STATE OF MISSISSIPPI

PROPOSAL FORMAT AND GUIDELINES

BODY ARMOR, RIOT SHIELD AND SUPPLIES

RFX: 3130000172

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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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's 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 Vendors are in agreement with the attached General Conditions for Negotiated Contracts document dated May 2015.

I. Registration - State of Mississippi's 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.mmrs.state.ms.us/vendors/index.shtml. 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's 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. No costs or expenses associated with providing this information in the required format shall be charged to the State of Mississippi. **The proposed price list should include two (2) outer shells with each vest and a carrying case.**

The only items permitted on this contract include: Body Armor and Accessories; Ballistic Body Armor; (Type II Ballistic Impact Protection and Type IIIA Ballistic Impact Protection); Law Enforcement Equipment and Related Items; Police Protection Equipment; Ballistic Shields and Raid and Tactical Vests.

Please Note: The instructions for completing the internal catalog spreadsheet are included in a separate document.

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

B. Threat Level - The threat level for each model shall coincide with the level listed in the National Institute of Justice (NIJ) Technology Assessment Program and found to comply with the requirements of *Ballistic Resistance of Police Body Armor:* ***NIJ Standard 0101.06.***

C. Model No. - The model number of products being proposed.

D. Description - A brief description of the product.

E. Sizes - List sizes available.

F. Colors - List colors available.

G. Product literature on each model being proposed should accompany the proposal. If product information is available on a website, please include URL.

If a Manufacturer is listed on a GSA contract, a copy of the 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 Vendor's contract. When requested, those Vendors that do not have dealers' list should be prepared to submit a quote.

IV. Length of Price Guarantee

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

V. Transportation Terms

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

VI. 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.

VII. Distribution

The Office of Purchasing, Travel and Fleet Management prefers to have these contracts established with the Manufacturer with all authorized dealers/distributors being listed. **Provide a dealers/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 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. 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.

VIII. 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 contract period *starting October 1, 2014.* This purchase summary must be attached with the proposal in the State of Mississippi's e-procurement system.

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 new contract. Contract proposal may be denied for purchase summaries which

indicate a purchase volume of less than $25,000 for two consecutive years. In this instance you will be denied a new contract for a period of two years.

IX. 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 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.

X. 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.

XI. Addendum Period: *Additions/Deletions*

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

A. Additions/deletions will be allowed only once during a contract period. Price increases are not allowed during the addendum period.

B. Additions/deletions must be submitted during the addendum period which is February 1 through February 15 for additions/deletions to be effective April 1.

C. When requesting additions/deletions the Manufacturer shall attach a letter electronically (email to the person listed on this proposal) requesting the additions/deletions. A list of all items being proposed for addition/deletion should be included. The Manufacturer shall submit all required documents as listed in this

Proposal Format for any new items. Product literature shall also be submitted with the request.

D. **When a distributor is being added to the original dealers/distributors' list, the new dealers/distributors' list shall be submitted electronically (email) in an Excel spreadsheet format provided with "read and write" capabilities. The new dealers/distributors' list shall have a complete name, address, contact person, phone number, fax number and email address.**

XII. Proposal Deadline

This contract is effective October 1 through September 30; therefore, proposals must be submitted electronically to the State of Mississippi's e-procurement system between **August 1 and August 15**. Any proposal received after these dates will not be considered.

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

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501 North West Street
Jackson, MS 39201

Email - James.Brabston@dfa.ms.gov
Phone - 601-359-2007
Fax - 601-359-3910