STATE OF MISSISSIPPI

PROPOSAL FORMAT AND GUIDELINES

Copiers – Purchase and Rental

RFx: 3130000451

DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING AND TRAVEL
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STATE OF MISSISSIPPI

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PROPOSAL FORMAT AND GUIDELINES

FOR COPIERS-PURCHASE AND RENTAL

Revised Date: 11/28/16

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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 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.

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".

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 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 neither the vendor nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in Federal assistance programs.

III. Proposed List and Product Information

Manufacturers are required to provide an electronic version of their current price list showing all copiers and accessories being proposed in an Excel spreadsheet. A dealer's list should be included using the attached spreadsheet, if applicable. Each of these lists should be provided separately.

If your company 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.

A. Copier Contract Format-Purchases

1. Brand - The brand name of product being proposed.

2. Model # - The model number of products being proposed.

3. Copies/per minute - The number of copies per minute that the copier will produce. This number must be supported by the product literature. If the copies per minute is different when used with a document feed, indicate both speeds, showing the speed without accessories first (i.e., 45/10).

4. Purchase Price - As a negotiated contract, your price is the maximum price to be paid by state agencies and governing authorities during the term of the contract. This price shall include delivery and installation.

5. ADF model/price - The model number and price for the appropriate Automatic Document Feed to go with the model being proposed, if applicable.

6. Sorter model/price - The model number and price for the appropriate Sorter to go with the model being proposed, if applicable.

7. Stand model/price - The model number and price for the appropriate Stand to go with the model being proposed, if applicable.

8. Accessories description/model/price - The description, model number and price for any other appropriate accessories to go with the model being proposed. Additional accessories and supplies may be submitted on an additional sheet if necessary.

9. Toner order#/price/qty - The order number, price per case and quantity per case of the appropriate toner to go with the model being proposed.

10. Developer order#/price/qty - The order number, price per case and quantity per case of the appropriate developer to go with the model being proposed.

11. Maintenance cost/copies/overage - This should be the monthly cost for a maintenance contract for the model being proposed. Indicate the number of copies covered by the maintenance contract as well as any overage charge per copy over the limit.

B. Copier Contract Format-Rentals

1. Brand - The brand name of product being proposed.

2. Model # - The model number of products being proposed.

3. Copies/per minute - The number of copies per minute that the copier will produce. This number must be supported by the product literature. If the copies per minute is different when used

with a document feed indicate both speeds, showing the speed without accessories first (i.e., 45/10).

4. Copies/month - The number of copies per month that the copier can produce given normal maintenance. The quantity should not cause uncommon stress upon the machine.

5. Price/Month - The maximum rental price to be paid per month by state agencies and governing authorities during the term of the contract. Prices are requested for 12 months, 24 months, 36 months, 48 months and 60 months rentals if available.

6. Copies included - The number of copies included in the base monthly rental.

7. Overage/ per copy - The cost per copy if the base monthly usage is exceeded.

8. ADF model/price - The model number and price/month for the appropriate Automatic Document Feed to go with the model being proposed, if applicable.

9. Sorter model/price - The model number and price/month for the appropriate Sorter to go with the model being proposed, if applicable.

10. Stand model/price - The model number and price/month for the appropriate Base to go with the model being proposed, if applicable.

11. Accessories description/model/price - The description, model number and price for any other appropriate accessories to go with the model being proposed. Additional accessories and supplies may be submitted on an additional sheet if necessary.

12. Toner order #/price - The order number and price per case of the appropriate toner to go with the model being proposed. If supplies are included in the rental plan, put "included."

13. Developer order #/price - The order number and price per case of the appropriate developer to go with the model being proposed. If supplies are included in the rental plan, put "included."

14. Additional Fees – Any additional, allowable charges (if any) for the model being proposed.

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 on all models and supplies being proposed for contract should be submitted electronically. If many documents, a zip file is recommended.

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

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. The 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 - 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.

XI. 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 May 1, 2016.* 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's 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. Addendum Period: New and Discontinued Products, Substitutions and/or Replacements

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

A. Price increases are not allowed; however, price decreases are allowed for any equipment that is currently listed. An amendment is not required for lowering prices with a negotiated contract.

B. When requesting additions/changes, the vendor shall submit a letter requesting the additions/changes and a revised price list which shall include all items previously approved and all items being proposed for the addition/change. The vendor shall also submit all required documents as listed in the Proposal Format and Guidelines under Section III. Upon OPTFM's complete review and approval of the new/ substitute/replacement item, OPTFM will update its online information within thirty (30) business days. With an amendment, all product and pricing must be formatted on one spreadsheet like a renewal or new contract.

C. All new products, including replacement and upgrades, must first be approved by the OPTFM contract administrator prior to being offered by the vendor to customers. Approval is not automatic and OPTFM reserves the right to reject any new product offerings.

D. 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. Manufacturers should notify OPTFM in advance of products expected to be discontinued so that OPTFM can approve new products, if any, 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.

E. 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 right to accept the approved substitute product or cancel the order for the discontinued product without any penalty or further obligation to the Manufacturer.

F. To make changes to a Manufacturer's approved dealer's list, the Manufacturer must submit a request to update the dealer's list. The request should include a complete revised dealer list using the attached spreadsheet. It is the Manufacturer's responsibility to provide the newly added dealer's supplier number from the State of Mississippi's e-procurement system when making the request.

G. Two amendments will be allowed during a contract year.

H. No requests for amendments will be accepted after January 15, due to the fact that proposals are due in our office between February 1 and February 15.

XIII. Exclusions

A. Copiers Exceeding $50,000

Please note that copiers with a net unit cost exceeding $50,000 will not be considered for a purchase contract. They will, however, be considered for rental contracts.

B. Copiers Exceeding 110 CPM

Please note that this contract is intended for copy machines that are used for routine daily office operations and not for "high end" copiers or production equipment. Therefore, copiers exceeding 110 copies per minute (CPM) are not allowed on this contract.

C. Removal Fees

No fees will be allowed for the removal of equipment that was acquired through a rental program. Manufacturer is responsible for removal of equipment immediately at the expiration or termination of contract.

XIV. Rental Contracts

A. Used Equipment

Proposals will also be considered for rental of previously used equipment. Prices should be substantially lower than the prices for new equipment. Previously used, remanufactured or some other similar designation must appear on the price list.

B. Rental Agreement For Use by Mississippi Departments and Vendors

When entering into any rental of contract equipment under the jurisdiction of the Office of Purchasing and Travel, the agency and vendor **must** use the *Rental Agreement For Use by Mississippi Departments and Vendors (applicable to equipment rental transactions) Revised Date: **July 2015***. **THIS APPROVED RENTAL AGREEMENT IS THE ONLY AGREEMENT THAT SHALL BE PRESENTED TO A STATE GOVERNMENT ENTITY FOR RENTALS ON THE COPY MACHINE STATE CONTRACT.** Any rental entered into which does not utilize our State Rental Agreement is in direct violation of the terms of this contract and shall be

rendered null and void. Manufacturers and/or Authorized Distributors that are in violation of this requirement will be immediately removed from the state contract and may also be removed from the bidders list for a period of 24 months. Understanding that some Manufacturers may have difficulty with various clauses contained in the agreement, Section 25 of the agreement allows for the Manufacturer and the customer to make minor modifications which are acceptable to both parties. Agencies are cautioned that many such clauses may be in conflict with the laws of the State and/or the best interest of the agency. Agencies should consider consulting with legal counsel prior to agreeing to such modifications.

XV. Third Party Financing of Office Equipment Rentals

If a Manufacturer wishes to utilize third party financing of equipment rented to a state agency or governing authority, the Manufacturer must get prior approval from the Office of Purchasing and Travel and provide a document which indicates that if the vendor is unable to perform maintenance and equipment removal, then the financing source will be responsible for providing these services at no additional cost to the State. This document must be signed by a representative of the vendor and of the finance source. If approved, this document must also be given to the using agency.

XVI. Trade-In of Office Equipment for Credit

The Mississippi Office of Purchasing and Travel will permit trade-in of equipment for credit when state agencies enter into a rental contract. However, all applicable credit must be extinguished prior to any payments being made by the agency. Contracts wherein that credit is spread out over the term of the contract will not be allowed.

XVII. Assignment of Contracts

This is a reminder that no contract for commodities, supplies or equipment, with a state agency, may be assigned without the express written consent of the Office of Purchasing and Travel.

XVIII. Multi-Functional Devices and Networking Copiers

In the past, a copier was clearly a copier and a computer printer was clearly a computer printer. However, as technology advances, the line of distinction has become not so clear. Because of this "twilight zone," Information Technology Services (ITS) and the Office of Purchasing and Travel (OPT) have set forth the following policy guideline: If a machine can be used as a walk-up copier and published product literature indicates that one of its primary functions is copying documents, then that machine can be included in the OPT Copier Contract. It is intended that this policy will allow copiers with computer interface, facsimile and digitizing features to be placed on the OPT contract. In addition, it is intended that this policy will allow equipment commonly called multi-functional to also be included in the OPT contract. ITS will continue to manage purchasing for their established classes of computer and communications peripherals. In situations where a state agency or institution under ITS purview intends to use the machine interfaced with a computer or in a network configuration primarily in a traditional information systems application capacity, the agency or institution must first contact ITS through the formal procurement exemption request process. In the request, the agency or institution may express a desire to use the OPT state contract to fulfill its technical needs. ITS will work with the requesting entity toward reaching a consensus as to technical appropriateness of equipment from the OPT contract in each given case. ITS will approve the exemption request if appropriate. If ITS does not concur with the exemption, then the project will be handled through standard ITS policies and procedures in lieu of the OPT state contract.

XIX. Energy Efficient Equipment

The State of Mississippi is interested in saving tax dollars through reduced energy costs. Equipment that has been certified to be energy efficient should be so designated. Documentation supporting such a claim should be submitted with the proposal.

XX. Special Offers

In some situations, vendors have special offers which are available but may not exactly mirror the state contract. These offers may be considered and accepted if the machine is on contract and the total cost is equal to or lower than the total cost under the terms of the contract. A total cost comparison shall be completed and maintained in the files of the using agency.

XXI. Items Not Listed

Equipment and supplies that are not listed on the contract as approved by the Mississippi Office of Purchasing and Travel should not be presented to using agencies as though it is included as part of the contract. This includes replacement or upgraded equipment for machines already listed on the contract. Replacement or upgraded equipment should be added to the contract by following the policies set forth in Section XII. Addendum Period: New and Discontinued Products, Substitutions and/or Replacements. Until these items are added to the contract, using agencies must purchase them using routine purchasing procedures (i.e., quotes, advertised bids, etc.).

XXII. Hard Drive Security

The manufacturer or dealer that rented the equipment to the entity must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. If they choose, agencies may also request to retain the hard drive for a nominal fee. The vendor will supply written notification to the renting agency that all data has been made inaccessible. This notification must be provided within 45 days of the equipment being returned to the vendor.

XXIII. Contract Dates

This contract is effective May 1 through April 30; therefore, proposals must be submitted to the Office of Purchasing and Travel **by February 15**. Any proposal received after February 15 will not be considered.

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

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