



# *STATE OF MISSISSIPPI*

## **PROPOSAL FORMAT AND GUIDELINES**

### **Mailing Equipment**

**RFx: 3130000740**

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

**STATE OF MISSISSIPPI**  
**PROPOSAL FORMAT AND GUIDELINES**  
**MAILING EQUIPMENT**

Effective  
Date: 10/12/98

Revised  
Date: 02/09/18

**RFx Number: 3130000740**

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 system 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. 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.

**I. 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](mailto:Ramona.Jones@dfa.ms.gov) or 601-359-9335. *For all other questions regarding this contract, please contact the responsible person 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](mailto: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>.

**II. Proposal Letter**

Submit a signed letter electronically in the State of Mississippi e-procurement system with the proposal 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 Manufacturer's name, location address, mailing address, telephone number, fax number, email address, website address, (if

applicable) and name of the authorized representative submitting the proposal. By signing this letter, the Manufacturer is certifying that it is authorized to do business in the State of Mississippi, that neither the Manufacturer nor any potential subcontractors are debarred or suspended from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi, 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.

### III. Proposed List and Product Information

Vendors are required to complete the attached Price List spreadsheet in its entirety. No costs or expenses associated with providing this information in the required format shall be charged to the State of Mississippi. ***All items listed on the Price List are required to have a discount off the manufacturer's suggested retail price (MSRP) to be considered for a state contract.***

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

#### A. Mailing Equipment Contract Format – Price List information to be submitted shall include the following:

1. Brand - The brand name of the products being proposed.
2. Model # - The model number of products being proposed.
3. Description - A brief description of the product.
4. Discount - The percentage discount or range of discounts, off of list, being offered for the products listed.
5. **Contract Purchase Price/Rental Price** - The maximum/rental price to be paid by state agencies and governing authorities during the term of the contract.
6. Energy Efficient Equipment - The State of Mississippi is interested in saving tax dollars through reduced energy costs. Equipment that has been certified to be energy efficient should be so designated. Documentation supporting such a claim should be submitted with the proposal.
7. Product Literature on all models and supplies being proposed for contract **should be submitted electronically. If many documents, submit as a zip file.**

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

### IV. Length of Price Guarantee

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

### V. Transportation Terms

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

## VI. Payment Terms and Invoices

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.

## VII. 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 attached Excel Dealers/Distributors List. **This Excel Dealers/Distributors List must be completed and attached with the proposal in the State of Mississippi e-procurement system.** 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.

## VIII. 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 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.**

IX. Award of Contract

New contracts will be awarded to all Manufacturers that submit proposals **electronically in the State of Mississippi e-procurement system** 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.**

X. 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.

XI. Amendments: New and Discontinued Products, Substitutions and/or Replacements

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

- A. **Price increases are not allowed;** however, price decreases are allowed for any equipment that is currently listed. **An amendment is not required for lowering prices with a negotiated contract.**
- B. When requesting additions/**deletions**, the vendor shall submit a letter requesting the additions/**deletions** and a revised price list which shall include all items previously approved and all items being proposed for the addition/change. The vendor shall also submit all required documents as listed in the Proposal Format and Guidelines under Section III. Upon OPTFM’s **complete review and** approval of the new/substitute/replacement item, OPTFM will update its online information within thirty (30) business days. **With an amendment, all product and pricing must be formatted on one spreadsheet like a renewal or new contract.**

- C. The OPTFM contract administrator must first approve all new products, including replacement and upgrades, prior to being offered by the vendor to customers. Approval is not automatic and OPTFM reserves the right to reject any new product offerings.
- D. Vendor shall report all discontinued products to the OPTFM contract administrator in writing immediately along with the Vendor's recommendation as to an appropriate replacement product that meets or exceeds the required specifications of the discontinued product. Vendors should notify OPTFM in advance of products expected to be discontinued so that OPTFM can approve new products, if any, prior to the Vendor's stock of the discontinued product being exhausted. Vendor must actively work to ensure there are no gaps in product coverage.
- E. If a customer has ordered a discontinued product and the Vendor cannot obtain a sufficient quantity of the discontinued product (if any) to fulfill the customer's order, the Vendor will (1) notify the customer that the product has been discontinued and that no product is remaining, (2) advise the customer of the approved substitute product and (3) advise the customer of its right to accept the approved substitute product or cancel the order for the discontinued product without any penalty or further obligation to the Vendor.
- F. To make changes to a vendor's approved dealers' list, the vendor must submit a request to update the dealers' list. The request should include a complete revised dealers' list using the attached spreadsheet. It is the manufacturer's responsibility to provide the newly added dealer's supplier number from the State of Mississippi's e-procurement system when making the request.
- G. **Two amendments will be allowed during a contract year.**
- H. **No requests for amendments will be accepted after March 15, for the reason that proposals are due in our office between April 1 and April 15.**

## XII. Exclusions

Please note that mail equipment with a net unit cost exceeding \$50,000 will not be considered for a purchase contract. They will, however, be considered for rental contracts.

## XIII. Rental Contracts

Proposals for rental contracts will be considered. Vendors should submit proposed rental rates or monthly rental factors which will be applied to the purchase price to determine monthly or quarterly costs.

## XIV. Rental Agreement

When entering into any rental of contract equipment under the jurisdiction of the Office of Purchasing and Travel, the Agency and Vendor **must** use the ***Rental Agreement For Use by Mississippi Departments and Vendors (applicable to equipment rental transactions) (Revised Date: February 2017)***. **THIS APPROVED RENTAL AGREEMENT IS THE ONLY AGREEMENT THAT SHALL BE PRESENTED TO A STATE GOVERNMENT ENTITY FOR RENTALS ON THE MAILING EQUIPMENT STATE CONTRACT.** Any rental entered into which does not utilize our State Rental Agreement is in direct violation of the terms of the contract and shall be rendered null and void. Vendors and/or Authorized Distributors that are in violation of this requirement will be immediately removed from the state contract and may be removed from the bidders list for a period of 24 months. Understanding that some Vendors may have difficulty with various clauses contained in the agreement, Section 25 of the agreement allows for the vendor and the customer to make minor modifications, which are acceptable to both parties. Agencies are cautioned that many such clauses may be in conflict with the laws of the State and/or the best interest of the agency. Agencies should consider consulting with legal counsel prior to agreeing to such modifications.

XV. Third Party Financing of Office Equipment Rentals

If a Vendor wishes to utilize third party financing of equipment rented to a state agency or governing authority, the Vendor must get prior approval from the Office of Purchasing, Travel and Fleet Management and provide a document which indicates that if the Vendor is unable to perform maintenance and equipment removal, then the financing source will be responsible for providing these services at no additional cost to the State. This document must be signed by a representative of the Vendor and of the finance source. If approved, this document must also be given to the using agency.

XVI. Trade-In of Office Equipment for Credit

The Mississippi Office of Purchasing, Travel and Fleet Management will permit trade-in of equipment for credit when state agencies enter into a rental contract. However, all applicable credit must be extinguished prior to any payments being made by the agency. Contracts wherein that credit is spread out over the term of the contract will not be allowed.

XVII. Assignment of Contracts

This is a reminder that no contract for commodities, supplies or equipment, with a state agency, may be assigned without the express written consent of the Office of Purchasing, Travel and Fleet Management.

XVIII. Items Not Listed

Equipment and supplies that are not listed on the contract as approved by the Mississippi Office of Purchasing, Travel and Fleet Management should not be presented to using agencies as though it is included as part of the contract. This includes replacement or upgraded equipment for machines already listed on the contract. Replacement or upgraded equipment should be added to the contract during the amendment period, (see Section XI. Amendments). Until these items are added to the contract, using agencies must purchase them using routine purchasing procedures (i.e., quotes, advertised bids, etc.).

XIX. Contract Dates

This contract is effective July 1 through June 30; therefore, proposals for contracts must be submitted to the Office of Purchasing, Travel and Fleet Management by **April 15**. Any Proposals received after these dates will not be considered.

If you have any questions, please contact the contract analyst listed below.

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