and Password. The password is case sensitive.



### View Available Reverse Auctions

#### Search for Auction(s)

Listed below are the steps to search for a bid response.

1.) **Bidders must first respond to the RfX (RFQF) to be able to participate in the Reverse Auction.**

Instructions for creating a response to an RfX are available here, [RfX Response -Supplier Self Service](#).

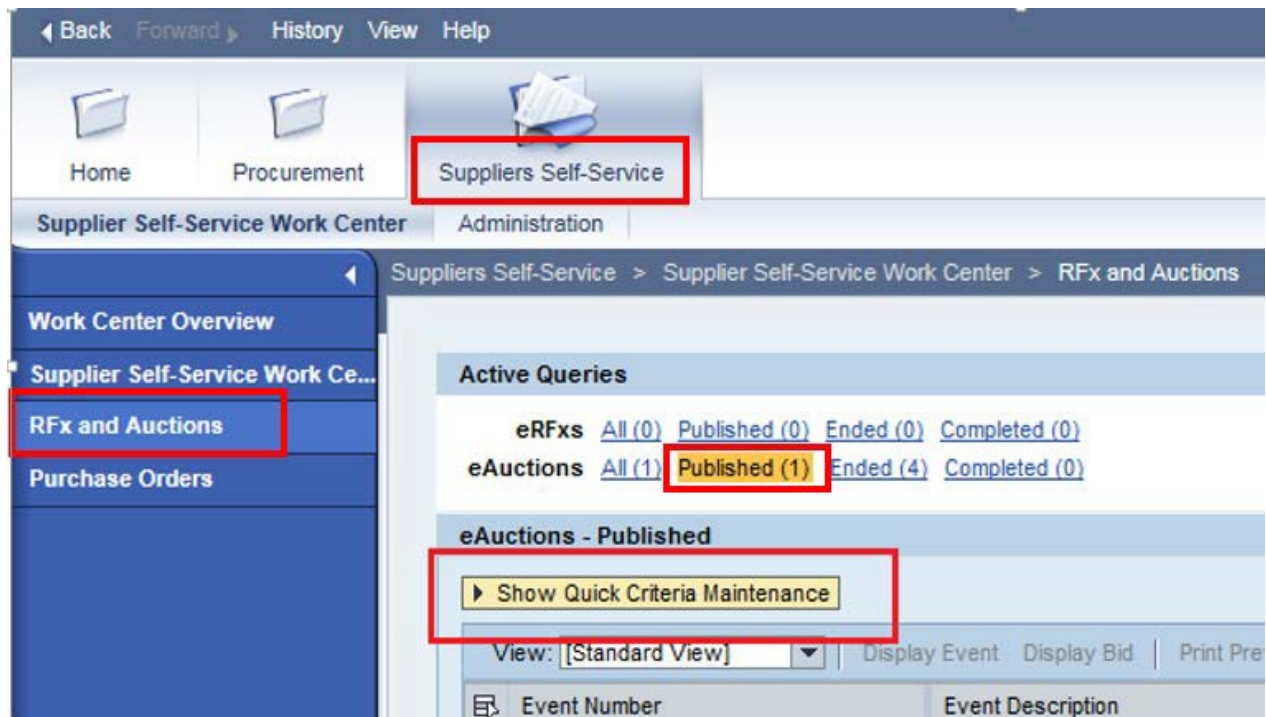
The RfX (RFQF)– Bid Specifications will provide details for qualifying criteria. Only bidders qualified through the RfX (RFQF) will be invited to participate in Reverse Auctions.

2.) To search for auctions, click on the **Suppliers Self-Service** tab.

3.) Select **RfX and Auctions** in the navigation menu on the left of the screen.

4.) Select the **Published** link on the eAuctions line of the Active Queries section.

Note: If the search fields are not visible, click the [Show Quick Criteria Maintenance](#) button to expand the search criteria.





## MAGIC Reverse Auction Bidders Instruction Guide

- 5.) Enter the search criteria. To find all available bid opportunities, skip to step (f).
  - a) Select **All** or **Published** to search for available Events (eAuctions).
  - b) Enter the appropriate *Quick Criteria Maintenance* fields: **Event Number** (Auction number) or complete any optional relevant search criteria.
  - c) Click on **Apply** to view all Auctions based on your search criteria.
  - d) To generate an updated search using the same selection criteria, click **Refresh** or skip to step (7).
- 6.) Click **Apply** to find available bid opportunities.
- 7.) In the results list, click on the **Event Number** to open the Auction details in a separate window. (Pop-up blocker must be turned off.)

The screenshot displays the MAGIC Supplier Self-Service Work Center interface. The top navigation bar includes links for Back, Forward, History, Favorites, View, and Help. The main content area is titled "Supplier Self-Service Work Center" and shows the "RFx and Auctions" section. The "Active Queries" section lists "eAuctions All (1) Published (1) Ended (0) Completed (0)". The "eAuctions - All" section shows the "Quick Criteria Maintenance" form with the following fields: Event Number (3300000092), Event Status (dropdown), Creation Date (calendar icon), Deadline Date Flag (dropdown), Status (dropdown), My RFx Responses From (dropdown), and Smart Number (text field). The "Apply" button is highlighted. Below the form, the "View" section shows "Standard View" and a "Refresh" button. The results table is displayed below:

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Bid Number	Bid Status
<a href="#">3300000092</a>	1130-18-R-RAEX-00002	English Auction	Active	10/20/2017	10/27/2017		No Bid Created



## MAGIC Reverse Auction Bidders Instruction Guide

### Display Auction Details

Listed below are the steps view the auction details and information regarding the auction.

- 1.) The Auction Details screen will be displayed. It is important to review the details prior to the Auction begin time. Bidding will not be available prior to the Auction Start Date / Time.

The table below list the fields and a brief description of the information available on the Auction Parameters sub-tab of the Auction Information tab.

**Display Auction: 3300000092**

Print Preview
Close
Live Auction

3 Days 11:41:05 Remaining Time
Number 3300000092
Name 1130-18-R-RAEX-00002
Owner First Last
Status Active
Currency USD
Start Date 20.10.2017 13:58:45 CST
End Date 27.10.2017 01:00:00 CST

Auction Information
Items
Notes and Attachments

Auction Parameters
Notes and Attachments

**Identification**  
Name: 1130-18-R-RAEX-00002  
Type: English Auction  
Product Category:  
Currency: USD

**Dates**  
Start Date: 10/20/2017 01:58:45 pm  
End Date: 10/27/2017 01:00:00 am  
Time Zone: CST

**Event Parameters**  
Bid Decrement: Absolute  
Bid Validation: New bid must beat overall best bid  
Follow On Document: Contract  
Sequential Line Items: ☐  
Sequential Initial Duration: 0  
Sequential End-Time Gap: 0

**Automatic Extensions:**  
Remaining Time Trigger: 0  
Extension Period: 0  
Number of Extensions: 0

**Status and Statistics**  
Creation Date: 10/03/2017 04:27:46 pm  
Created By: SRMBUYER04

Section	Field Name	Description
Identification	Name	Smart Number with details related to the RFx
	Type	English Auction is the standard for State of Mississippi
	Product Category	The 5 digit NIGP code (optional)
	Currency	US Dollar (USD)
Dates	Start Date	Begin Date and Time for the Live Auction
	End Date	Date and Time of Live Auction completion
	Time Zone	Central Standard Time (CST)
Event Parameters	Bid Decrement	The amount/percentage by which the next bid must decrease relevant to the current lowest bid.
	Bid Validation	Logic used to determine if the bid is valid.
	Follow On Document	Contract or Purchase Order
	Sequential Line Items	Enables sequential line item functionality to stagger end times.
	Sequential Initial Duration	The amount of time in between each line item end time.
Automatic	Sequential End-Time Gap	The time between item end times.
	Remaining Time Trigger	The time period before the end of the auction where an



## MAGIC Reverse Auction Bidders Instruction Guide

Extensions	Extension Period	extension can be triggered due to bid activity. Number of minutes, for which the auction will be extended if a bidder submits an offer within the Remaining Time Trigger period.
	Number of Extensions	The number of times an auction can be extended by bid activity within the Remaining Time Trigger.
Status and Statistics	Creation Date	The date and time the auction was created.
	Created By	The User ID of the Agency Buyer who created the auction.

### Display Line Items

Listed below is information regarding the line items associated with the auction.

1.) Click the **Items** tab to view the line items.

**Display Auction: 3300000092**

Print Preview | Close | Live Auction

3 Days 11:41:05 Remaining Time | Number 3300000092 | Name 1130-18-R-RAEX-00002 | Owner First Last | Status Active | Currency USD

Start Date 20.10.2017 13:58:45 CST | End Date 27.10.2017 01:00:00 CST

Auction Information | **Items** | Notes and Attachments

▼ Item Overview

Details | Copy | Paste | Expand All | Collapse All | Filter Settings

Line Number	Item Type	Product ID	Description	Lot	Quantity	Unit	Start Price	Bid Decrement Amount	Delivery Date	Notes	Attachments
1	Material		TEST 01		1,000	AU	10,000.00	10,00		0 / 0	0 / 0
2	Material		TEST 02		1,000	AU	10,000.00	10,00		0 / 0	0 / 0
3	Material		TEST 03		1,000	EA	10,000.00	10,00		0 / 0	0 / 0
4	Material		TEST 04		1,000	EA	10,000.00	10,00		0 / 0	0 / 0

If the items are in **Lots**, the main items will be listed with individual lot items below.

Number 3300000165 | Name 1130-18-R-RFQ-00007 | Type English Auction | Status Saved | Number of Bidders 11

Auction Information | Bidders | **Items** | Notes and Attachments | Bidder View | Tracking

▼ Item Overview

Details | Add Item | Copy | Paste | Duplicate | Delete

Line Number	Item Type	Product ID	Description	Lot	Product Category	Quantity	Unit	Start Price	Reference Price	Reserve Price	Price Unit	Bid Decrement
1			APRONS					0.00	0.00	0.00		
1.1	Material		Big		10004	300	EA			0.00		1
1.2	Material		Small		10004	400	EA			0.00		1
1.3	Material		Medium		10004	300	EA			0.00		1
2			UNIFORM					0.00	0.00	0.00		
2.1	Material		Big		10004	300	EA			0.00		1
2.2	Material		Small		10004	400	EA			0.00		1
2.3	Material		Medium		10004	300	EA			0.00		1
3			HATS					0.00	0.00	0.00		
3.1	Material		top hats		10004	1,000	EA			0.00		1
3.2	Material		cowboy hats		10004	5,000	EA			0.00		1
3.3	Material		baseball caps		10004	10,000	EA			0.00		1

2.) To view additional details for a line item, select the desired line and click the **Details** button.



## MAGIC Reverse Auction Bidders Instruction Guide

**Display Auction: 3300000092**

Print Preview | Close | Live Auction

3 Days 11:41:05 Remaining Time | Number 3300000092 | Name 1130-18-R-RAEX-00002 | Owner First Last | Status Active | Currency USD

Start Date 20.10.2017 13:58:45 CST | End Date 27.10.2017 01:00:00 CST

Auction Information | **Items** | Notes and Attachments

▼ Item Overview

Details | Copy | Paste | Expand All | Collapse All | Filter Settings

Line Number	Item Type	Product ID	Description	Lot	Quantity	Unit	Start Price	Bid Decrement Amount	Delivery Date	Notes	Attachments
1	Material	TEST 01			1,000	AU	10,000.00	10.00		0 / 0	0 / 0
2	Material	TEST 02			1,000	AU	10,000.00	10.00		0 / 0	0 / 0
3	Material	TEST 03			1,000	EA	10,000.00	10.00		0 / 0	0 / 0
4	Material	TEST 04			1,000	EA	10,000.00	10.00		0 / 0	0 / 0

3.) The details for the line item will be displayed.

Item 1 : TEST 01

Item Data | Notes and Attachments

Identification

Item Type: Material

Product ID:

Description: TEST 01

Product Category: 86300

Currency, Values and Pricing

Quantity / Unit: 1,000 AU

Price Per Unit: 1 Activity unit

Start Price: 10,000.00 USD

Ceiling Price: 0.00 USD

Bid Decrement Percent: 0.00

The table below list the fields and a brief description of the information available for each line item.

Section	Field Name	Description
Identification	Item Name	Type of item (Material)
	Product ID	11 digit material number
	Description	Detailed description of the item
	Product Category	The 5 digit NIGP code
Currency, Values, and Pricing	Quantity /Unit	The number of items / the Unit of Measure (i.e. EA for each)
	Price Per Unit	The individual price based on the Unit of Measure indicated.
	Start Price	Starting bid price of the item (Bids higher than the start price will not be accepted.)
	Ceiling Price	Ceiling Price is not used.
	Bid Decrement Percent	Bid decrement amount if percentage option is selected.
	Bid Decrement	Bid decrement amount if dollar amount option is selected.





## MAGIC Reverse Auction Bidders Instruction Guide

### Display Notes and Attachments

Click the **Notes and Attachments** tab to view supporting documents and/or notes associated with the auction.

**Display Auction: 3300000092**

Print Preview | | Close | Live Auction

3 Days 11:31:45 Remaining Time | Number 3300000092 | Name 1130-18-R-RAEX-00002 | Owner First Last | Status Active | Currency USD  
Start Date 20.10.2017 13:58:45 CST | End Date 27.10.2017 01:00:00 CST

Auction Information | Items | **Notes and Attachments**

▼ Notes

Add | Clear

Assigned To	Category	Text Preview

▼ Attachments

Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by
Document Header	Standard Attachment	test	3160000714.MHTML	1		<input type="checkbox"/>	MHTML	55	SRMBUYER04

### Participating in a Live Auction

After completing the steps above to find a desired auction, the steps below can be used to participate in the Live Auction process.

- 1.) With the Auction displayed, click the **Live Auction** button.

**Display Auction: 3300000092**

Print Preview | | Close | **Live Auction**

3 Days 11:25:52 Remaining Time | Number 3300000092 | Name 1130-18-R-RAEX-00002 | Owner First Last | Status Active | Currency USD  
Start Date 20.10.2017 13:58:45 CST | End Date 27.10.2017 01:00:00 CST

Auction Information | Items | Notes and Attachments

- 2.) A pop-up window will appear containing Terms and Conditions to participate in the Live Auction. Review all terms and conditions. If you agree, click **Accept**. If you click **Decline** you will not be allowed to participate in the Live Auction.

If the agency did not establish Terms and Conditions this screen will not be displayed.

Terms and Conditions

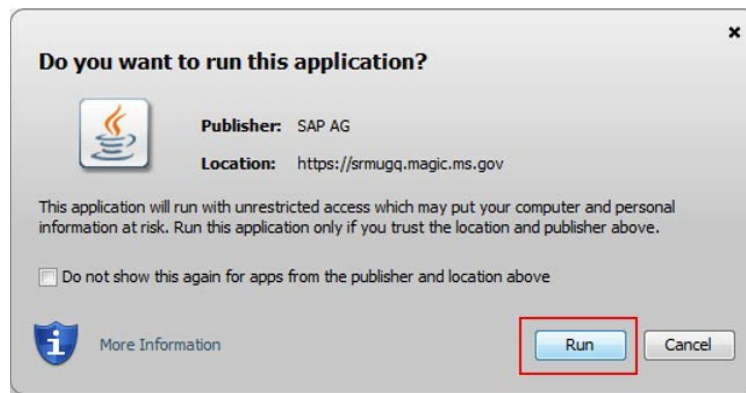
These are the conditions of participation. Do you Accept?

☐ Accept ☐ Decline



## MAGIC Reverse Auction Bidders Instruction Guide

3.) If any pop-ups appear asking for a confirmation to run the JAVA application, click **Run**.







4.) The Live Auction bidding screen will be displayed. If you receive any error messages, please ask your company's system administrator to verify your computer's technical requirements.

### Live Auction Cockpit

The Live Auction Cockpit will be displayed when the JAVA application has run.

Listed below is information regarding key items for the Live Auction Cockpit. The steps for submitting a response are located on the next page.

Live Auction Cockpit												
Name: 1130-18-R-RFQI-00030				Requester: 1130_SRGBOS1								
Number: 3300000163				Currency: USD				Start Date: 08/23/2017 10:38:30 AM CDT				
Rule Profile: Reverse auction with broken lot, full quantity, anonymous bidding								End Date: 08/23/2017 10:50:00 AM CDT				
Description:								Time Remaining: 00:08:06 (Active)				
Item	Description	Quantity	Unit	Price Unit	Start Price	Decrement	Rank	My Bid	My Bid Value	Best Bid	Next Valid Bid	Bid Price
1	Pencils	100	each	1	19.00	-	-	-	-	10.00	10.00	
2	Pens	200	Case	1	20.00	-	-	-	-	11.00	11.00	
3	Folders	300	Pail	1	29.00	-	-	-	-	22.00	22.00	
4	Books	400	Drum	1	34.00	-	-	-	-	28.00	28.00	
												Total Value of M
 Details		Item	1									
 History		Description	Pencils									
 Charts		Quantity	100									
 Calculation		Unit	each									
		Price Unit	1									
		Currency	USD									
		Start Price	19.00									
		Decrement	0.00									
		Revision Level										
		Supplier Text										



## MAGIC Reverse Auction Bidders Instruction Guide


Field Name	Description
Start Date	Date and Time the Live Auction starts
End Date	Date and Time the Live Auction ends
Time Remaining	The time remaining for the Live Auction
Description	Line item description
Quantity	Line item quantity
Unit	Line item unit
Price Unit	Line item price per unit
Start Price	The initial price for the line item.
Best Bid	The lowest bid that has been submitted, to date, for that line item. This field will be blank until the first bid has been submitted.
Next Valid Bid	The next price that is allowed to be bid for that line item. It is determined by subtracting the decrement amount from the best bid amount.
Bid Price	Your bid for the item. Your bid should be equal or less than the next valid bid field.  For instructions on how to enter your bid price, see the next page.

### Submitting a Bid Response

The steps below must be completed for each separate line item you wish to bid on.

1. Click desired line item.
2. Enter the price in the **Bid Price** field(s) for the items you wish to bid on.

### Live Auction Cockpit



Name: 1130-18-R-RFQF-00025      Requester: 1130\_SRMBS01

Number: 3300000120      Currency: USD      Start Date: 10/16/2017 10:06:00 AM CDT

Rule Profile: Reverse auction with broken lot, full quantity, anonymous bidding      End Date: 10/19/2017 9:59:00 AM CDT

Description:      Time Remaining: 00:00:00 (Ended)

Item	Description	Quantity	Unit	Price Unit	Start Price	Decrement	Rank	My Bid	My Bid Value	Best Bid	Next Valid Bid	Bid Price
1	Test Material 01	10	each	1	1,000.00	10.00	1	660.00	6,600.00	660.00	650.00	
2	Test Material 02	12	each	1	1,000.00	10.00	1	660.00	7,920.00	660.00	650.00	
3	Test Material 03	15	each	1	1,500.00	10.00	1	870.00	13,050.00	870.00	860.00	
4	Test Material 04	20	each	1	2,000.00	10.00	1	872.00	17,440.00	872.00	862.00	

Total Value of My Bids 45,010.00      Total Bid Value:

Submit



## MAGIC Reverse Auction Bidders Instruction Guide

- Click the **Submit** button. The submit button may be submitted after each line item price is entered or after you enter the price for all line items you wish to bid on.

**Live Auction Cockpit**

Name: 1130-18-R-RFQF-00025  
Number: 3300000120  
Rule Profile: Reverse auction with broken lot, full quantity, anonymous bidding  
Description:

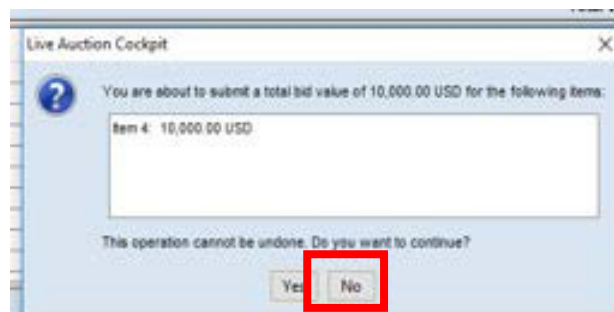
Currency: USD  
Requester: 1130\_SRMBOS1  
Start Date: 10/16/2017 10:06:00 AM CDT  
End Date: 10/19/2017 9:59:00 AM CDT  
Time Remaining: 00:00:00 (Ended)

Item	Description	Quantity	Unit	Price Unit	Start Price	Decrement	Rank	My Bid	My Bid Value	Best Bid	Next Valid Bid	Bid Price
1	Test Material 01	10	each	1	1,000.00	10.00	1	660.00	6,600.00	660.00	650.00	
2	Test Material 02	12	each	1	1,000.00	10.00	1	660.00	7,920.00	660.00	650.00	
3	Test Material 03	15	each	1	1,500.00	10.00	1	870.00	13,050.00	870.00	860.00	
4	Test Material 04	20	each	1	2,000.00	10.00	1	872.00	17,440.00	872.00	862.00	

Total Value of My Bids 45,010.00Total Bid Value:

Submit

- A confirmation pop-up window will be displayed. The bid value (by line item) will be display the total of the Unit Price times the Quantity for that item. If the bid amount(s) are correct, click **Yes**. If the bid amount(s) are incorrect, click **No** and repeat the steps above to enter the correct bid amounts.



- A confirmation of a successful bid submission will be displayed in the Chat Window.

Note: Erroneous bids may be deleted by the agency during the live auction.

### Chat and System Messages

06/07/2017 10:27:40 AM CDT [System]: Your bid for line item 1 has been successfully submitted  
06/07/2017 10:27:40 AM CDT [System]: Your bid for line item 2 has been successfully submitted  
06/07/2017 10:27:40 AM CDT [System]: Your bid for line item 3 has been successfully submitted

- Repeat steps 1 – 5 for each desired line item.



## MAGIC Reverse Auction Bidders Instruction Guide

### Chat and System Messages

The Chat and System Messages area is used for viewing chat messages from an agency buyer and information messages automatically generated by MAGIC.

Below are helpful hints in using the chat feature:

<b>A bidder CAN:</b>	Send a message to an agency buyer. Type the message in the message box and click <b>Send</b> .
	See broadcast messages from the agency buyer to ALL bidders.
	See messages regarding the status of the auction (e.g. paused, resumed, or extended)
<b>A bidder CANNOT:</b>	Send a message to other bidders of the auction.
	See messages sent to an agency by other bidders.
	See messages sent to other bidders from the agency buyer.

Chat and System Messages

Participating Bidders 5

Purchaser Status Offline

☒ Display Time Stamp

All Messages ▾

Please send me.....

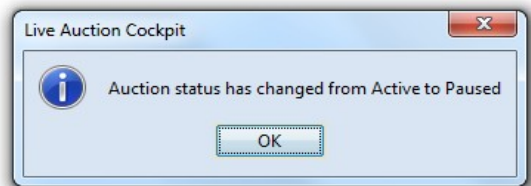
Send



## MAGIC Reverse Auction Bidders Instruction Guide

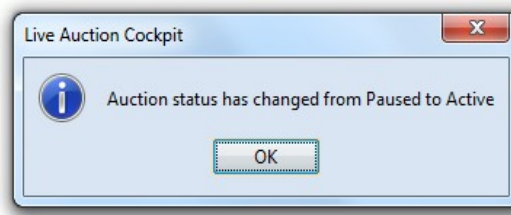
### Pausing and/or Resuming an Auction

If necessary, the agency buyer can pause the Live Auction bidding. In such cases, the auction status will be changed from “Active” to “Paused”. A system alert will appear on the screen.

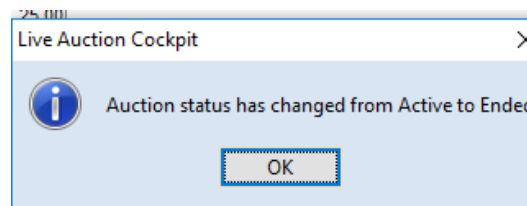


**The countdown clock will not stop running while the auction is paused. The time remaining and end date / time are not affected or extended automatically.**

When the agency buyer resumes the auction the auction status will be changed from “Paused” to “Active”. A system alert will appear on the screen.



Once the auction has ended, a notification will display.



### SECTION III SPECIFICATIONS

1. 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 MDWFP will not satisfy this provision.
2. The specifications set forth herein as “**Section III**” represent a minimum of required equipment and operational needs of the Mississippi Department of Wildlife, Fisheries, and Parks. The bidder may propose options above and beyond these specifications that best suit MDWFP’s interests as determined by the agency.
3. The bidder agrees to begin delivery within **90 days** of award. Failure to do so may result in cancellation of award. If cancellation of award occurs, new award will be made to the next lowest bidder meeting required specifications.
4. Respond “Yes” or “No” to indicate compliance to the specifications for each listed criterion and add comments as needed. Submit completed specifications checklist with bid package.

**Functional Specifications for the purchase of Maritime Armor for MDWFP Law Enforcement**  
**(Must meet or exceed the following minimum specifications and requirements)**

The Mississippi Department of Wildlife, Fisheries, and Parks Special Response Team (MDWFP, SRT) is currently interested in securing specialized body armor to meet our non-traditional, law enforcement needs. Noted below are the specifications needed.

Please respond to each general specification with regards to the organization's capacity to provide the specified item or item(s). This is a yes/no format only.

Compliance		ITEM SPECIFICATION
yes	no	Multicam Color for Carrier, Holster, Magazine Pouches, Etc.
yes	no	Maritime Floatation Carrier
yes	no	Maritime Floatation Cumberbund
yes	no	Minimum Positive Floatation: 70 pounds
yes	no	Floatation Carrier must maintain positive floatation and ballastic protection while deployed
yes	no	Armor level 3 SA+ plates
yes	no	Armor side plates 3 SA+
yes	no	Acrylic polyvinyl (ex: Kydex) Multicam holster
yes	no	Multicam Magazine Holder
yes	no	Multicam Radio Pouch/Holder
yes	no	Multicam General Purpose Pouch





**MS DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS**  
**1505 EASTOVER DRIVE, JACKSON, MS 39211-6374**

**BID COVER SHEET**  
**ATTACHMENT A**

**RFX #: 1464-18-R-RFQF-00005**

The MDWFP is seeking to receive bids for RFX #: 1464-18-R-RFQF-00005 which is for the purchase of:  
Maritime Armor for Aquatic Law Enforcement.

Bids are to be submitted online in MAGIC or by paper submission, on or before March 8, 2018 at 2:00 PM CST.

**PLEASE MARK YOUR ENVELOPE:**

**RFX #: 1464-18-R-RFQF-00005**  
**Opening Date: March 8, 2018, 2:00 PM CST**  
**Mississippi Department of Wildlife, Fisheries, and Parks**  
**ATTN: Marilyn Watkins**  
**1505 Eastover Drive**  
**Jackson, MS 39211**

**SEALED BID – DO NOT OPEN**

Company Name: \_\_\_\_\_

Quoted by: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street/P.O. Box)

\_\_\_\_\_  
(City) (State) (Zip Code)

Company Representative: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



RFX #: 1464-18-R-RFQF-00005

Company	Company Representative	Telephone

The pricing quoted must be inclusive of, but not limited to the following:

- All required equipment and materials
- All required insurance
- All required overhead
- All required profit
- All required transportation
- All required labor
- All required business and professional licenses, permits, fees, etc. (if any)
- Any and all other costs associated with performing the services

The pricing must include ALL associated costs with no additional or hidden fees.

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Invitation for Bids, 1464-18-R-RFQF-00005, and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, 1464-18-R-RFQF-00005, and the attachments herein;
3. That the company agrees to all provisions of this Invitation for Bids, 1464-18-R-RFQF-00005, and the attachments herein;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment B**; and
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bids.

**Printed Name:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_

**RFX #: 1464-18-R-RFQF-00005**

**ATTN:** MARILYN M. WATKINS, DRPH  
1505 EASTOVER DRIVE  
JACKSON, MS 39211  
TELEPHONE: 601.432.2195  
EMAIL: MARILYNW@MDWFP.STATE.MS.US

<b>FROM:</b>	NAME:			PHONE:
	COMPANY:			FAX:
	ADDRESS:			EMAIL:
	CITY:	ST:	ZIP CODE:	

DATE:  
QUOTE #:  
QUOTE EXPIRATION DATE:

BRIEF DESCRIPTION OF COMMODITIES TO BE PURCHASED: Maritime Armor for Aquatic Law Enforcement		
	TOTAL PRICE	

Having examined the specifications of this project, the undersigned proposes to perform as per specified for the price shown above.

Quotation prepared by: \_\_\_\_\_

Name	Title	Signature	Date
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**THANK YOU FOR YOUR BUSINESS!**



RFX #: 1464-18-R-RFQF-00005

**BRIEF DESCRIPTION: Maritime Armor for Aquatic Law Enforcement**

**EXECUTION OF BID MUST BE SIGNED IN INK**

In compliance with this request for bid and subject to all the conditions and specifications listed herein, the undersigned offers and agrees to furnish any or all of the items upon which prices are quoted, at the price set opposite each item.

**Bidder Information:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

(Street/P.O. Box)

(City)

(State)

(Zip Code)

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

\*(Member of Business/Corporation or Person Authorized to Sign on Behalf of Business)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Acknowledgment of Amendments: (if applicable)**

Amendment No. 1 \_\_\_\_\_

Amendment No. 2 \_\_\_\_\_

**\*Signature of bidder must be in ink**

**Printed Name/Title:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_