

JACKSON STATE UNIVERSITY
OFFICE OF PURCHASING AND
TRAVEL



DOING BUSINESS WITH US

A VENDOR'S GUIDE

PURCHASING AUTHORITY

POLICY

The Purchasing Department shall be responsible for the procurement of commodities and equipment needed by Jackson State University in compliance with Section 31-7-13 MISSISSIPPI CODE OF 1972 (annotated), and with the policies and procedures established therein, in conjunction with the policies of Jackson State University. The opening of credit accounts (by an individual other than an authorized purchasing agent) in the name of Jackson State University, and walk-in orders are considered **unauthorized purchases**.

Procurements or other commitments made by unauthorized personnel are not legal and binding upon the University and may result in delays in payment or a personal obligation for the individual making the purchase or commitment.

PROCEDURE

In fulfilling its purchasing responsibility, the Purchasing Department is vested with the sole authority of being the Agent of Jackson State University, in purchase transactions with vendors.

Section 31-7-13 of the Mississippi code of 1972, (annotated), determines the way we must purchase commodities and equipment in the following manner:

Purchases wherein the total amount of the requests up to \$5,000 may be made on the open market, so long as the items are not covered by a competitively bid state contract. This is a contract bid by the Office of Purchasing and Travel from which the University is required to buy. There are also negotiated multiple source contracts which must be taken into account before a purchase order is issued. These are contracts negotiated by the Office of Purchasing and Travel for the State of Mississippi that we may or may not decide to use. In such cases, a P-1 and SC-1 Forms must be submitted to the Office Purchasing and Travel for review and approval. However, we may not pay more than the negotiated price for like items.

Purchases that involve a total dollar amount of more than \$5,000 but not more than \$50,000 require two (2) written signed quotations, on the vendor's letterhead stationery. Fax quotes are acceptable in the proper format and signed.

Purchases which involve an expenditure of more than \$50,000 may be made from the lowest and/or best bidder after advertising for competitive sealed bids. Bids will run in local newspapers once each week for two (2) consecutive weeks and opened not less than eight (8) working days after last published noticed. Once this procedure has been accomplished and the user department has accepted the low bid, a P-1 form will be submitted to the Office of Purchasing and Travel. After this process, a purchase order can be issued. If the low bid is not accepted, a written signed justification letter explaining why the low bid was not accepted must be sent to the Purchasing Department so that it can be sent to the Office of Purchasing and Travel along with a P-1 form requesting an exemption. If a trade-in is involved in the transaction, the Purchasing Department is required to also submit an 873 Form along with the P-1 form. The 873 Form (request for authorization to dispose of personal property) usually adds an additional two (2) weeks to process through the Department of Audit.

RECEIVING BIDS

BIDDERS' LIST

The Office of Purchasing & Travel maintains vendor list for most products and services purchased by the University. If you wish to be included in a Bidders' List for products and services you sell, you may contact:

Jackson State University Office of Purchasing & Travel
PO Box 17029
Jackson, MS 39217
601-979-0696 Office
601-979-0706 Fax

You will be asked to complete a Vendor Application Form, which will be used to place the name of your firm on the Bidders' List. Jackson State University will use reasonable efforts to include your firm on the Bidders' List, but it has no legal duty to do so. No guarantee or warranty is made that you will be included in the Bidders' List.

CHANGES IN VENDOR INFORMATION

It is your responsibility to keep the Office of Purchasing & Travel informed of subsequent changes that should be made to your Vendor/Bidders' List Request form. Incidental correspondence and/or bids received with different addresses will not be considered as requests for changes. Changes in vendor information on file with the Office of Purchasing & Travel (such as company name, address, or services, supplies and equipment you wish to furnish) can only be accomplished by contacting in writing the Office of Purchasing & Travel Office, including your vendor J number, federal ID number, company name, address and telephone number, and information being changed on your communication.

QUALIFICATIONS OF BIDDERS

Qualifications of Bidders are not reviewed prior to placement on a mailing list, and placement on a mailing list does not mean that the Office of Purchasing & Travel considers your firm to be a responsible Bidder. The Office of Purchasing & Travel reviews responsibility of an individual basis as noted in the Section entitled, "Qualifications of Bidder."

HOW TO OBTAIN BIDS IF YOU ARE NOT ON THE MAILING LISTS

You may obtain an Invitation for Bid by visiting or calling the Office of Purchasing & Travel, PO Box 17029, Jackson, MS 39217; Phone No. (601) 979-0696. When you request your Bid Form, ask for it by Bid Number, Title and/or Opening Date – this information appears in all advertisements, solicitations and notices.

NOTE: No formal published advertisements are made for Quotation Requests. However, these solicitations are automatically mailed to a competitive number of Vendors on our Bidders' List. The Office of Purchasing & Travel determines the number of mailings warranted for each quotation. All vendors are advised that the University is under no obligation to notify any vendor, and the University disclaims any liability or responsibility for doing so or not so doing. All vendors must check public notices to determine when the bids responses are to be submitted.

TYPES OF PURCHASES

FORMAL BIDS AND CONTRACTS

The Invitation for Bid is a formal procurement method (normally, purchases in excess of \$50,000) utilizing legal advertising, and a formal official opening of Bids viewed by witnesses at a prescribed time and date. Contracts resulting from the bid process may be of several types:

ONE-TIME CONTRACTS (FIRM OR FIXED PRICE).

These are awarded for a specified quantity of goods or services. According to the terms of the contract, delivery may be in one or several shipments.

PRICE AGREEMENTS (TERM OR REQUIREMENTS CONTRACTS).

These are awarded for anticipated amounts during a certain time period, usually one year. The contracts are binding for the full time period regardless of quantity.

CONSTRUCTION CONTRACTS

Most state construction is done thru the Department of Finance and Administration, Office of Building, Grounds and Real Property Management, 601-359-3621.

SERVICE CONTRACTS

The University contracts for services such as maintenance of equipment, janitorial, etc. on Invitation for Bids or Request for Proposals (RFP). Award of these Contracts utilize various factors including, but not limited to, the price quoted, experience of the firm, management ability, and other factors in accordance with formulas provided in the RFP or bid. Most state agencies fall under the jurisdiction of the Personal Service Contract Review Board, <http://www.spb.state.ms.us>, and must follow formal bidding procedures for contracts over \$100,000. Some agencies (Universities and MDOT) and most Governing Authorities are not required to comply with any competitive process for services yet, many do implement a competitive procedure.

REQUESTS FOR PROPOSALS (RFP)

Requests for Proposals (RFPs) allow negotiation with those vendors who submit proposals with a reasonable possibility of obtaining the award. A response to an RFP is not opened in the public forum and the final negotiated contract may differ considerably from the original proposal.

INFORMAL QUOTATIONS AND CONTRACTS

The informal quotation process (normally, purchases under \$50,000) may result in a purchase order for commodities, printing or services. There are two types of informal quotations normally used:

WRITTEN QUOTATIONS

Informal written quotations are solicited in the same manner as written bids without the formalities of a public bid opening or advertising.

TELEPHONE/FAX QUOTATIONS

In some situations, the Office of Purchasing & Travel is authorized to obtain quotations by telephone. You may be assured that such telephone quotations have the same integrity as written bids and that the lowest responsive and responsible bidder will receive the award.

SPECIAL REQUIREMENTS OF SOME BIDS

Many bids are for specialized products or services and contain requirements designed to meet specific needs. Below are listed some of the more common special requirements:

PRE-BID CONFERENCES

Pre-Bid Conferences are designed to give you, the Vendor, the opportunity to meet the Purchasing Agent, Buyer, and/or ultimate users, as well as examine and discuss specifications, bid conditions, and delivery information. We welcome and value your input on these matters and we encourage your attendance. If attendance is stated to be mandatory, bidders must attend or be disqualified.

BID DEPOSITS AND PERFORMANCE BOND

Bid surety is designed to assure that Bids are presented in good faith and unconditionally may not be unilaterally withdrawn. Performance surety assures that a contract will be faithfully performed. Security is recognized as a possible impediment in your bidding, and is not required on the majority of purchases made by the University. If security is required, the specific conditions contained in the Invitation for Bid will indicate the kind and amount of security. If a bid security is required with the bid, the bid cannot be considered without it.

BID DEPOSIT

A Bid Bond executed by a Surety company, Certified Check, Cashier's Check or Bank Draft of any National or State Bank, or Unconditional Letter of Credit may be required to be submitted with your Bid as Bid Security. A personal check or a company check of a bidder shall not be deemed a valid bid security.

PERFORMANCE AND PAYMENT BOND

Bond shall be issued by a Surety Company authorized to do business as surety in the State of Mississippi, having a Resident Manager in the State of Mississippi and having twice the minimum surplus and capital required by the Mississippi Insurance Code at the time the Bid is issued. Bonds of \$500,000 or more may have additional requirements listed in the Invitation for Bid.

INSURANCE

Whenever a Quotation or Bid requires you to provide insurance, the low bidder must provide this prior to the Office of Purchasing & Travel recommending award. It will be necessary for you to furnish a Certificate evidencing insurance coverage as may be required. All insurance requirements and a sample form will be provided to all interested Bidders.

SAMPLES AND TESTING

From time to time the Office of Purchasing & Travel may require samples of goods being bid. If such a request is made, all samples must be furnished free of charge (including delivery charges) and will be returned at Vendors' request if not destroyed in testing.

ADDENDA/CHANGES IN THE BID PROPOSAL

During the course of a formal written bid procedure, changes may take place affecting the terms and conditions or the specifications of the bid. In these instances, a written addendum will be mailed to all vendors who have received bid documents. These changes become an integral part of the bid and may be required to be signed and returned with the bid documents. The Addendum will indicate if a signature is

required as well as whether it must be returned. Addenda for bids are also noted on the Purchasing web site.

HOW TO BID

CONTENTS OF SOLICITATIONS

The Bid Form contains the specifications for the commodity or service being purchased, the terms and conditions governing the bid, and will become the actual contract if you are awarded the bid.

ADHERENCE TO SPECIFICATIONS

Manufacturers' names, trade names, brand information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition. You may offer any brand that meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate such on the bid form the manufacturer's name and catalog number. You should submit with your bid complete descriptive literature and/or specifications. You should also explain in detail the reason(s) why and how the proposed equivalent will meet the specifications and not be considered an exception, and submit adequate proof to substantiate this claim. The Office of Purchasing & Travel or other awarding authority reserves the right to be the sole judge of what is equal and acceptable. Bids that do not comply with these requirements are subject to rejection. If you fail to name a substitute it will be assumed that you are bidding on, and will be required to, furnish goods identical to the bid standard.

BIDDING PROMPT PAYMENT DISCOUNTS

You may offer a cash discount for prompt payment; however, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Your bid should reflect any unit price discount to be considered in the bid evaluation.

SUBMITTING THE BID

Once you have completed the Bid and Acknowledgment Form, which must be signed, seal the document(s) in the envelope provided and fill in your firm's name and address, and return to us. Be sure that your bid reaches Jackson State University Office of Purchasing & Travel, PO Box 17029, Jackson, Mississippi 39217, before the time and date specified on the Form – no bids are accepted after that time.

All bids are opened at the indicated time and date in public, read aloud at a specified place, tabulated, and made available for inspection. For questions regarding the Bid Form, contact the Purchasing Agent.

ERRORS IN BIDDING

Your bid is your firm offer to enter into a contract with the University. However, if you discover that you have made an honest mistake in your bid, which can be supported by proof that has evidentiary value, you must notify the Purchasing Agent immediately. The Purchasing Agent, on a case-by-case basis and in the exercise of professional discretion, may grant or deny relief.

HOW AWARDS ARE MADE

ACCEPTABLE BIDS

After bids are read and tabulated, they are analyzed by the Office of Purchasing & Travel's Staff to determine the lowest responsive and responsible bid that meets specifications. To be responsive, a Bidder must complete all applicable portions of the Bid as instructed. Omission of signature or any crucial part will result in automatic bid disqualification. In addition, all bids must meet the minimum acceptable quality level as stated in the specifications. Failure to meet the specifications will also result in disqualification of the bid. Quality that exceeds that which was specified will not be given special consideration in determining the low bidder.

AWARDS

All bid awards shall be made by the Purchasing Agent. Although the time varies, analysis and award is normally completed within ninety (90) days.

ADDITIONAL HELPFUL INFORMATION

The purchase order is the University's official means of procurement notification. Vendors are not authorized to deviate from the instructions set forth in the purchase order. In the case of a Term Contract (a requirements contract covering a specific period of time), a letter will normally be sent to the successful bidder advising of those items being awarded. Invoices must always reference the applicable purchase order number. It is the policy of the Office of Purchasing & Travel to consider total cost when making an evaluation to determine the lowest and best bid. Total cost evaluations may include items such as quality, durability, user recommendation/experience, past performance record and other items as applicable.

Care should be taken when completing the formal bid package. Failure to comply with the bid requirements may result in your bid being disqualified. Prior to submitting your bid, check to see that it's signed and that all documentation has been completed.

REJECTION AFTER BID OPENING

After bids are open, any oral bids may be rejected by the Purchasing Agent.

VENDOR'S RESPONSIBILITY AFTER AWARD

CONTRACT PERFORMANCE

After you have been awarded a contract, the acceptance of your delivery is conditional upon inspection by the receiving agency and their certification that you have fully complied with the terms of the contract. This includes, but is not limited to, on-time delivery of the exact items described on the purchase order.

NONPERFORMING VENDORS

In order to guarantee the contract price and ensure delivery of needed products and services, the University reserves a contractual right to cancel the contracts of nonperforming vendors. If a vendor fails to deliver in accordance with the terms and conditions, or otherwise breaches the contract with the University, the nonperforming vendor may be barred from doing business with Jackson State University for a time period determined by the Purchasing Agent, along with any legal action deemed appropriate.

CHANGE ORDERS AND MODIFICATIONS

Occasionally, after a Contract has been awarded, changes occur in either price or performance. If the contract provides for modifications, it is done by a written change order which is sent to the Purchasing

Agent. Please note that the contract will specifically state the circumstances under which changes are allowed.

INVOICE AND PAYMENT PROCEDURES

The Office of Financial Services is responsible to ensure that all legal and procedural requirements have been met before authorizing payments to vendors. In order to facilitate the timely processing of payments to vendors, the accounts payable department must have the proper invoice.

PROPER INVOICE

The Office of Financial Services has set forth requirements for an invoice to be a proper invoice. The requirements of a proper invoice shall be as set forth in the agreement or contract governing the purchase; however, in addition, no invoice submitted by a Vendor shall be considered a proper invoice unless the invoice is an original invoice, is delivered to the University in accordance with the purchase order, and sets forth the following and additional information:

- ≈ The University purchase order number, correlating to the University purchase order number under which the purchase was made;
- ≈ The name of the business organization recited in the University purchase order;
- ≈ The date of its preparation;
- ≈ An identifying number to facilitate identification of the invoice;
- ≈ The Vendor's federal identification number;
- ≈ A description of the goods or services or property provided to the University;
- ≈ The University's part or item number for each item or part delivered;
- ≈ The delivery terms set forth within the University purchase order;
- ≈ The location and date of delivery of the goods or services of property to the University;
- ≈ The quantity of the goods or services or property provided to the University;
- ≈ The unit price of the goods or services or property provided to the University;
- ≈ The extended total price of the goods or services or property provided to the University; and
- ≈ Any applicable discounts.

The Accounts Payable Department must also have authorization from the unit purchasing the goods or services to pay amount invoiced.

Mail all invoices to:

Jackson State University
Accounts Payable Department
P O Box 17250
Jackson, MS 39217

Generally, invoices will be paid 30 days from the date of the invoice unless discount terms are Offered.

ORGANIZATION AND TELEPHONE NUMBER

Jackson State University Office of Purchasing & Travel
1400 John R Lynch St
Administration Tower 4th Floor
Jackson, MS 39217
(601) 979-0696
(601) 979-0706

NON-BINDING NATURE OF THIS PUBLICATION

This publication is designed solely to provide general summary information to those wishing to do procurement business with Jackson State University. As such, it is not binding in either a legal or regulatory sense. The procurement activity of Jackson State University is performed in accordance with the applicable laws and other applicable rules and regulations governing the information in this publication notwithstanding.

This publication does not have the force or effect of any law, rule or regulation, and should not be relied upon by bidders in determining their actions or conduct.