



STATE OF MISSISSIPPI

PROPOSAL FORMAT AND GUIDELINES

PANEL SYSTEMS FURNITURE

RFx Number: 3130000372

**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
FOR: PANEL SYSTEMS FURNITURE

Effective
Date: 10/12/98

Revised
Date: 04/14/16

RFx Number: 3130000372

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 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 on the same jump drive.** 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 General Conditions for Negotiated Contracts attached document dated March 2016. **Failure to follow all the instructions in this document may result in rejection of your proposal.**

I. Proposal Letter

Submit a signed letter from an authorized representative of the Manufacturer indicating the Manufacturer's interest in entering into a state contract for the items being proposed. **Also, provide the signed Proposal Letter on the jump drive.** 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. Vendor Registration

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.mmrs.state.ms.us/vendors/index.shtml>. If you currently have a State Contract for this commodity and you are unsure of your vendor number, please contact Ramona Jones at Ramona.Jones@dfa.ms.gov or 601-359-9335.

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.

III. Panel System 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.

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.

IV. Discounts

The percent discount offered to the State shall be a minimum of 40% off the list price for all panel systems delivered and installed. Agencies are expected to negotiate deeper discounts based on volume spend.

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

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 Contractor. On orders less than \$1,000 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. Cost of design fees are not considered a part of this agreement and must be negotiated with the buying entity.

VII. 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.

VIII. Distribution

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 - Manufacturers 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 a Manufacturer currently has a contract with the State of Mississippi, a purchase summary is required. Complete the attached excel spreadsheet for the current contract period *starting November 1, 2015*. This purchase summary must be included on the 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.

X. Award/Renewal 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. Addendum Period: *Additions/Changes*

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

- A. Additions/changes will be allowed only once during a contract period. No price changes are allowed during the addendum period.
- B. Additions/changes must be submitted during the addendum period which is March 1 through March 15 for changes to be effective May 1.
- C. When requesting additions/changes, the vendor shall submit a letter requesting the additions/changes and a revised contract proposal which shall include a list of all items being proposed for addition/change. The vendor shall submit all required documents as listed in this Proposal Format for any new items. Product literature shall also be submitted with the request. **All information must be submitted on a jump drive.**
- D. **When a dealer is being added to the original dealers' list, the new dealers' list shall be submitted electronically via email in an Excel spreadsheet format with "read and write" capabilities. The revised dealers' list shall provide the name of the dealer, location address, mailing address, local telephone number, toll-free telephone number (if applicable), fax number, email address and minority status.**

XIV. Proposal Deadline

The contracts for Panel Systems Furniture are effective November 1 through October 31; therefore, proposals for contracts must be submitted to the Office of Purchasing and Travel by **August 15**. Any proposal received after August 15 will not be considered.

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

Erika Weakley, CMPA
Contract Analyst
Office of Purchasing and Travel
701 Woolfolk Building, Suite A
501 North West Street
Jackson, MS 39201

Email - Erika.Weakley@dfa.ms.gov
Phone - 601-359-3451
Fax - 601-359-3910