

MISSISSIPPI DEPARTMENT OF REVENUE



IFB For Bid# 2016-02

Reach Truck Fork Lifts & Stock Pickers

Procurement Department

05/01/2016

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MISSISSIPPI DEPARTMENT OF REVENUE
Invitation for Bid
Stand-Up Forklifts and Stock Pickers

1.0 Purpose:

The Department of Revenue (referred to as “DOR” or “Department”) is seeking to obtain forklifts and stock pickers that are best suited to the intended use at our Liquor Distribution Center. The rental of this equipment will enhance the productivity of delivery of product to the trucks for delivery.

It is the responsibility of the prospective bidder to review all information contained within this Invitation and accompanying attachments. Notifications must be sent to the Department of Revenue if a vendor believes the information contained in this Invitation is devised in such a manner that would restrict competition. The Purchasing Division may be reached at telephone number (601) 923-7676 or facsimile number (601) 923-7681.

2.0 Procurement Time Line

It is our intent to follow the schedule below in the execution of this invitation for bid; however, DOR reserves the right to amend and/or change the below schedule of events, as it deems necessary.

A. Invitation for Bid Issue Date:	June 23, 2016
B. First Publication :	June 23, 2016
C. Second Publication:	June 30, 2016
D. Deadline for Submission of Questions:	July 11, 2016, 5:00 pm (CST)
E. Bid Packet Submission Deadline:	July 14, 2016, 12:00 noon (CST)
F. Bid Opening:	July 14, 2016, 2:00 pm (CST)
G. Award Notification:	July 20, 2016
H. Protest Deadline:	July 27, 2016, 5:00 pm (CST)
I. Projected Rental Delivery:	October 1, 2016

3.0 General Terms of Contract

The term of the contract shall be from October 1, 2016, through September 30, 2018. This contract is for a two (2) year period.

4.0 References

As part of its bid, each prospective provider must furnish contact information for at least four current references for purchases with their largest clients of similar size and scope of services as specified in this IFB. "Largest client" is determined by the revenue paid by the client to the provider over the past two year period. Failure to list a qualifying client may result in rejection of prospective provider's bid. DOR will contact these clients as references to evaluate the quality of the Purchased equipment. Reference information must be provided, as part of the bid package submitted for consideration. References must report the vendor to be of good reputation in providing applicable products. Although DOR requires the provision of a minimum of four references, bidder may submit as many references as desired. References will be contracted in order listed until three references have been interviewed. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least three references are available for interview. The DOR staff must be able to contact three references for a bidder to be found responsible.

5.0 Business Longevity

Each provider must have been in business a minimum of four (4) years prior to submission of its bid. Please indicate the length of time you have been in business providing equipment as specified in this IFB. Business longevity information must be provided, as part of the bid package submitted for consideration.

6.0 Approach

It is understood that all bids are submitted on the basis of complying with the provisions, terms and specifications set out herein, provided that you can do so under the various government rulings and directives now in effect or which may be issued during the period of the contract. The Department reserves the right to waive minor technicalities on bid forms and specifications that can be waived or corrected without prejudice to other bidders when it is in the best interest of the Department of Revenue. The Department reserves the right to reject any and all bids, to waive any minor informality in the bids, and, unless otherwise specified by the bidders, to accept any items on the bid.

7.0 Standard Terms and Conditions

All terms and conditions contained in the Form Rental Agreement attached hereto as Attachment C are incorporated into this IFB and shall be agreed to by the winning vendor unless specifically noted as an exception and/or deviation by the vendor.

8.0 Procurement Methodology

8.1 Rules of Procurement

All formal bids shall be binding for a minimum of forty-five (45) days after opening.

8.2 Procedure for Answering Questions

- A. All questions concerning this Invitation for Bid or the bid process must be submitted by email to:

BidQuestions@dor.ms.gov

- B. Questions and request for clarification must be submitted via email during normal business hours by the deadline reflected in Section 2.0, Procurement Time Line
- C. All questions and answers will be answered and published on the Mississippi Department of Revenue website (www.dor.ms.gov) under the Recent News tab in a manner that all bidders will be able to view by the date and time reflected in Section 2.0.
- D. The DOR will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person.

8.3 Bid Amendment or Withdrawal

No bids shall be altered or amended after the specified time for opening bids. If a bid is withdrawn after opening, the bidder will be removed from the list of eligible bidders for a period of six (6) months.

8.4 Amendments to the Invitation for Bid

The Purchasing Division of the Department of Revenue will prepare a written notification of all amendments to the IFB and forward a copy of it to all persons/companies that have requested a copy of the Invitation for Bid. Each vendor shall acknowledge receipt of amendments by completing and signing the Acknowledgement of Amendments form

included in this IFB. The Purchasing Division of DOR will also post the Amendment by number on the DOR website www.dor.ms.gov under the Recent News tab in a manner all bidders will be able to view. Respondents shall rely only on this bid and any communication from the Purchasing Division of the Department of Revenue in submitting bids. The Department of Revenue's Purchasing Division shall not be bound by any oral communications; bidders who rely upon any oral communications regarding the IFB do so at their own risk.

8.5 Opening Procedures

Bid openings shall be conducted open to the public. However, they will serve only to open bids. No discussion will be entered into with any vendor/bidder as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. Although all bidders are invited and encouraged to attend the bid-opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by the bidders. Questions will **not** be answered as a result of telephone inquiries.

8.6 Bid Evaluation

Contracts and purchases will be made or entered into with the lowest, responsible and responsive bidder meeting specifications. Factors to be considered in determining the lowest, responsible bidder include:

- Price
- Conformity
- Responsibility of Bidder
- Bidder's ability to deliver as per specifications
- Reference response
- Qualified to contract with the State of Mississippi

8.7 Award Notice

The award, if made, will be by the Department of Revenue within seven (7) days after the bid opening. After the Department of Revenue makes the award, official notification will be sent to all participating vendors. This information will be released in written form via email and/or letter. The Department of Revenue will not respond to telephone calls requesting the information. Actions taken by a bidder before the receipt of the official notification will be at the bidder's own risk, and the Department of Revenue will not be responsible for such actions. If the purchase is for an amount greater than \$50,000, such award shall be subject to approval of the purchase/rental by the Department of Finance and Administration.

8.8 Right to Protest

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Purchasing or the

Commissioner of the Mississippi Department of Revenue. The protest shall be submitted in writing within seven (7) days after notification is received. The written protest letter shall contain an explanation of the basis of the protest. A protest is considered submitted when received by the Director of Purchasing or Commissioner of the Mississippi Department of Revenue. To expedite handling the protest, the envelope should be labeled "Protest". Protest filed after normal business hours on the seventh day will not be considered.

8.9 Partial Bids Prohibited

Bids submitted must be all or none. Bids will not be accepted for any part of the total.

8.10 Office Closure Statement

If the agency is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all bidders, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. **The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event.** Each bidder shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.

9.0 Submission Procedures

9.1 Forms to be Utilized and Submitted

Bids must be formatted based on the forms furnished by DOR, or they will not be considered. Letters will not be considered a part of your bid. Facsimile transmissions will not be accepted.

9.2 Procedures for Submitting Bid

- A. Each bid packet must be sealed in an envelope labeled **BID PACKET** in the lower left hand corner of the envelope. Bids not properly marked in the lower left hand corner and opened by mail personnel prior to the bid opening will be rejected and returned to the bidder.

- B. Bids should be typed and single-sided; not handwritten. The original packet shall be signed by a company official with authorization to bind the bidder to its provisions. The original bid packet shall be submitted no later than the time indicated in section 2.0 Procurement Time Line.
- C. All bids, if possible, should be entered into the Mississippi Accountability System Government Information and Collaboration (MAGIC) system. The bid form and all attachments must be identified with the name of the bidder.
- D. Failure to submit a bid on the Bid Form or forms formatted based on DOR forms will be considered cause for rejection of bid. You may attach other sheets if the space provided is inadequate.
- E. The Department of Revenue reserves the right to decide, on a case-by-case basis, whether to reject a bid with exceptions, modifications or additions outside the parameters set by this IFB, including specifications, as nonresponsive.

9.3 Bid Labeling and Mailing Address

Each bid submitted must be mailed or hand delivered (strongly encouraged) and labeled as follows:

Mail to:	Deliver to:
Mississippi Department of Revenue Purchasing Department Post Office Box 22828 Jackson Mississippi 39225	Mississippi Department of Revenue Purchasing Department 500 Clinton Center Dr Clinton MS 39056
SEALED BID – DO NOT OPEN	SEALED BID – DO NOT OPEN

9.4 Submission Format

The bid packet must be sealed and must contain the following:

- A. Bid Cover Sheet
- B. Certification to sign on behalf of the company
- C. Bid Form
- D. References

E. Acknowledgement of amendments or modifications

F. Secretary of State Acknowledgement

Attachment A

Specifications for Reach Truck Fork Lift

Narrow Aisle Reach Truck-Quantity - 2

Base Capacity: 3,500 pounds

Net Capacity with sideshifter at 270 inches: 2200 pounds (should meet or exceed)

Mast: 270" Maximum Fork Height

119" Collapsed Height

71" Free Lift

Tilt: 3 degrees forward, 4 degrees back

Voltage: 36 volts

Minimum Aisle Requirement: 9 feet (108 inches)

Other Specifications:

34" ID/ 45" OD Outriggers

Easy access diagnostics

Multi-task controller

Power steering

Overhead guard

48" load backrest

42" forks

Battery compartment rollers

Sideshifter w/hydraulics

Tilting fork carriage

Key switch

Horn

Emergency Power Disconnect

350 amp battery connector

High speed lift cut out 12" from maximum lift (for safety)

Battery compartment size to accommodate an 18-125-13 battery

Battery Size: 38 X 15 ¼ X 30 ½ inches

Maintenance must be provided by the vendor during the agreement period.

Attachment B

Specifications for Stock Pickers

Stockpickers-Quantity - 4

Base Capacity: 3,000 pounds

Net Capacity at 240": 3,000 pounds (should meet or exceed)

Mast: 240" to 270" Maximum fork height

107" to 119" Collapsed height

325" not to exceed 328" Extended height

Voltage: 24 volts

Minimum Aisle Requirement: 60" to 66" (5 feet to 5.5 feet)

Straddle width: 42 inches (should not exceed)

Operator Compartment

Fork Length: 42 inches

Other Specifications:

Start up and run time diagnostics

Programmable performance features

Information Display Panel

Battery Discharge Indicator with Lift Interrupt

Drive tire direction indicator

Hour meters

350 amp battery connector

Battery compartment rollers

Key Switch

Horn

Strobe Light

Power steering

Emergency Power Cut-off

Side safety gates hinged or unhinged

Upper elevation travel

Pallet clamp

Battery compartment size to accommodate 12-125-15

Battery sizes: 38 X 12 – 14 max X 30 ½ inches

Maintenance must be provided by the vendor during the agreement period.

Attachment C

Revised Date: July 2015

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES AND
VENDORS
(Applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between _____ (hereinafter referred to as Customer), and _____ (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set

forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There

will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. 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.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible

equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence, which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written

consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings,

or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, 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. The Vendor 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 Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor 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, or (2) the loss of any license, permit, certification or other document granted to the Vendor 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 cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor 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. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this

Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20____ .

Vendor:

By: _____
Authorized Signature

Printed Name:

Title:

Witness my signature this the _____ day of _____, 20____ .

Customer:

By: _____
Authorized Signature

Printed Name:

Title:

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name:

Customer Agency Name:

Bill to Address:

Ship to Address:

Description of Equipment, Software, or Services

Price

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) **24**

Start Date: **10/1/2016**

End Date: **9/30/2018**

Modifications: _____

Vendor Signature

Customer Signature

Bid Cover Sheet

NAME OF COMPANY _____

QUOTED BY _____

SIGNATURE _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE _____

FAX NUMBER _____

EMAIL ADDRESS _____

NAME AND PHONE NUMBER OF COMPANY REPRESENTATIVE TO BE CONTACTED BY AGENCY SEEKING TO CONTRACT FOR SERVICES PURSUANT TO THIS IFB

In addition to providing the above contact information, please answer the following question regarding your company:

What year was your company started? _____

Certification

By signing below, the company representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the terms and conditions, instructions and specifications for the Invitation for Bid and Attachments.
2. The company meets all requirements and acknowledges all certifications contained in the IFB and Attachments.
3. The company agrees to all provisions of the IFB and Attachments
4. The company will perform the services required at the prices quoted on the bid form.
5. The company represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's bid or proposal.

[Please execute and return with Bid Materials.]

Company: _____ Signature _____

Date: _____ Title: _____

Printed Name: _____

Bid Form

Bid Number: # _____

Gentlemen:

Pursuant to the advertisement for bids to be received, I/We _____

_____ located at _____

do submit our bid form for Bid # _____ . This bid is made without collusion on the part of any person, firm or corporation.

Reach Truck (2) _____

Stock Pickers (4) _____

Total Bid _____

Exceptions and/or Deviations? Yes ___ No ___

If "Yes", please list on an accompanying document.

BID#:

.....
Company: _____

Signature: _____

Address: _____

Printed name: _____

Title: _____

Phone: _____

Date: _____

E-mail Address _____

References

REFERENCE #1

Name of Company:
Contact Person:
Address:
City/State/Zip:
Telephone Number:
Cell Number:
E-mail:
Alternative Contact Person (optional):
Telephone Number:
Cell Number:
E-mail:

REFERENCE #2

Name of Company:
Contact Person:
Address:
City/State/Zip:
Telephone Number:
Cell Number:
E-mail:
Alternative Contact Person (optional):
Telephone Number:
Cell Number:
E-mail:

REFERENCE #3

Name of Company:
Contact Person:
Address:
City/State/Zip:
Telephone Number:
Cell Number:
E-mail:
Alternative Contact Person (optional):
Telephone Number:
Cell Number:
E-mail:

REFERENCE #4

Name of Company:
Contact Person:
Address:
City/State/Zip:
Telephone Number:
Cell Number:
E-mail:
Alternative Contact Person (optional):
Telephone Number:
Cell Number:
E-mail:

REFERENCE #5

Name of Company:
Contact Person:
Address:
City/State/Zip:
Telephone Number:
Cell Number:
E-mail:
Alternative Contact Person (optional):
Telephone Number:
Cell Number:
E-mail:

REFERENCE #6

Name of Company:
Contact Person:
Address:
City/State/Zip:
Telephone Number:
Cell Number:
E-mail:
Alternative Contact Person (optional):
Telephone Number:
Cell Number:
E-mail:

Acknowledgement of Amendments

I hereby acknowledge receipt of the following amendments and understand that such amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List date and title/number of all amendments: (Write "None" if applicable)

1. _____
2. _____
3. _____
4. _____
5. _____

Signature

Printed Name

Title

Date

Secretary of State Acknowledgement

_____, acknowledges that we
(Vendor Name)

_____ are registered with the Secretary of State's Office.
(Attach proof)

_____ are not registered with the Secretary of State's Office.

We, _____
(Vendor Name)

_____ will register before the start of the contract and provide proof.

_____ will not register.

Signature

Date

Printed Name