

INSTRUCTIONS AND SPECIAL CONDITIONS

FOR

AUTOMOTIVE BATTERIES

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1. SCOPE

- 1.1 Purpose. The purpose of this Invitation to Bid is to establish a source or sources of supply for the purchase of Automotive Batteries by all state agencies and by governing authorities within the geographic limits of the State of Mississippi.
- 1.2 Term. The term of the Contract shall be for a period of twelve (12) months, with an option to renew for an additional four (4) twelve (12) month periods provided, however, that any contract extension shall be at no increase in price. The effective date is expected to be February 1, 2021. The Office of Purchasing, Travel and Fleet Management reserves the right to extend the term, when necessary, to continue a source or sources 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(s) and shall not exceed three (3) months.
- 1.3 Volume. The total quantity of purchases of any individual commodity on the Contract is not known. The usage shown in the State of Mississippi e-procurement system is the usage for a nine-month period. The Office of Purchasing, Travel and Fleet Management does not guarantee that the State will buy any specified commodity or any total amount. The omission of an estimated purchase quantity does not indicate a lack of need, but rather a lack of historical purchase information. All orders received by the Contractor during the term of the Contract shall be filled in accordance with the terms and conditions hereinafter set forth.
- 1.4 Statewide Term Contract. A Statewide Term Contract will be awarded by The Office of Purchasing, Travel and Fleet Management pursuant to Mississippi law and the provisions contained herein.
- 1.5 Restriction. No purchases are to be made from this Contract of any commodity that is not listed or of any item that is currently authorized under any Contract awarded prior to this Contract except as authorized in Special Condition 2.5.
- 1.6 Additions/Deletions/Changes. The Office of Purchasing, Travel and Fleet Management reserves the right to add items and/or Contractors and to make other changes that is within the original scope of the Contract during the term of the Contract. Any such change will be made through the competitive bid process.
- 1.7 Exemptions/Special Conditions. The Office of Purchasing, Travel and Fleet Management reserves the right to authorize agencies to make purchases outside the terms of this contract if it is deemed to be in the best interest of the Agency and the State and in compliance with statutory bidding requirements.

2. SPECIAL CONDITIONS

- 2.1 Bids Based on State Specifications. Bids are requested on commodities that meet the

specifications (Refer to General Conditions 1.4 and 1.5).

- 2.2 Firm Bid Price Period. Prices quoted shall be firm for the term of the contract except the State shall be advised of, and receive the benefit of, any price decrease.
- 2.3 Price Increase Rejected. Re: 2.2 above. Any request for price increase during the term of the contract will be rejected. Should this rejection result in a cancellation of the Contract, a new Contract will be established as per prescribed competitive bid procedures and bids submitted by the Vendor causing cancellation will not be considered. Further, that Vendor shall be disqualified from bidding for a period of 24 months.
- 2.4 Freight F.O.B.: Agencies and Governing Authorities. All quotations shall be F.O.B. destination except as noted below: The term f.o.b. destination shall mean delivered and unloaded inside the state agency and when applicable, any local government agency within the State of Mississippi, with all charges for transportation and unloading paid by the Contractor.
- 2.5 Minimum Order Quantity. The minimum order quantity is two (2) batteries. State agencies purchasing only one (1) battery will not be required to buy from the contract vendor. Vendors may honor the price for orders of less than two (2) batteries.
- 2.6 Delivery. The contractor shall be required to maintain or to have available for his own use an inventory sufficient to make shipment within the time stated in the bid. Maximum delivery is six (6) days after receipt of order (ARO). Bids that indicate a delivery time of greater than 6 days ARO will be rejected.
- 2.7 Installation of Batteries. All batteries furnished under these provisions shall be ready to use and installed free of charge when the vehicle is at the contractor's location. **The contractor shall list all locations that will honor the prices quoted herein, and will install the battery in accordance with the provisions herein.**
- 2.8 Packaging. All packaging shall conform to the current standards acceptable to the trade and required by Interstate Commerce Commission (ICC) regulations.
- 2.9 Information and Descriptive Literature. Complete product information, including technical and descriptive literature, should be submitted with bid. Information submitted should be sufficiently detailed to substantiate that products offered meet or exceed the specifications. The shipping weight of each battery bid should be a part of the information submitted.
- 2.10 Reports. At the request of the Office of Purchasing, Travel, and Fleet Management, Contractors shall furnish a complete summary of all items sold during the contract period. This summary shall include item number, description of item, units sold and prices.
- An additional report must indicate each state agency and other governmental entity to which sales have been made, the location of each, and the total dollar sales generated to date. Failure to comply with this request will result in disqualification from bidding.
- 2.11 Governmental Restrictions. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify this Office at once indicating in his letter the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

- 2.12 Notice of Award Review. Upon completion of the bid evaluation process, The Office of Purchasing, Travel and Fleet Management will distribute a Notice of Award through the State of Mississippi e- procurement system, to the vendor or vendors who have submitted the apparent low bid(s) meeting specifications.
- 2.13 Discrimination. The bidder understands that the State is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other such discrimination; and the bidder, by signing this bid, agrees during the term of the agreement that the bidder will strictly adhere to this policy in its employment practices and provision of products or services.
- 2.14 Minority Vendor Status. Bidders should indicate if they or any of the distributors they list are considered Minority Vendors. Minority Vendor means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged, and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637(a). **MINORITY** as used in this provision means a person who is a citizen or lawful permanent resident of the United States and who is: Black Americans - racial groups of Africa; Hispanic Americans - of Mexican, Puerto Rican, Cuban, Central/South America, Spanish or Portuguese culture or origin; Native Americans - origin in any of the original peoples of North America; Asian Pacific Americans - origins of the Far East, Southeast Asia, the Indian subcontinent; or a Woman.
- 2.15 E-Verify Compliance - If applicable, Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor/Seller further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor/Seller to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; (2) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or (3) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.
- 2.16 Procurement Card. The vendors awarded this automotive batteries contract will be required to accept the State of Mississippi Small Purchase Procurement Card for purchases of contract items.

3. BID INSTRUCTION

3.1 **Bid Package.** The bid package consists of the following:

- General Conditions
- Instructions and Special Conditions
- Specifications

3.2 **Submission of Bids.** All bids must be submitted electronically through the State of Mississippi e-procurement system or submitted by paper to the Office of Purchasing Travel and Fleet Management.

3.3 **Manufacturer Name.** You must enter the brand name of the item being bid in the space provided in the State of Mississippi e-procurement system. Failure to include this information shall result in your bid being rejected.

3.4 **Make/Model.** You must enter the item or product number as it appears in your catalog or on your price list in the space provided in the State of Mississippi e-procurement system. Failure to include this information shall result in your bid being rejected.

3.5 **Complete Bid.** Since the bid will be awarded to the lowest bottom line figure, bidder must bid on all items listed or your bid will be rejected.

4. EVALUATION AND AWARD

4.1 **Rejection.** The Office of Purchasing, Travel and Fleet Management reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the State.

4.2 **Bidder's Qualification.** Bidders must, upon request of the State, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Office of Purchasing, Travel and Fleet Management reserves the right to make the final determination as to the bidder's ability.

4.3 **Single Award.** The State will award a single Contract to one vendor for all the items listed.

4.4 **Award Criteria.** The award will be made to the best bid. Factors to be considered in determining the best bid or bids include:

- Bottom Line Figure
- Conformity with Specifications
- Responsibility of the Bidder

5. CONTRACT ADMINISTRATION

5.1 **Contract Compliance.** All bidders should note that the awarded vendor will be expected to meet all specifications of this bid. As per Section 17.1 of the General Conditions, any failure to perform is cause for cancellation of a bid contract. Contract will be monitored closely to ensure vendor compliance. If problems occur, they will be reviewed and discussed with the vendor and the vendor will be expected to rectify all problems promptly. Once The Office of Purchasing, Travel and Fleet Management has received five (5) written, substantiated and verified complaints on an awarded vendor regarding noncompliance of any of the contract

terms and conditions, that vendor's contract will be canceled and that vendor will be removed from the bidders list for a period of twenty-four (24) months.

- 5.2 Inquiries. Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to the Department of Finance and Administration, Office of Purchasing and Travel, 701 Woolfolk Building, Suite A, 501 North West Street, Jackson, MS 39201; Phone: 601-359-3409.
- 5.3 Assignment. No Contract may be assigned, sublet, or transferred without the written consent of the Director, Office of Purchasing and Travel.
- 5.4 Contract Distribution. After Contract is awarded, it will be available on the following websites:

https://www.ms.gov/dfa/contract_bid_search/Contract?autoloadGridFalse

<http://www.dfa.ms.gov/dfa-offices/purchasing-travel-and-fleet-management/bureau-of-purchasing-and-contracting/contracts/>

- 5.5 Billing Instructions. Invoices are to be billed to the address shown on individual Purchase Orders.
- 5.6 Invoices and Payments. After merchandise has been received and invoices submitted to the using agency, it shall be the responsibility of the using agency to make prompt payment. Any questions concerning payment should be addressed to the user agency.

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

- 5.7 Bid Tabulation Review. All vendors are invited and encouraged to attend the bid opening meeting. After the close of the bid-opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by vendors. Upon completion of the evaluation process, the Office of Purchasing, Travel and Fleet Management will distribute letters to the vendors who have submitted the apparent low bid(s) meeting specifications. (See Notice of Award Review.)

Vendors may request copies of bid tabulations and evaluations pursuant to the Public Records Request Act of 1983, MS Code 25-61-1 et seq.

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

- Bid Opening Meeting: December 22, 2020, 2:00 p.m.
- Evaluation Process: December 23, 2020 – January 4, 2021
- Distribution of Apparent Award: January 5, 2021
- Evaluation Review Period: January 5 - January 15, 2021
- Evaluation Review Deadline: January 15, 2021
- Effective Date: February 1, 2021

This Schedule may be revised to later dates if situations warrant such revisions.

6. SPECIFICATIONS

6.1 Specifications Based on Standard State Specifications. All items must equal or exceed the specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used. Bidders must, when requested, submit for bid evaluation applicable cuts, sketches, descriptive literature and technical specifications covering the product offered. Reference to literature submitted previously will not satisfy this provision.

If there is a conflict between the information in the General Conditions and the Instructions and Special Conditions, the information in the Instructions and Special Conditions takes precedence.