



STATE OF MISSISSIPPI

PROPOSAL FORMAT AND GUIDELINES

GROUND MAINTENANCE EQUIPMENT

DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING AND TRAVEL
701 WOOLFOLK BUILDING, SUITE A
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JACKSON, MISSISSIPPI 39201

STATE OF MISSISSIPPI
PROPOSAL FORMAT AND GUIDELINES
GROUND'S MAINTENANCE EQUIPMENT

Effective Date: 11/01/12
Revised Date: 10/20/14

Manufacturers interested in entering into or renewing a nonexclusive, negotiated contract for Grounds Maintenance Equipment with the State of Mississippi must 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/Distributor to verify that all of the requirements for submitting the proposals have been fulfilled.

I. Vendor Registration/Proposal Submission

Please note: It shall be the responsibility of each manufacturer to ensure that your profile is current in our e-procurement system. 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. The website to update your profile or 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 Grounds Maintenance and Equipment, and you are unsure of your supplier number, contact Symone Bounds at Symone.Bounds@dfa.ms.gov. Also it shall be the responsibility of the manufacturer to ensure that all dealers that are 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 on-line ordering and will not receive any orders.

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 "Launch Course."

II. Proposal Letter

Submit a signed letter electronically in the State of Mississippi e-procurement system with this proposal from an authorized representative of the company indicating the firm's interest in entering into or renewing a state contract for the items being proposed. 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 Manufacturer nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in Federal assistance programs.

III. Internal Catalog Pricing Spreadsheet and Product Information

Vendors are required to complete the attached internal catalog pricing spreadsheet in its entirety. Items in each of the categories listed below should be included on individual spreadsheets per category.

All related options for the categories should be attached as a separate document with pricing. (Example –"Attachments/options for 130 engine horsepower tractor" or "Attachments/options for

landscape maintenance equipment”). Items that can be included in this agreement are listed below with the appropriate NIGP code to the right of each bullet:

- **Category 1: Tractors and applicable attachments and options**
 - Minimum 130 engine horsepower - **02089**
 - Minimum 90 engine horsepower, Maximum 129 engine horsepower - **02089**
 - Minimum 60 engine horsepower, Maximum 89 engine horsepower - **02089**
 - Minimum 30 engine horsepower, Maximum 59 engine horsepower - **02089**
 - Maximum 29 engine horsepower - **02089**
- **Category 2: Landscape Maintenance equipment and applicable attachments and options (Reel Mowers Listed Under Golf Maintenance)**
 - Comm. Zero-Turn mowers and equipment – **51556**
 - Comm. Walk-Behind and Stand-On mowers and equipment – **51555**
 - Push mowers and equipment – **51555**
 - Rotary mowers – **02016; 51545**
 - Boom Mowers - **02065; 02066**
 - Flail Mowers – **51535; 02015**
 - Comm. Front-Mount mowers and equipment – **51556**
 - Turf-Renovation (aerators, seeders, sprayers) – **51505; 51575**
 - Hand-Held equipment (trimmers, brush cutters, hedge trimmers, edgers, blowers, chainsaws, pole saws, vacuums, etc.) – **51585; 51583; 51510; 51507; 54509**
- **Category 3: Golf Maintenance equipment and applicable attachments and options (Everything minus golf carts)**
 - Reel mowers and equipment – **65023**
 - Bunker Rakes – **65023**
 - Debris Maintenance (blowers, sweepers, vacuums) – **65023**
 - Specialty equipment – **65023**
- **Category 4: Golf Carts and Utility Transport Vehicles and applicable attachments and options**
 - Golf Carts Electric Powered – **07153**
 - Golf Carts Gas Powered – **07153**
 - Golf Carts Extended Seating (4 or more passengers) – **07153**
 - Utility Transport Vehicles 2WD – **07153**
 - Utility Transport Vehicles 4WD – **07153**

It is the intent of this type of contract to establish pricing for the items that are most commonly purchased by governmental entities in the State of Mississippi. The proposed list should be limited to only these commonly purchased items. **Street legal vehicles will NOT be allowed.** Pricing shall be competitive with the Manufacturers’ current GSA prices and/or contracts with other states.

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

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 dealers' list should be prepared to submit a quote.

IV. Literature

Product literature must be furnished on all models and options being proposed for contract. If product information is available on a website, please include the URL.

V. American Recovery and Reinvestment Act Form (ARRA Form)

Sign and return the attached American Recovery and Reinvestment Act Form. (If you have already signed and returned this form to our office, please disregard this request or check on OPTFM's website at <http://www.dfa.state.ms.us/Purchasing/ARRA.html> for your ARRA Form.)

VI. Length of Price Guarantee

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

VII. Transportation Terms

Transportation terms shall be F.O.B. Destination, freight prepaid by the vendor.

VIII. Payment Terms and Invoices

Manufacturer must list applicable payment terms. MS Code Section 31-7-305(3) allows a state entity to pay invoices within 45 days without penalty.

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

IX. Distribution

The Office of Purchasing, Travel and Fleet Management prefers to have these contracts established with the manufacturer with all authorized distributors being listed. Provide a distributors' list using the attached Excel spreadsheet. Manufacturers should put a "MV", for Minority Vendor, in the appropriate column on the spreadsheet for authorized distributors who qualify.

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 or renew 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 are a Minority Vendor in the State of Mississippi e-Procurement System.** Manufacturers should indicate if they or any of the distributors they list are considered Minority Vendors. 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; Women.

X. Purchase Summary

A purchase summary is required for contract renewals only. Complete the attached excel spreadsheet for the current contract period starting March 1, 2014. This purchase summary must be attached with the proposal in the State of Mississippi e-procurement system before renewal of this agreement can be considered.

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 the agreement **will** be cause for rejection of a contract renewal request. **Renewal requests which indicate a purchase volume of less than \$50,000 for Tractors; and \$25,000 for those companies that do not meet the criteria for tractors, for two consecutive years will be cause for the proposal renewal request to be denied.**

XI. Award/Renewal of Contract

New contracts will be awarded or current contracts renewed 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 proposal request to be denied.**

If you currently have a State Contract and your renewal 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.

XII. E-Verify Compliance

Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1 et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. 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 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/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) 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, or (b) 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 (c) 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.

XIII. New and Discontinued Products, Substitutions and/or Replacements

All new products must first be approved by the OPTFM contract administrator in writing prior to being offered by the Manufacturer to customers. Approval is not automatic and OPTFM reserves the right to reject any new product offerings.

Manufacturer shall report all discontinued products to the OPTFM contract administrator in writing immediately along with the Manufacturer's recommendation as to an appropriate replacement product that meets or exceeds the required specifications of the discontinued product. Manufacturer should notify OPTFM in advance of products expected to be discontinued so that OPTFM can approve new products prior to the Manufacturer's stock of the discontinued product being exhausted. Manufacturer must actively work to ensure there are no gaps in product coverage.

All substitutions and/or replacements of products (whether the substitution will be temporary or permanent) must also first be approved by the OPTFM contract administrator in writing. Approval is not automatic and OPTFM reserves the right to reject any product that OPTFM determines not to meet the Proposal Format and Guidelines requirements or that is otherwise unsuitable. Upon OPTFM's approval of the substituted/replacement item, OPTFM will update its online information within seven (7) business days. If a customer has ordered a discontinued product and the Manufacturer cannot obtain sufficient quantity of the discontinued product (if any) to fulfill the customer's order, the Manufacturer 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 rights to accept the approved substitute product or cancel the order for the discontinued product without penalty or further obligation to the Manufacturer.

XIII. Proposal Deadline

The contract for Grounds Maintenance Equipment is effective March 1 through the last day of February; therefore, proposals for contract must be submitted to the Office of Purchasing, Travel and Fleet Management **between January 1, 2015, and January 15, 2015**. Any proposals received after these dates will not be considered.

If you have any questions concerning this Proposal Format and Guidelines, please contact:

Symone Bounds, Contract Analyst II
Office of Purchasing, Travel and Fleet Management
701 Woolfolk Building, Suite A
501 North West Street
Jackson, MS 39201

Email - Symone.Bounds@dfa.ms.gov
Phone - 601-359-9373
Fax - 601-359-3910