

**INVITATION FOR BIDS
Wheelchairs, Seating Systems, Wheelchair parts,
Accessories, Repairs**

IFB No.

316002781

BIDS DUE NO LATER THAN

April 4, 2019 3:00p.m.

Bids shall be delivered in a sealed envelope to the following address:

**Business Services
South Mississippi Regional Center
1170 West Railroad Street
Long Beach, Mississippi 39560**

SECTION I – INTRODUCTION

South Mississippi Regional Center is soliciting bids from qualified firms to award a contract for Wheelchairs, Seating Systems, Wheelchair parts, Accessories, Repairs to our main campus and satellite programs. The award will be to provide wheelchairs, seating systems, wheelchair parts, Accessories, and Repairs to the clients we serve. The award will be for one (1) year with the potential for four (4) one year extensions, subject to annual assessment and availability of funds.

South Mississippi Regional Center is licensed through the Mississippi Department of Health as an intermediate care facility for individuals with intellectual and developmental disabilities (ICF/IID). SMRC is a 200-bed program which operates under the auspices of the Mississippi Department of Mental Health. SMRC's main campus is located at 1170 West Railroad Street, Long Beach, Mississippi. Four (4) additional program sites are located in Biloxi, Gautier, Poplarville, and Wiggins.

Questions regarding this solicitation for bids should be directed to Jackie Barraco, Business Services, South Mississippi Regional Center, 1170 West Railroad Street, Long Beach, Mississippi 39560. Telephone: 228.867.1306 Email: JRABION@SMRC.MS.GOV

SECTION II – DEFINITION OF TERMS

CLIENT refers to individuals admitted to and living at the South Mississippi Regional Center or in the four (4) community-based ICF/IDD group homes Biloxi, Gautier, Poplarville, and Wiggins operated by SMRC. Clients are protected from abuse, neglect and exploitation by the Vulnerable Adults Act (MS Code Ann. 43-47-37, Section 43-21-353).

CONTRACTOR refers to the successful vendor for pharmaceuticals and who has been awarded a contract agreement.

CONTRACT ADMINISTRATOR refers to the person designated by the Program Director to be the person responsible for and the supervisor of a contract.

CONTRACT PERSONNEL refers to any individual that works for the Contractor and are assigned to work on this contract.

PROGRAM refers to South Mississippi Regional Center (SMRC) located at 1170 West Railroad Street, Long Beach, Mississippi. SMRC is an agency of the State of Mississippi which operates under the auspices of the Mississippi Department of Mental Health.

PROGRAM DIRECTOR refers to individual authority in charge of and responsible for the South Mississippi Regional Center.

PROCUREMENT OFFICER refers to the person designated by SMRC to be the authority to settle and resolve controversies and to issue decisions concerning contracts. SMRC Business Services Branch Director has received this designation.

DAILY done, happening, or produced every day or every weekday.

WEEKLY refers to a seven (7) day period according to a schedule submitted by the Contractor and approved by the Contract Administrator.

QUARTERLY refers to work that are to be provided and completed within 45 days of the beginning of each three (3) month period thereafter according to a schedule submitted by the Contractor and approved by the Contract Administrator.

SEMI-ANNUAL refers to work or products that are to be provided and completed two times per year as scheduled by the Contract Administrator.

CONTRACT PERIOD refers to the length of the contract. This contract will be for a one (1) year period beginning on the date of award with an option to renew for an additional four (4) year period with all parties concurring.

SECTION III – GENERAL CONDITIONS

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

Availability of Funds: It is expressly understood and agreed the obligation of the South Mississippi Regional Center to proceed with 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 South Mississippi Regional Center, the South Mississippi Regional Center shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the South Mississippi Regional Center of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Representation Regarding Contingent Fees: The Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid.

Representation Regarding Gratuities: The offeror or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

Certification of Independent Price Determination: The Contractor submitting bid must certify that the prices submitted in response to this solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices quoted.

Procurement Regulations: The contract shall be governed by the applicable provisions of the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management Procurement Manual.

Compliance with Laws: The Contractor understands that the South Mississippi Regional Center 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, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of this agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Response to the solicitation have been arrived at independently and without -for the purpose of restricting competition-any consultation, communication or agreement with any other contractor or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices in the bid.

Contract Price Adjustment: The prices quoted shall be firm prices for the initial period of this contract, and are not subject to change due to changing market conditions. In the event the contract is extended as provided herein, a new cost figure may be negotiated (increased or decreased) based upon economic factors.

Disputes: (1) All controversies between the State and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Chief Procurement Officer in writing, within 60 days after a written request by the contractor for a final decision concerning the controversy; provided, however, that if the Chief Procurement Officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as

may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

(2) The Chief Procurement Officer shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

(3) Any such decision shall be final and conclusive, unless fraudulent, or: (a) within the seven (7) days from the date of receipt of the decision, the contractor mails or otherwise furnishes written notice of appeal to the Procurement Review Board.

(4) The contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this contract pending final resolution by the Procurement Review Board of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of the contract by the State; provided, however, that in any event the contractor shall proceed diligently with the performance of the contract where the Chief Procurement Officer has made a written determination that continuation of work under the contract is essential to the public health and certified mail, return receipt requested, or by any other method that provides evidence of receipt, and include in the decision: (a) a description of the controversy; (b) a reference to pertinent contract provisions; (c) a statement of the factual areas of agreement or disagreement; (d) a statement of the Procurement Officer's decision, with supporting rationale; (e) a paragraph substantially as follows:

"This is the final decision of the Procurement Officer. This decision may be appealed to the Procurement Review Board. If you decide to make an appeal, you must mail or otherwise furnish written notice of appeal to the Procurement Review Board within seven (7) days from the date you receive this decision. A copy of the notice of appeal shall be furnished to the Procurement Officer from whose decision the appeal is taken. The notice shall indicate that an appeal is intended, reference the decision from which the appeal is being taken, and identify the contract involved."

Insurance: Contractor will maintain in effect at all times the following insurance coverage: (1) contractor must maintain liability insurance in the sum of \$1,000,000 annual/3,000,000 aggregate.

Contractor must furnish within 10 days of notice from the date of award of contract, a certificate(s) verifying current coverage of the above required insurance. Failure to furnish certificates will result in disqualification of contract. It is the contractor's responsibility to maintain this insurance coverage at all times. Failure to do so may result in cancellation of contract.

Paymode: Payments by state agencies using the Mississippi Accountability System for Government Information (MAGIC) 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. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

E-Verification: If applicable, Contractor 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 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 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 by subject Contractor to the following: (a) termination of this contract 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; (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, (c) both. In the event of such cancellation/termination, Contractor 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.

Transparency: This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq. (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 et seq. (1972, as amended). 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 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.

Acknowledgment of Amendments: Contractors submitting bids shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by South Mississippi Regional Center by the time and at the place specified for receipt of bids.

Quality Control: The Contractor shall be completely responsible for satisfactorily managing and performing requirements in a timely and professional manner. The products under this contract shall be subject to review and approval by the Contract Administrator. The Program may use non-compliance as grounds to terminate the contract.

Minor deficiencies will be corrected within three (3) working days. If this schedule for corrections is not met, a formal complaint will be made to the Contractor. If a second complaint is necessary during any year (July 1 - June 30) or during the contract period, the Program may use said non-compliance as grounds to terminate the contract.

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

Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly if: the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and, Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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

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

Confidentiality: The Contractor may not discuss information about a client with any person except when authorized and necessary for the continued treatment of that client. A breach of confidentiality may be grounds to complete termination of this contract.

Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force

majeure events"). When such a cause arises, Contractor shall notify the Contract Administrator immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for the period equal to the duration of the delay caused by such events, unless the agency determines it is to be in the best interest to terminate the agreement.

Health Insurance Portability and Accountability Act: The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is based upon the premise of protecting the privacy of the individually identifiable health information. SMRC complies with all federal and state privacy protection laws and regulations. Protection of individually identifiable information is of paramount importance to this program.

This policy governs all individually identifiable information in any form including written, oral or electronic. The program is permitted to use or disclose protected health information in order to carry out treatment, payment or healthcare operations pursuant to and in compliance with HIPAA regulations. Maintaining confidentiality of information about individuals served through our program is an important aspect of any program's integrity. Violations of HIPAA provisions may result in disciplinary action, including termination of contract and possible criminal prosecution.

Safety: The maintenance of a safe environment for the clients, staff, visitors and Contractor is of prime concern to South Mississippi Regional Center. The Contractor will insure that all equipment is used in a safe manner as recommended by manufacturer and the best practices of the discipline.

E-Payment: Contractor 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 the Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

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 service 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.

SECTION IV – SPECIAL CONDITIONS

The award of the contract will be made based on the highest percentage discount off of the overall manufactures' suggested retail price. Proposals must be signed on the attached proposal forms (faxed copies or telegraphic copies will not be acceptable). Include in your proposal ATP and CRTS Certifications.

Proposals must include all charges for delivering the equipment or repair parts, setting up the equipment, on site fitting of the chair to the user, and on-site training in chair operation and maintenance. Labor for rebuilding wheelchairs which do not involve the purchase of new parts or accessories will be paid on an hourly basis. Hourly rate of this service will be negotiated with the successful proposer.

The contract will run from July 1, 2019 to June 30, 2020. The South Mississippi Regional Center reserves the right to grant a one-year extension at the end of each contract period for 4 consecutive years if agreeable with the contractor, and if the South Mississippi Regional Center considers this to be in the best interest of the agency. All terms and conditions set out herein shall be in effect during the term of the extension. A fiscal year for the State of Mississippi runs July 1 thru June 30. The successful proposer will be required to sign up for PayMode. PayMode is an electronic approval process used by the Office of Purchasing and Travel for the approval of contracts with the State of Mississippi. Enrollment instructions will be provided once the proposer is awarded.

Under the terms of this contract, the successful proposer agrees to furnish the agency with one (1) current copy of each page of the lowest manufacturers' suggested retail price lists that pertain to the wheelchair/parts being quoted. The discount proposal by the successful proposer shall apply to the current price lists. No changes made by the proposer to the manufacturer's suggested retail price list will be accepted. SMRC reserves the right to verify any suggested retail prices with the manufacturer to assure accuracy. Any deviations between the price lists provided by the successful proposer and the actual suggested retail price may be grounds for termination of the contract.

The successful proposer shall provide the agency's representative with an itemized quotation and two copies of the manufacturers' suggested retail price list within seven (7) working days from the date of the request. Failure to provide the quotation and price lists within the seven (7) working days time frame may result in termination of the contract or the equipment may be purchased from another vendor in accordance with Mississippi State purchasing laws.

The successful proposer shall provide on-site client evaluations and fittings by an Assistive Technology Provider (ATP) who is a certified registrant (CRTS) of the National Register of Rehabilitation Technology Supplies (NRRTS). Written "proof of registration" must be included with the proposal. All equipment shall be delivered and assembled by a trained member of the firm to which the contract is awarded. Delivery shall be F.O.B. South Mississippi Regional Center. Fittings will be made on campus or at a group home location during normal working hours. Evaluation, delivery, complete assembly of all products and fitting

to the client shall be included in the proposal price. Delivery of wheelchairs shall be made within ninety (90) days of receipt of purchase order. Failure to complete delivery within ninety (90) days may result in termination of the contract.

All wheelchairs purchased shall be warranted for a time period that equals or exceeds the manufacturer's standard warranty, to be free from defects in materials and workmanship for a period of not less than one year from date of purchase. Proposer will also guaranty proper fit of the seating system. All repairs shall be made at the South Mississippi Regional Center campus, community group homes or an alternate site that is approved by the OT/PT. All repair work shall be initiated within two (2) working days from the date notification is given by a representative of the South Mississippi Regional Center. The successful proposer shall loan wheelchairs to the agency when repairs to wheelchairs cannot be made without removing the chair from the premises. The loaner wheelchair must be as similar as possible to the chair being repaired. Parts, supplies, and labor for repairs made during the warranty period will be provided at no charge to the client, or agency. Travel expenses for initial delivery, fitting, and warranty repairs shall be included in the proposal price.

The successful proposer shall bill other available funding sources (Medicare, Medicaid, etc.) for equipment when reasonably possible and SMRC will act as a payer of last resort. The 90 day delivery requirement will be waived if alternate funding source are used.

If you have additional questions, please contact Jackie Barraco at (228)867-1306. All questions shall be submitted in writing five days prior to the proposal opening. For on sight visits, please contact Teresa Robinson, OTPT, 228-214-5541.

SECTION V – INSTRUCTIONS FOR BIDS

SCHEDULE:

The schedule and dates below are subject to change. The dates below are intended to provide an estimated timeframe for receipt of bids and the selection process:

Advertisement: March 11, 2019 and March 18, 2019

Deadline for Questions: March 28, 2019 10:00 a.m.

Deadline for Receipt of Bids: April 4, 2019 3:00 p.m.

Opening of Bids: April 4, 2019 3:15 p.m.
Burgess Building Conference Room
1170 West Railroad Street
Long Beach, Mississippi 39560

Final Selection: April 15, 2019

CLARIFICATION:

All requests for additional information related to this Bid shall be directed in writing to:

Business Services
South Mississippi Regional Center
1170 West Railroad Street
Long Beach, Mississippi 39560
Email: JRABION@SMRC.MS.GOV

For emails, please input "Request for Bids-Wheelchairs" in the subject line.

DISQUALIFICATIONS AND REJECTIONS

South Mississippi Regional Center reserves the right to reject any and all bids. Reasons for rejecting a Bid include, but are not limited to:

- The Bid is not submitted at or by the specified time.
- The Bid fails to meet minimum, mandatory requirements.
- The Bid is incomplete or contains irregularities, which make the Bid indefinite or ambiguous.
- The Bid is not signed by the Owner/Authorized Agent.
- The Bid contains false or misleading information.
- The Bid ultimately fails to meet the announced requirements of the State in some material aspect.
- The Bid price is clearly unreasonable.

ADDENDA

Any addenda to the Bid Package issued before the time of Receipt of Bids shall be included in the Bid Package and become a part of the Bid Packet. The Official Bid Form will be modified with space to indicate the receipt of all Addenda; or, the Proposer may elect to print each Addendum, sign and date, and submit the signed and dated Addenda WITH the Bid.

SUBMITTAL

Bids must be delivered to the address indicated in the Advertisement. Bids shall be submitted in a sealed envelope. Bids submitted by E-Mail, Fax or any other method than that identified here will not be accepted. The following is an example of the envelope itself and how it should be addressed and labeled on the outside of the envelope:

Responder's Name
Physical Address

*TO: Business Services
South Mississippi Regional Center
1170 West Railroad Street
Long Beach, Mississippi 39560*

BID FOR WHEELCHAIRS

NOTE: *Please be sure to label the bottom left-hand corner of the envelope as "Bid for WHEELCHAIRS." Without this on the outside of the envelope, the Bidder risks the envelope being mistakenly opened with other mail.*

WITHDRAWAL OF BID

Bidder will be allowed to withdraw his/her bid prior to deadline. Should a Bidder wish to withdraw his/her bid once it has been submitted, the Bidder shall send a notice to: Jackie Barraco, Business Services, South Mississippi Regional Center, 1170 West Railroad Street, Long Beach, MS 39560, requesting that the bid be withdrawn.

RECEIPT OF BIDS

Bids will be accepted through April 4, 2019 by 3:00 p.m. Bids will be opened publicly April 4, 2019 at 3:15 p.m. in the Burgess Building Conference Room, 1170 West Railroad Street, Long Beach, MS, in the presence of three (3) SMRC staff and bidders who are present. The name of each bidder and their respective bid will be recorded on a bid tabulation sheet.

AWARD

Award, if any, shall be made to the responsible Bidder whose Bid is determined to be the most advantageous to South Mississippi Regional Center and the State of Mississippi, taking into consideration price and compliance with the requirements and preferences in this invitation of bid.

A contract will be awarded to:

1. The firm with the highest percentage discount off the overall manufactures' suggested retail price.
2. The firm that has ATP and CRTS Certificates.
3. The firm that can meet all the specifications listed in this Invitation for Bid.
4. The firm that will bill other available funding sources (Medicare, Medicaid, etc.) for equipment, when reasonably possible.

CONTRACT

A contract or agreement must be signed by the contractor and designee of South Mississippi Regional Center to make the contract valid.

Proposal Form for Wheelchair and Seating Systems

Indicate percentage of discount from MSRP across the board on doing business with SMRC on the following:

Wheelchair Frames (including repair parts), Seating Systems and Wheelchair Accessories, Standing/Walking Products, Bath /Other

_____ % of discount from MSRP across the board.

Firm Name _____

Contact Person _____

Address _____

Phone Number _____

Signature of Authorized Representative _____

Date _____