



STATE OF MISSISSIPPI

PROPOSAL FORMAT AND GUIDELINES

FURNITURE

RFx: 3130000750

**CAFETERIA, DORMITORY, LIBRARY, LOUNGE, MODULAR OFFICE, SCHOOL
FURNITURE, SEATING, WOOD DESKS AND WOOD CREDENZAS**

**DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING AND TRAVEL
701 WOOLFOLK BUILDING, SUITE A
501 NORTH WEST STREET
JACKSON, MISSISSIPPI 39201**

PROPOSAL FORMAT AND GUIDELINES

CAFETERIA, DORMITORY, LIBRARY SHELVING AND RELATED ITEMS, LOUNGE, MODULAR OFFICE, SCHOOL FURNITURE, SEATING, WOOD DESKS AND WOOD CREDENZAS

RFx Number: 3130000750

Manufacturers interested in entering into a nonexclusive, negotiated contract for the commodity listed above with the State of Mississippi, Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management should submit a proposal electronically through the State of Mississippi e-procurement or by mail, which must include all information requested in this Proposal Format and Guidelines. No costs or expenses associated with providing this information in the required format shall be charged to the State of Mississippi. All required documents must be attached as separate documents or on the same jump drive if mailing. It is the responsibility of the Manufacturer to verify that all of the requirements for submitting the proposal have been fulfilled and that manufacturers are in agreement with the attached General Conditions for Negotiated Contracts document dated December 2017. All required documentation must be completed and submitted in their entirety by the deadline date. When naming documents for the jump drive, do not include any special characters and if there are catalogs, save as a zip file. *Please do not send hard copy of catalogs or brochures.*

Registration - State of Mississippi E- Procurement System

Please note: It shall be the responsibility of each manufacturer to ensure that your profile is current in our e-procurement system. The website to register as a vendor with the State of Mississippi is: <http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/>. If you currently have a State Contract for the commodity listed above and you are unsure of your vendor number, please contact Ramona Jones at Ramona.Jones@dfa.ms.gov or 601-359-9335. *For all other questions regarding this contract, please contact the responsible individuals listed at the end of this Proposal.*

State contract vendors that do not have a MAGIC User Id and password, an email should be sent to mash@dfa.ms.gov. Enter "Vendor ID Request" as the email Subject, and include the following information in your email:

- MAGIC Vendor Number
- Vendor Name
- Contact Name
- Contact Email Address
- Contact Phone Number

Current information such as e-mail addresses, contact person(s), phone number(s), etc., must be updated whenever there are any changes to your profile. Also it shall be the responsibility of the manufacturer to ensure that all dealers listed on your dealers' list are registered with their current information. If a dealer is not registered, they will not be listed in the State's online ordering and will not receive any orders from State Agencies.

For online learning instructions on submitting your Proposal electronically, select "Supplier Training" from the link listed above. Select the LOG820 Supplier Self-Service Course link and then click "Launch Course" or follow this link for instructions <http://www.dfa.ms.gov/media/1690/index.pdf>.

I. Proposal Letter

Submit a signed letter electronically in the State of Mississippi e-procurement system or on the jump drive from an authorized representative of the Manufacturer indicating the Manufacturer's interest in entering into a state contract for the items being proposed. This letter should include company name, location address, mailing address, telephone number, fax number, email address, website address,

(if applicable) and name of authorized representative submitting proposal. By signing this letter, the Manufacturer is certifying that neither the vendor nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in Federal assistance programs.

II. Furniture Catalog(s)/Price List Spreadsheet

Manufacturers are required to provide a Furniture Catalog(s)/Pricing List Spreadsheet with pricing in an Excel format or pdf on the jump drive or in the State of Mississippi e-procurement system.

If your company is listed on a GSA contract, a copy of your current price list must be submitted. Discounts shall be competitive when compared to prices and discounts received by the GSA, other state governments, and large volume commercial customers.

III. Furniture Catalog/Category Spreadsheet

Manufacturers are required to complete the attached Furniture Catalog/Category Spreadsheet. This spreadsheet should be included on the jump drive or in the State of Mississippi e-procurement system.

IV. Discounts

The percent discount offered to the State shall be a minimum of 40% off the list price for all furniture categories installed and delivered and a minimum of 50% off all furniture categories dock delivered.

Entities making purchases over \$50,000 may consider obtaining two competitive quotes from the authorized dealers' list on a manufacturer's contract. When requested, those manufacturers that do not have a dealers' list should be prepared to submit a quote.

V. Length of Price Guarantee

Pricing shall be firm for a 12-month period. Price increases are not allowed during the term of the contract.

VI. Transportation Terms

All proposals must include a minimum 40% discount for "Delivered and Installed" and a minimum 50% discount for "Dock Delivered". A proposal submitted with only a "Dock Delivered" discount will NOT be accepted. The intent of the "Dock Delivered" discount is for the state entity to have the option of choosing a better discount for products they do not need the vendor to install.

For "Delivered and Installed", transportation terms shall be F.O.B. destination, freight and installation cost prepaid. The term f.o.b. destination shall mean delivered and installed inside any state

agency or local government agency within the State of Mississippi with all charges for transportation and installation paid by the vendor. On orders less than \$1000.00 the freight only charge shall be prepaid by the vendor and may be added to the invoice. The vendor must include proof of actual shipping charges with the invoice.

For "Dock Delivered", transportation terms shall mean F.O.B. destination, freight charges paid by the vendor to the dock only. No installation included. On orders less than \$1000.00 the freight only charge shall be prepaid by the vendor and may be added to the invoice. The vendor must include proof of actual shipping charges with the invoice.

All freight and shipping costs are the responsibility of the Vendor and are not reimbursable. All items must be transported F.O.B. Destination.

Cost of design fees are not considered a part of this agreement and must be negotiated with the buying entity.

VII. Invoices and Payment Terms

MS Code Section 31-7-305(3) allows a state entity to pay invoices within 45 days without penalty.

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

VIII. Distribution and Dealers' List

The Office of Purchasing, Travel and Fleet Management prefers to have these contracts established with the Manufacturer. All authorized distributors shall be listed on the provided Excel distributor's list. It is the Manufacturer's responsibility to keep this list updated during the contract period. Dealers/Distributors must be registered in the State's e-procurement system.

We will **not** enter into more than one contract for any single brand. An authorized dealer/sales representative may enter into a contract on behalf of the manufacturer by submitting a letter from the Manufacturer authorizing them to do so. This letter must be on the Manufacturer's official stationary, signed by the Manufacturer's appropriate personnel or his/her designee stating that the authorized dealer/sales representative has permission to enter into a contract with the State of Mississippi on behalf of the Manufacturer. The letter should include the name of the authorized representative, location address, mailing address, telephone number, toll free number (if applicable), fax number and e-mail address.

Minority Vendor Status - Vendors should indicate if they or any of the distributors they list are considered Minority Vendors by placing "MV", for Minority Vendor, in the appropriate column on the spreadsheet. 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.

IX. Purchase Summary

If Manufacturer currently has a contract with the State of Mississippi, a purchase summary is required. The summary should only include sales to State agencies and governing authorities. Please do not include sales to nongovernmental entities. Complete the attached excel spreadsheet for the current contract period *starting July 1, 2017*. This purchase summary must be attached with the proposal on the required jump drive and in the State of Mississippi e-procurement system.

Please Note: Because of the expense associated with the maintenance of this type of contract, it has been determined that a lack of sales activity under \$25,000 for two consecutive years will be cause for rejection of a new contract for a period of two years.

X. Award of Contract

New contracts will be awarded to all Manufacturers that submit proposals that are in compliance with this format and are proposing competitive prices. Any requested information not submitted may be cause for the contract proposal to be denied.

If you currently have a State Contract and your information is not received by the required submission date, the contract will expire and you will be denied a new contract for a period of two years.

XI. 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 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, Vendor 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.

XII. Maximum Order Limitation

Orders will be limited to the MOL (maximum order limitation) limit of \$500,000 net purchase price after discount.

XIII. NO MISC. OFFICE PRODUCTS, VERTICAL OR LATERAL FILES OR PANEL SYSTEMS FURNITURE WILL BE ALLOWED. IF YOU SELL THESE PRODUCTS, PLEASE REMOVE FROM YOUR CATALOG.

The only items that will be included in the cafeteria, dormitory, library, lounge, modular office, school furniture, seating, wood desks and wood credenzas contracts are as follows:

A. Cafeteria Furniture

1. Mobile tables on rollers with or without benches or stools.
2. Round and rectangular cafeteria tables without benches or stools

B. Dormitory Furniture

1. Metal, wood, or wood clad metal wardrobes, beds and mattresses, night stands, chest of drawers, and single pedestal dormitory student desks w/keyboard or center drawers.

C. Library Shelving and Library Related Items as Listed Below

1. Cantilever, reversed cantilever, four post library shelving (all of which include

mobile shelving), and end panels for covering end of panels.

2. Library Related Items, which includes book trucks, circulation desks, library tables, card catalogs, study carrels, storage cabinets, periodical racks, dictionary stands, and display cases.

D. Lounge Furniture

1. Upholstered wood, metal, or rotationally molded lounge seating (lounge chairs, recliners, love seats, sofas, and assemblies and replacements only).
2. Complimentary tables, benches, and ottomans for lounge seating. **(Note: We will not negotiate a contract for tables, benches, and/or ottomans only. Manufacturer's must have lounge seating to match tables, benches and ottomans.)**
3. Upholstered wood or metal multiple seating, ganging seating, and tandem seating.

E. Modular Office Furniture

1. Metal, Wood or Laminate freestanding modular casegoods. These case goods can include complimentary components such as keyboard drawers, task lights, tack boards, etc., and storage units.
2. Conference room tables, lecterns, media cabinets, storage cabinets and presentation boards.

F. School Furniture (Classroom)

1. Student desks, chair desks/tablet arm chairs, stools.
2. Single unit pedestal teacher's desks.
3. Study carrels and Storage cabinets
4. Stacking chairs/student chairs/folding chairs.
5. Classroom activity, computer, folding, and training tables and accessories, such as, ganging devices, electrical/data components and storage dollies. **Note: (We will not negotiate a contract for tables only. Manufacturers must have other classroom furniture to be considered.)**

G. Seating

1. Wood, metal or ergonomic seating which may include, but not be limited to, executive, managerial, task, operational, stools, side, occasional, stacking, conference, and theater type seating. Products must meet or exceed American National Standards (ANSI)/Business & Institutional Furniture Manufacturer's Association, (BIFMA) requirements. Vendors that have item(s) listed under the seating category as a part of the contract, must identify the product(s) and indicate in the proposal letter whether the product(s) meets or exceeds the ANSI/BIFMA requirements. **Note: (We will not negotiate a contract for seating only. A manufacturer must have other furniture categories listed in this proposal format to be considered.)**

H. Wood Desks

1. Wood Conventional Post and Panels style.

2. Wood Contemporary General Purpose Double Pedestal with lock and center drawer.
3. Wood Traditional General purpose double pedestal with lock and locking drawers.
4. Wood Secretarial Conventional Post and Panel Style.
5. Wood Secretarial Contemporary Single Pedestal L Shaped.
6. Wood Secretarial Traditional Single Pedestal L Shaped.

I. Wood Credenzas

1. Wood Conventional two and three cabinet style.
2. Wood Contemporary two and three cabinet style.
3. Wood Traditional two and three cabinet style.

XIV. Furniture Questionnaire

NOTE: Manufacturers are required to complete the attached Furniture Questionnaire Sheet. This sheet should be included on the jump drive or in the State of Mississippi e-procurement system.

XV. Addendum Period: Additions/Deletions

Manufacturers wishing to make additions/deletions to their contract during the contract period should be aware of the following policies of this office:

- A. Additions/deletions will be allowed only once during a contract period. Price increases are not allowed during the addendum period.
- B. Additions/deletions must be submitted during the addendum period which is November 1 through November 15 for additions/deletions to be effective January 1.
- C. When requesting additions/deletions the Manufacturer shall attach a letter electronically (email to the person listed on this proposal) requesting the additions/deletions. A list of all items being proposed for addition/deletion should be included. The Manufacturer shall submit all required documents as listed in this Proposal Format for any new items. Product literature shall also be submitted with the request.
- D. When a dealer/distributor is being added to the original dealers/distributors' list, the new dealers/distributors' list shall be submitted electronically (email) in the Excel spreadsheet format provided with "read and write" capabilities. The new dealers/distributors' list shall have a complete name, address, contact person, phone number, fax number and email address.**

XVI. Proposal Deadlines

The contracts for Cafeteria, Dormitory, Library, Lounge, Modular Office, School Furniture, Seating, Wood Desks and Wood Credenzas are effective July 1 through June 30; therefore, proposals for contracts must be submitted to the Office of Purchasing and Travel by April 16. Any proposal received after this date will not be considered.

If you have any questions concerning this Proposal Format and Guidelines, please contact the contract analyst listed below.

If mailing proposal, please mail complete proposal to the following address per the below alphabetical listing:

Regina Irvin (A-B)

Office of Purchasing and Travel
701 Woolfolk Building, Suite A
501 North West Street
Jackson, MS 39201
Email – Regina.Irvin@dfa.ms.gov

Phone - 601-359-9263
Fax - 601-359-3910

Steve Tucker (C-D)

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701 Woolfolk Building, Suite A
501 North West Street
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Fax - 601-359-3910

James Brabston (E-F)

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Fax - 601-359-3910

Ramona Jones (G-L)

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Christopher Statham (M-R)

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Erin Sandlin (S)

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Ashley Harrell (T-Z)

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701 Woolfolk Building, Suite A
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Phone - 601-359-3419
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