

Ellisville State School



Rinsey McSwain
Director

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January 25, 2017

Sealed bids will be received in the Purchasing Office of Ellisville State School until 2:00 p.m. March 8, 2017 for the purpose of establishing an agency contract on wheelchairs/accessories and seating systems, and replacement parts.

The bid shall be submitted in a sealed, opaque envelope and plainly marked as follows:

Mark Envelope:

Wheelchair Contract Bid

Date: 03-08-17

Attn: Lana Jefcoat

Mail Attn:

Purchasing Office

Ellisville State School

1101 Hwy 11 South

Ellisville, MS 39437-4444

It is the intent of Ellisville State School to award this bid to the lowest and best bid. However, Ellisville State School reserves the right to award in the best interest of the agency.

Bids shall indicate a percentage discount off the most current manufacturers' suggested retail prices for each chair manufacturer listed. The bid award will be made to the vendor offering the highest percentage discounts from the most current manufacturers' suggested retail prices on wheel chairs, replacement items, and seating systems combined.

Bid pricing shall include all charges for on-site evaluations, fitting equipment to user, delivering equipment or repair parts, setting up equipment and on-site training in chair operation and maintenance.

Contract Term: The initial contract term shall be for a period of twelve months beginning July 01, 2017, with an option to renew for two (2) additional twelve (12) month term extensions. The extensions will be effective if agreeable with contractor, and if considered 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 extensions.

The contractor shall notify Ellisville State School 90 days prior to end of the contract period should they decide against extending the contract on any of the additional twelve (12) month terms.

Ellisville State School reserves the right to waive irregularities and to reject any or all bids.

If you need additional information, contact Alison Diers, Therapy Dept., Ellisville State School, Ellisville, MS 39437, (601) 477-5764.

Agency Contract on Wheel Chairs, Repair Parts, Seating, and Accessories

Scope:

Ellisville State School desires to purchase wheel chairs and seating, accessories, and repair parts at a specified discount rate for a one-year period with contract extensions as specified.

All services provided by the successful bidder shall be performed by a qualified technician. Technician shall be a NRRTS member and CRTS certified. Proof of certification must accompany bid.

The successful bidder shall provide technical assistance to agency's therapy staff by participation in wheel chair seating clinics. Areas to be addressed by the clinics include wheel chair evaluations, custom seating, wheel chair repairs-adjustments-modifications, and the provision of quotes. These clinics will be scheduled on a weekly basis.

WHEN THE SUCCESSFUL BIDDER PARTICIPATES IN EQUIPMENT EVALUATIONS, HE SHALL ULTIMATELY BE RESPONSIBLE FOR THE PROPER FITTING OF THAT EQUIPMENT TO THE CLIENT. SHOULD A PIECE OF EQUIPMENT NOT BE FUNCTIONAL, THAT EQUIPMENT SHALL BE EITHER REPLACED OR MODIFIED TO THE AGENCY'S SATISFACTION AT NO ADDITIONAL COST.

The successful bidder shall provide the agency's representative with an itemized quotation within seventy-two hours (72) from the date of the request. Group quotes and quotes on wheel chairs with custom seating will be provided within seven (7) working days from the date of the request. Failure to provide the quotations within the specified time frame may result in the cancellation of the contract, or the agency may purchase elsewhere in accordance with State purchasing regulations.

The successful bidder agrees to furnish the agency with three (3) current copies of the lowest manufacturers' suggested retail price lists. The discount bid shall apply to the current price lists. Catalogs and price lists shall be forwarded to the agency prior to the beginning of the contract period. Any changes or updates from the manufacturer that occur during the contract period shall be forwarded promptly to the agency.

Subsequent to the bid awards, the discounts shall apply to the price list on file with the agency.

Delivery shall be F.O.B. Ellisville State School. Delivery shall be within 12 weeks maximum after receipt of order. Loaner chairs shall be provided at the agency's request.

All wheelchairs purchased shall be warrantied 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.

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 bid price.

All services shall be provided during normal working hours.

Applicable Law:

The Contractor 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 that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state 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 Agency, the Agency 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 Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Compliance with Laws:

The Contractor 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 consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful, and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The 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.

Procurement Regulations:

The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson MS 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

Stop Work Order:

1. *Order to Stop Work:* The Procurement Officer, may, by written order to the Contractor at any time, and without notice to any surety, require the 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, the 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:

(a) cancel the stop work order; or

(b) terminate the work covered by such order as provided in the Convenience Clause of this contract.

2. Cancellation or Expiration of the Order: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the 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:

(a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that if the Agency's Appointed Authority 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.

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

4. 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.

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 the Contractor's bid or proposal.

Representation Regarding Gratuities:

The bidder, 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*.

Acknowledgement of Amendments:

Bidders 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 acknowledgement must be received by Ellisville State School by the time and at the place specified for receipt of bids.

Certification of Independent Price Determination:

The bidder certifies that the prices submitted in 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 bidder or competitor relating to those prices, the intention to submit a bid, or the methods of factors used to calculate the prices bid.

E-Payment:

The 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 Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated 31-7-301, et seq., 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.

E-Verification:

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. Mississippi Code Annotated 71-11-1, et seq. 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 and, upon request of the State, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. 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 may subject Contractor to the following:

- (1) termination of this contract for services 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 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 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 Mississippi Code Annotated 25-61-1 *et seq.* and Mississippi Code Annotated 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated 27-104-151 *et seq.* 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.

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 services 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.

Paymode:

Payments by state agencies using the State's accounting system 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.

BID FORM FOR WHEEL CHAIRS, SEATING SYSTEMS, AND REPAIR PARTS

INDICATE PERCENTAGE DISCOUNT FROM MANUFACTURERS SUGGESTED RETAIL PRICE IN THE APPROPRIATE BLOCK PROVIDED BELOW. WRITE "NA" IN THE BLOCKS BELOW FOR ITEMS NOT INCLUDED IN YOUR QUOTATION

WHEELCHAIRS MANUFACTURERS WHEEL CHAIRS: MANUAL, SPORTS, ELECTRIC, GERI, INCLUDING DELIVERY, ASSEMBLY AND ACCESSORIES		INVACARE	BRODA	MOTION DESIGN / QUICKIE	OTHER
		_____ %	_____ %	_____ %	_____ %
DISCOUNT					
SEATING SYSTEMS MANUFACTURERS INCLUDING FITTING & ASSEMBLY		FREEDOM DESIGN	SIGNATURE 2000	MULHOLLAND	OTTO BOK
		_____ %	_____ %	_____ %	_____ %
DISCOUNT					
REPAIR PARTS	PDG	INVACARE	BRODA	MOTION DESIGN	OTHER - GENERIC
		_____ %	_____ %	_____ %	_____ %
DISCOUNT					

BID AWARDS WILL BE MADE BASED ON THE HIGHEST PERCENTAGE DISCOUNT FROM THE MANUFACTURERS' SUGGESTED RETAIL PRICE FOR WHEELCHAIRS, SEATING SYSTEMS, AND REPAIR PARTS.

Contact Person: _____ Firm Name: _____

Signature: _____ Phone Number: _____

Address: _____ City/State: _____

Prospective Contractor's Representation Regarding Contingent Fees:

The prospective contractor represents as a part of such contractor's bid or proposal that such contractor has/has not (circle applicable response) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.