



STATE OF MISSISSIPPI

OFFICE SUPPLIES EXTENSION 4

CONTRACT NO. - 8200048766

CONTRACT SMART NO. -1130-20-C-SWCT-00130

**DEPARTMENT OF FINANCE AND ADMINISTRATION OFFICE OF
PURCHASING, TRAVEL AND FLEET MANAGEMENT
701 WOOLFOLK BUILDING, SUITE A
501 NORTH WEST STREET
JACKSON, MISSISSIPPI 39201**

OFFICE SUPPLIES CONTRACT

CONTRACTOR'S NAME: MS INDUSTRIES FOR THE BLIND

SUPPLIER NUMBER: 3100015748

CONTRACT NUMBER: 8200048766

CONTRACT SMART NUMBER: 1130-20-C-SWCT-00130

EFFECTIVE DATES: November 1, 2019 through October 31, 2020

EXTENDED DATES: November 1, 2020 through October 31, 2021

EXTENDED DATES: November 1, 2021 through October 31, 2022

EXTENDED DATES: November 1, 2022 through October 31, 2023

EXTENDED DATES: November 1, 2023 through October 31, 2024

1. AUTHORITY

- 1.1 This certifies that a contract has been executed between the Office of Purchasing and Travel, an Office of the Department of Finance and Administration for the State of Mississippi and the herein designated contractor or contractors pursuant to Section 31-7-7, Mississippi Code of 1972, Annotated, for the commodities specified herein.

2. APPLICATION

- 2.1 All purchases made by state agencies for commodities included under the provisions of these contracts shall be purchased under the terms of these contracts exempt by special authorization from the Office of Purchasing and Travel.

Under the provisions of Section 31-7-7 Mississippi Code of 1972, Annotated, the prices offered herein may be extended to the governing authorities. However, the governing authorities, by provisions of Section 31-7-12, Mississippi Code, may purchase commodities covered by state contracts from any source offering an identical commodity at a price that does not exceed the state contract price.

Commodities purchased under provisions of these contracts from the awarded contractor or contractors or authorized distributors shall be exempt from competitive bid requirements otherwise applying to purchases by state agencies and governing authorities. Applicable purchase orders issued by state agencies, regardless of the total amount, do not require further approval by this office.

The term, governing authorities, shall be defined as to mean boards of supervisors, governing boards of all school districts, all boards of directors of public water supply district, boards of directors of master public water supply districts, municipal public utility commissions, governing authorities of all municipalities, port authorities, commissioner and boards of trustees of any public hospitals and any political subdivision of the state supported wholly or in part by public funds of the state or political subdivisions thereof.

3. RESTRICTION

- 3.1 Commodities not specifically listed herein may not be purchased under the provisions of these contracts. It shall be understood that these contracts supersedes all other contractual agreements applicable to the commodities covered herein.

4. TRANSPORTATION

- 4.1 Minimum Order Quantity: Orders shall be for standard package quantities as listed on the contract. Orders for broken packages may be accepted at the discretion of the contractor. State agencies

OFFICE SUPPLIES CONTRACT

CONTRACTOR'S NAME: MS INDUSTRIES FOR THE BLIND

SUPPLIER NUMBER: 3100015748

CONTRACT NUMBER: 8200048766

CONTRACT SMART NUMBER: 1130-20-C-SWCT-00130

EFFECTIVE DATES: November 1, 2019 through October 31, 2020

EXTENDED DATES: November 1, 2020 through October 31, 2021

EXTENDED DATES: November 1, 2021 through October 31, 2022

EXTENDED DATES: November 1, 2022 through October 31, 2023

EXTENDED DATES: November 1, 2023 through October 31, 2024

purchasing less than \$100 will not be required to buy from the state contract vendor. Vendors may honor the price for orders of less than \$100.

- 4.2 Freight F.O.B. Agencies and Governing Authorities: All quotations shall be f.o.b. destination. The term f.o.b. destination shall mean delivered inside any state agency and when applicable, any local government agency within the State of Mississippi, with all charges for transportation and unloading paid by the contractor.
- 4.3 Delivery Time: Total orders shall be delivered within ten (10) days after receipt of order.
- 4.4 Special Delivery: Orders may be placed that require special handling that incur extra charges. Examples of special delivery are delivery to a P. O. located within the State of Mississippi or delivery by special carrier; for example, air freight. When such orders are incurred, the contractor shall prepay and may enter the charges that are in excess of normal charges on the invoice as a separate item for payment by the ordering agency. A copy of these charges must accompany the invoice.

All deliveries are subject to the inspection, count, weight, measurement, and test of the buying entities. If latent defects are discovered after office supplies have been accepted, the defective portion will be rejected and the contractor will be required to replace them within a time limit fixed by the buying agency. Any unsatisfactory shipment shall be returned to the contractor, FREIGHT COLLECT.

5. OTHER INFORMATION

- 5.1 Catalog Format: Contract Format: OPTFM has listed a state contract number and a state contract *smart* number. The contract number is an automatically generated number. The smart number is a more unique identifier that lists OPTFM's agency's number, contract year and shows agencies that it is a statewide contract. Either number can be used by agencies to search for this contract in the State's e-procurement system.
- 5.2 Description Format: The description format begins with the descriptive information followed by the brand and product number. If the product is recycled, it will be so indicated with a percentage and "R" bracketed with asterisks. Examples: *10%R* means the product contains 10% postconsumer recovered materials.
- 5.3 Procurement Card: The vendor awarded commodities on the office supplies contract will accept the procurement card for purchases of contract items.
- 5.4 The contract lists a brand and product number for each commodity listed on the contract. If it is found that items delivered are not the brand and product number listed on the contract, the buying

OFFICE SUPPLIES CONTRACT

CONTRACTOR'S NAME: MS INDUSTRIES FOR THE BLIND

SUPPLIER NUMBER: 3100015748

CONTRACT NUMBER: 8200048766

CONTRACT SMART NUMBER: 1130-20-C-SWCT-00130

EFFECTIVE DATES: November 1, 2019 through October 31, 2020

EXTENDED DATES: November 1, 2020 through October 31, 2021

EXTENDED DATES: November 1, 2021 through October 31, 2022

EXTENDED DATES: November 1, 2022 through October 31, 2023

EXTENDED DATES: November 1, 2023 through October 31, 2024

agency will reject the items and shipment shall be returned to the contractor, FREIGHT COLLECT.

The contractor will be required to replace the items with the brand and product number listed on the contract within a time frame fixed by the buying agency.

- 5.5 The Contract Administrator MUST return all calls within four (4) hours after receiving the call from buying entities.

6. ORDERING

- 6.1 Purchase Order Information: In writing the purchase order, it will be necessary that you include the following information referencing the product.

- A. Vendor's Name and Number
- B. Contract Number
- C. Effective Dates
- D. Item Name
- E. Item Number
- F. Brand
- G. Quantity
- H. Unit Price (each, per case, per gal., per lb., etc.)
- I. Total Price

7. CONTRACT ADMINISTRATION

- 7.1 Questions or problems arising from these contracts or subsequent order and delivery procedures should be directed to the Office of Purchasing and Travel, 701 Woolfolk Building, Suite A, 501 North West Street, Jackson, MS 39201; Phone: 601-359-3409.
- 7.2 Invoices and Payments: After merchandise has been received and invoices submitted to the using agency, it shall be the responsibility of the using agency to make payment. Any questions concerning payment should be addressed to the user agency listed in the "Invoice To" section of the Purchase Order.

The State requires the Contractor 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 Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.