



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
501 NORTH WEST STREET
JACKSON, MISSISSIPPI 39201

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RFx: 3130000670

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 August 2016.

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 at 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 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.

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 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. Internal Catalog Pricing Spreadsheet and Product Information

Manufacturers 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 items listed on the Internal Catalog Spreadsheet (ICS) are required to have a discount off the manufacturer's suggested retail price (MSRP) to be considered for a state contract. In addition, all options not on the ICS must have stated discount off list price.*

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 – **51545**
 - 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 – **07020**
 - 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 a Manufacturer is listed on a GSA contract, a copy of your current price list must be submitted **as an attachment**. Discounts 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 manufactures 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. 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

All freight and shipping costs are the responsibility of the Vendor and are not reimbursable. All items must be transported F.O.B. Destination.

VII. 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.

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 - **Vendors 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 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.

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 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 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.

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. 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. **(The replacement product should be offered at the same or lesser price 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 thirty (30) 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 electronically to the State of Mississippi e-procurement system **by December 15**. Any proposals received after **December 15** will not be considered.

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

Steve Tucker
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701 Woolfolk Building, Suite A
501 North West Street
Jackson, MS 39201

Email - Stephen.Tucker@dfa.ms.gov
Phone - 601-359-3107
Fax - 601-359-3910