

**MISSISSIPPI GULF COAST REGIONAL CONVENTION AND VISITORS BUREAU
d/b/a COASTAL MISSISSIPPI**

**STANDARD TERMS AND CONDITIONS FOR REQUESTS FOR QUOTATIONS
UTILIZING REVERSE AUCTIONS**

1. **GENERAL:** These are the Standard Terms and Conditions for the Mississippi Gulf Coast Regional Convention and Visitors Bureau d/b/a Coastal Mississippi, herein "Bureau." Any Special Terms and Conditions included in the Request for Quotation (RFQ) override these Standard Terms and Conditions. These Standard Terms and Conditions and any Special Terms and Conditions become part of any resultant contract.

2. **ACCEPTANCE & REJECTION:** The Bureau reserves the right to accept or reject all or any part(s) of a bid, to waive minor technicalities, and to award the bid to the bidder that is most advantageous to the Bureau in accordance with applicable law. This RFQ does not in any way commit the Bureau to contract for the commodities/ services listed or incorporated by reference herein.

3. **BID SUBMISSION:** Bids must be submitted to the Bureau via www.centralbidding.com on or before the date and time specified for bid opening. Responses to this RFQ must contain all required and pertinent information. Respondents who meet the specifications of this RFQ will be selected to enter a reverse auction process at the aforementioned Central Bidding website at the time appointed in this RFQ hereinbelow. The Bureau reserves the right to refuse late responses.

4. **PERTINENT LAWS:** The Bureau is a political subdivision of the state of Mississippi and must comply with its laws, rules, and regulations. For vehicle purchases, Mississippi Code §31-7-18 (as amended) applies and requires that a public entity may pay a sum not to exceed 3% greater than the price paid by the dealer to the manufacturer. Documentation may be required to verify compliance with the aforementioned statute.

5. **SIGNATURE:** Failure to sign the bid will disqualify it. The Person signing the bid should show the title or authority to bind his/her business in a contract. "Signature" means a manual or an electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record that is: (a) unique to the person using it; (b) capable of verification; (c) under the sole control of the person using it; (d) linked to data in a manner that if the data is changed, the electronic signature is invalidated.

6. AMENDMENTS: The bid cannot be altered or amended after bid opening except as permitted by applicable laws, ordinances, and regulations.

7. NO BID: It is no longer necessary to return a "No Bid" response to the Bureau.

8. PRICES: The product price should not be included in the bid, as bidders who meet the necessary specifications and qualifications will be invited to engage in a reverse auction at the time and date provided in the RFQ. See section four (4) contained herein for pertinent laws. The not-to-exceed amount for this purchase is \$68,000. This price includes any and all costs, taxes, or fees.

9. TAX EXEMPT: The Bureau is a political subdivision of the state of Mississippi and is, therefore, tax-exempt. This means that Ad Valorem taxes do not apply to the Bureau, and it is also exempt from sales tax.

10. TRADE DISCOUNTS: Trade discounts should be deducted from the price and the net price shown on the bid.

11. QUANTITIES: The quantities stated on "firm" contracts are the Bureau's actual requirements. The quantities stated in "term" contracts are estimated only and are not guaranteed (The Bureau may order more or less than the estimated quantity).

12. BRAND NAME REFERENCES: Unless specified "No Substitutes," any catalog, brand name, or manufacturer's reference used in the bid invitation is descriptive only and not restrictive and is used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand, or trade name and other descriptions and should include the manufacturer's illustrations and complete descriptions of the product offered. If a bidder fails to submit a bid that contains such information, the bid may be rejected. The Bureau reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the Bureau may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed the specifications identified in the bid invitation. If the bidder takes no exception to specifications or reference data in this bid, he/she will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

13. GUARANTY: All items for which a bid is submitted must be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material and that if sold by drawing, sample, or specification, it will conform thereto and will serve the function for which furnished hereunder. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder such items will function properly when installed. Bidder also guarantees that all applicable laws relating to construction, packaging, labeling, and registration have been complied with. Bidder's obligations under this paragraph shall survive for a period of one (1) year from the date of delivery unless otherwise specified herein.

14. LIMITATIONS ON LIABILITY: Contract language from Bidder/Vendor that limits in any way recovery in tort actions is not acceptable.

15. SAMPLES: Samples or demonstrators, when requested, must be furnished free of expense to Coastal Mississippi. If samples are not destroyed during reasonable examination, they will be returned to the bidder, if requested, at the bidder's expense. Each sample should be marked with the Bidder's name and address, bid number, and item number. Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from regular shipments. In the event that the products tested fail to meet or exceed all conditions and requirements of the original specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

16. ALTERATION OF ORIGINAL RFQ DOCUMENT: The original written or electronic language of the RFQ shall not be changed or altered except by an approved written addendum issued by the Bureau. This does not prohibit a vendor/contractor from taking exception(s) to these documents but does clarify that he/she cannot change the original document's written or electronic language. If a vendor wishes to make exception(s) to any or the original language, they must be submitted in separate written or electronic language in a manner that clearly explains the exception(s). If a vendor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the response may be declared as "non-responsive" and not considered.

17. AWARD: Any award resulting from this RFQ shall be awarded with reasonable promptness by written notice to the lowest and best responsive bidder. A written Purchase Order mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the RFQ results in a binding contract without further action by either party. The effective date of the purchase order shall be the date it is mailed or otherwise furnished by the Bureau to the address

of the bidder indicated in the respective bid. The Bureau reserves the right to award the item(s) listed on the RFQ individually, by groups, all or none, or by any other method as deemed most advantageous to the Bureau in accordance with applicable law. In the event all bids exceed available funds, as certified by the appropriate fiscal officer, the Executive Administrator, under the supervision of the Chief Executive Officer, is authorized, in situations where time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price, including changes in the bid requirements, with the lowest and best responsible bidder in order to bring the bid within the number of available funds. Firm Contract: A written Bureau Purchase Order mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the RFQ results in a binding contract that requires the contractor to furnish the commodities or services as stated on the purchase order that will reference the original RFQ documents and number. The vendor is to immediately initiate action to comply with the requirements of the PO, which, by reference, will incorporate all the requirements contained in the original RFQ. Term Contract: A Contract Award will be issued to the successful bidder. It results in a binding obligation of the item(s) or service(s) for specific pricing and time frame without further action at that time by either party. The Contract Award does not authorize any shipment(s) or service(s) to be provided. Shipment(s) of commodities or the providing of service(s) related to a "term contract" is only authorized by the receipt of a Bureau Purchase Order by the contractor that will list the actual requirement, pricing, delivery location, and contract number.

18. TERM OF CONTRACT: The RFQ, Contract Award, or Purchase Order will clearly state the period of time the contract will be in effect for each individual contract.

19. DELIVERY: On the face of the RFQ, the bidder should show an approximate number of days for delivery after receipt of the order. "Working days" shall be defined as Monday through Friday of each week, exclusive of all official Bureau holidays.

20. BACKORDERS OR DELAY IN DELIVERY: Backorders or failure to deliver within the time required may result in default of the contract. The contractor must give written notice to the Bureau of the reason and the expected delivery date. If the reason is not acceptable to the Bureau, the contractor will be deemed to be in default. The Bureau has the right to extend delivery if the reasons for untimely delivery are found by the Bureau to be valid. If the date is not acceptable, the Bureau may buy elsewhere, and any additional cost will be borne by the Contractor.

21. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without prior written approval by the Bureau. Delivery shall be made during the Bureau's work hours

only, 8:00 a.m. to 4:00 p.m., Monday through Friday, unless prior approval for other delivery has been obtained from the Bureau. A packing memorandum shall be enclosed with each shipment.

22. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by the Bureau after delivery. Backorders, default in promised delivery, or failure to meet specifications authorizes the Bureau to cancel this contract or any portion of same, reasonably purchase commodities elsewhere, and charge the defaulting contractor a full increase, if any, in cost and handling. Consistent failure to meet delivery without a valid reason may cause removal from the Bidders' List or suspension of eligibility for award.

23. **VARIATION IN QUANTITY:** The Bureau assumes no liability for commodities produced, processed, or shipped in excess of the amount specified in the Bureau's Purchase Order.

24. **INVOICING:** The contractor shall be paid upon completion of all the following: (1) delivery and acceptance of the commodities or services; (2) submission of a properly itemized invoice that reflects the contract/purchase order number(s), item(s), quantity and pricing; (3) and the proper and legal processing of the invoice by the Bureau. Invoices must be sent to the Bureau as shown on the Purchase Order. Itemized invoices shall be required, and payment shall be net forty-five (45) to provide the Bureau with adequate time to have the expenditure approved by its Board of Commissioners.

25. **ATU PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data, or any other commodity furnished to the contractor hereunder or in contemplation thereof or developed by the contractor for use hereunder shall remain property of the Bureau, be kept confidential to the extent allowed by Mississippi law, be used only as expressly authorized, and returned at the contractor's expense, properly identifying what is being returned.

26. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold harmless the Bureau from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.

27. **ASSIGNMENT:** Any contract entered into pursuant to this RFQ is not assignable nor the duties thereunder delegable by either party without the written consent of both parties of the original contract.

28. CANCELLATION: Either party may cancel any contract or item award for cause by giving thirty (30) days notice of intent to cancel. (a) Cause for the Bureau to cancel will include, but is not limited to, cost exceeding current market prices for comparable purchases, request for an increase in prices during the period of the contract, or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation. Cancellation by the Bureau does not relieve the contractor of any liability arising out of default or nonperformance. If a contract is canceled due to a request for increases in pricing or failure to perform, that contractor will be removed from the bidders/vendors list for a period of up to twenty-four (24) months. (b) Cause for the vendor to cancel a contract will include but is not limited to the item(s) being discontinued and unavailable from the manufacturer or non-payment of vendor invoices by the Bureau.

29. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the Bureau have the right to pursue any other remedy permitted by law or in equity.

30. LACK OF FUNDS: The Bureau may cancel this contract if funds are no longer legally available for expenditures under this contract. The Bureau will return any delivered but unpaid goods in normal condition to the contractor. If the Bureau is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim for the actual expense. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

31. ETHICAL STANDARDS: It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Bureau contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

32. DISCRIMINATION: In order to comply with the provisions of all applicable laws, ordinances, and regulations relating to unfair employment practices, the bidder agrees as follows: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, pregnancy, veterans status, genetic information, sexual orientation, gender identity, disability or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, pregnancy, veteran status, genetic information, sexual orientation, gender identity, disability or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Bureau for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of contract

and it may be canceled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of all applicable laws, ordinances, and regulations in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

33. **MINORITY VENDORS:** The Bureau encourages all small, minority, and women-owned business enterprises to submit bids. Encouragement is also given to all contractors that, in the event they subcontract portions of the contract, consideration is given to vendors who fall under the aforementioned categories.

34. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this RFQ, the bidder named on the front of this RFQ, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells, and transfers to the Bureau all rights, title, and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

35. **CONFIDENTIALITY:** Information shared between the Bureau and bidder(s) is deemed proprietary and is therefore confidential, to the extent permitted under Mississippi law, notwithstanding information that is openly publicized or readily available to the public.

36. **GOVERNING LAW AND JURISDICTION:** The agreement with the vendor/contractor shall be governed by the laws of the State of Mississippi, and jurisdiction for any dispute arising hereunder shall be the state court of competent jurisdiction located in Harrison County, Mississippi.