

STATE OF MISSISSIPPI

PROPOSAL FORMAT AND GUIDELINES

Travel Agency Services

RFx: 3130000781

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

Effective Date: 04/01/18

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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 @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 <u>do not</u> have a MAGIC User Id and password, an email should be sent to <u>mash@dfa.ms.gov</u>. 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 or a on jump drive 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 authorized representative submitting 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. Price Lists and Information

Manufacturers are required to agree to the price list provided by the State of Mississippi, Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management to be used for the entire twelve month contract period. The price list is to be signed and included on the jump drive with no modifications to the pricing unless the pricing offered is less than the fee provided.

- A. Information to be submitted shall include the following:
 - 1. The State of Mississippi Price List (see attached) shall be submitted electronically in the State of Mississippi's e-procurement system.
 - 2. The contractor shall have ARC/IATA approval and show proof of accreditation. Proof shall be submitted electronically in the State of Mississippi's e-procurement system.
- B. All bidders must have as a minimum, the following capabilities, and their proposals shall reflect these capabilities:
 - 1. The contractor shall be in the travel/tour agency business.
 - 2. The contractor shall be equipped with all necessary furnishings, office equipment, supplies, tariffs, communication services and related items necessary to conduct normal travel/tour agency business.
- C. It is the State's policy to obtain the lowest reasonable fares for authorized travel.
 - 1. Penalty Fares. The contractor shall offer and utilize penalty fares when it is in the best interest of the State.
 - 2. Business or first-class service may be authorized if at least one of the flight segments exceeds 6 hours. A flight segment is defined as time in the air between stopovers, changing aircraft, or change of airline. Business or first-class travel is not reimbursable unless approved in advance. A waiver signed by the agency head (or his designee) must be submitted and approved by OPT **prior** to the trip. The state agency is responsible for the approvals, not the travel agency.
 - 3. Routing. The contractor shall utilize the least expensive routing within reasonable standards.
 - 4. Delays. Delays that will not delay the traveler's arrival at destination by more than three hours actual travel time and that result in a substantial cost benefit to the State should be offered and utilized.
 - 5. Departure and Return Locations, Dates and Times. When applicable, alternate departure and return locations, dates and times shall be offered to all travelers in the interest of obtaining the lowest overall cost to the State.
- D. The contractor shall make reservations for all commercial modes of transportation. Delivery methods will be advised to the individual traveler by the booking agent.
- E. The contractor shall be aware of and assist the traveler in compliance with the following:
 - 1. The use of first-class fares or business fares referenced above.
 - 2. Full coach fare may be used only if no lower unrestricted fare is available.

- 3. Off-peak, excursion, promotional and other types of discount fares should be used if the use of these fares will provide adequate travel arrangements and reduced costs to the state.
- 4. Transportation reservations and itineraries for travel by airline or other public carrier
- 5. Vehicle rental services using the State of MS contracts. The contracts can be viewed online at: http://www.dfa.state.ms.us/Purchasing/Travel/Travel.html.
- 6. International travel, including assistance in obtaining passports, visas, health documents and advice.
- 7. Reservations for lodging.
- 8. Detailed traveler's itineraries.
- 9. Maintenance of records for each agency and traveler.

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. <u>Payment Terms and Invoices</u>

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

The State requires the Manufacturer to submit invoices electronically throughout the term of the agreement. Manufacturer 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 Manufacturer's choice. Manufacturer understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

MS Code 31-7-9 prohibits vendors imposing a surcharge when a buyer uses a state-issued credit card. Additionally, no service fees should be charged for any accepted payment method used under this contract.

Minority Vendor Status - Manufacturers should indicate if they or any of the distributors they list are considered Minority Vendor 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.

VI. 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 March 1*, 2017. This purchase summary must be attached with the proposal in the State of Mississippi e-procurement system or submitted on jump drive.

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.

VII. 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.

VIII. 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.

IX. <u>Proposal Deadline</u>

The Travel Agency Services contracts are effective July 1 through June 30, 2019; therefore, proposals for contract must be submitted electronically State of Mississippi e-procurement system between the dates of May 1, 2018 and May 31, 2018

Any proposal received after these dates will not be considered.

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

Candice Hay Office of Purchasing and Travel 701 Woolfolk Building, Suite A 501 North West Street Jackson, MS 39201

Candice.Hay@dfa.ms.gov Phone: (601) 359-5099