

INSTRUCTIONS AND SPECIAL CONDITIONS
FOR
LASER PRINTER TONER CARTRIDGES FOR TYPE II
REMANUFACTURED CARTRIDGES

1. SCOPE

- 1.1 Purpose. The purpose of this Invitation to Bid is to establish a source or sources of supply for the purchase of re-manufactured laser printer toner cartridges by all state agencies and by governing authorities within the geographic limits of the State of Mississippi.
- 1.2 Term. The term of the Contract for these commodities shall be for a period of twelve (12) months with an option to renew for an additional twelve (12) months provided, however, that any contract extension shall be at no increase in price. The effective date is expected to be June 1, 2017. The Office of Purchasing and Travel reserves the right to extend the term, when necessary, to continue a source or sources of supply whenever new or replacement Contracts are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Contractor(s) and shall not exceed three months.
- 1.3 Volume. The total quantity of purchases of any individual commodity on the Contract is not known. The usage shown on the bid is for the period of June 1, 2016, through May 31, 2017. The Office of Purchasing and Travel does not guarantee that the State will buy any specified commodity or any total amount. All orders received by the Contractor during the term of the Contract shall be filled in accordance with the terms and conditions hereinafter set forth.
- 1.4 Statewide Term Contract. A Statewide Term Contract will be awarded by the Office of Purchasing and Travel pursuant to Mississippi law and the provisions contained herein.
- 1.5 Restriction. No purchases are to be made from this contract of any item that is not listed or of any commodity that is currently authorized under any contract awarded prior to this Contract.
- 1.6 Additions/Deletions/Changes. The Office of Purchasing and Travel reserves the right to add commodities and/or Contractors and to make other changes that are within the original scope of the Contract during the term of the Contract. Any such change will be made through the competitive bid process.
- 1.7 Exemptions/Special Conditions. The Office of Purchasing and Travel reserves the right to authorize agencies to make purchases outside the terms of this contract if it is deemed to be in the best interest of the Agency and the State and in compliance with statutory bidding requirements.

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2. SPECIAL CONDITIONS

- 2.1 Bids Based on State Specifications. Bids are requested on commodities that meet the specifications (Refer to General Conditions 1.4 and 1.5).
- 2.2 Firm Bid Price Period. Prices quoted shall be firm for the term of the contract except the State shall be advised of, and receive the benefit of, any price decrease in excess of five per cent (5%) automatically. The Contractor must provide written price reduction information within ten (10) days of its effective date.
- 2.3 Price Increase Rejected. Re: 2.2 above. Any request for price increase during the term of the contract will be rejected. Should this rejection result in a cancellation of the Contract, a new contract will be established as per prescribed competitive bid procedures. Bids submitted by the Vendor causing cancellation will not be considered. Further, that Vendor shall be disqualified from bidding for a period of 24 months.
- 2.4 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 and unloaded onto the receiving dock or room address of 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.
- 2.5 Minimum Order Quantity. The minimum order dollar amount is \$100. State agencies purchasing less than \$100 will not be required to buy from the contract vendor. Vendor may honor the price for orders of less than \$100.
- 2.6 Delivery. The contractor shall be required to maintain or to have available for his own use an inventory sufficient to make shipment within the time stated in the bid. Maximum delivery is ten (10) days After Receipt of Order (ARO). Total orders shall be delivered within ten (10) days ARO. If the vendor cannot deliver the total order within this time frame, the vendor shall notify the Office of Purchasing and Travel and the buying entity the reason they cannot deliver all items within the ten (10) days. Each instance will be counted as a failure to comply with the contract. (See Contract Compliance, Section 5.1 of the Instructions and Special Conditions.) Bids which indicate a delivery time of greater than ten (10) days ARO will be rejected.
- 2.7 Special Delivery. Orders may be placed that require special handling that incurs extra charges. Examples of special delivery are delivery to a post office 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.
- 2.8 Packaging. All packaging shall conform to the current standards acceptable to the trade and required by Interstate Commerce Commission (ICC) regulations.

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- 2.9 Discrimination. The bidder understands that the State 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, or any other such discrimination; and the bidder, by submitting this bid, agrees during the term of the agreement that the bidder will strictly adhere to this policy in its employment practices and provision of products or services.
- 2.10 Minority Vendor Status. Bidders should indicate if they or any of the distributors they list are considered Minority Vendors. Minority Vendor means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged, and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637(a). **MINORITY** as used in this provision means a person who is a citizen or lawful permanent resident of the United States and who is: Black Americans - racial groups of Africa; Hispanic Americans - of Mexican, Puerto Rican, Cuban, Central/South America, Spanish or Portuguese culture or origin; Native Americans - origin in any of the original peoples of North America; Asian Pacific Americans - origins of the Far East, Southeast Asia, the Indian subcontinent; or a Woman.
- 2.11 E-Verify Compliance - If applicable, Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance. Upon request of the State, and after approval of the Social Security Administration or Department of Homeland Security when required, Vendor agrees to provide a copy of each such verification. Contractor/Seller further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor/Seller to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; (2) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or (3) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

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- 2.12 Suspension and Debarment Certification. By submitting this electronic bid, the bidder is certifying that neither the bidder nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in Federal assistance programs.
- 2.13 Procurement Card. The vendor awarded this printer cartridge contract will be required to accept the State of Mississippi Small Purchase Procurement Card for purchases of contract items.
- 2.14 Reports. At the end of the term or as directed by the Office of Purchasing and Travel (OPT), the Contractor shall furnish a complete summary of all items sold during the current contract period as specified by OPT. This summary shall include item number, description of item, units sold and prices.

An additional report must indicate each state agency and other governmental entity to which sales have been made, the location of each, date of the sale and the total dollar sales for the current contract period as specified by the Office of Purchasing and Travel. Please do not include sales to nongovernmental entities. The report should be compiled in Excel. Failure to comply with these requests will result in disqualification from bidding for a period of 24 months.

- 2.15 Notice of Award Review. Upon completion of the bid evaluation process, the Office of Purchasing and Travel will distribute a Notice of Award through the State of Mississippi e-procurement system. Upon receipt of this notification the vendor should review the Bid Award and notify the Office of Purchasing and Travel of any errors by a specified date. The specified date will be considered to be the "evaluation review deadline."

Vendors who claim to have made an error on their bid and can provide adequate documentation to substantiate the claim may withdraw the bid without penalty anytime on or before the evaluation review deadline. Any vendor who withdraws a bid after the evaluation review deadline shall be disqualified from bidding for a period of 24 months. Any intent to withdraw must be made in writing.

3. BID INSTRUCTION

- 3.1 Bid Package. The bid package consists of the following:
- General Conditions
 - Instructions and Special Conditions
 - Specifications
- 3.2 **Submission of Bids. All bids must be submitted electronically through the State of Mississippi e-procurement system.**
- 3.3 **Packaging. Enter the packaging being bid in the space provided in the State of Mississippi e-procurement system. Packaging should include the number of cartridges per box, case, package, etc.**
- 3.4 **Manufacturer's Brand Name. You must enter the manufacturer/brand name for each item being bid in the State of Mississippi e-procurement system.**

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- 3.5 Manufacturer's Model Number. You must enter the manufacturer's model number for each item being bid in the State of Mississippi e-procurement system.**

4. EVALUATION AND AWARD

- 4.1 Rejection. The Office of Purchasing and Travel reserves the right to reject any bid. Prices for individual commodities or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, may be rejected if such action would be in the best interest of the State.
- 4.2 Bidder's Qualification. Bidders must, upon request of the State, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Office of Purchasing and Travel reserves the right to make the final determination as to the bidder's ability.
- 4.3 Award. The State will award all items to one vendor on a statewide basis for Type II - Re-Manufactured Cartridges only.
- 4.4 Award Criteria. The award will be made to the best bid. Factors to be considered in determining the best bid include:
- Bottom Line Figure
 - Conformity with Specifications
 - Responsibility of the Bidder
- 4.5 Award Process. **Bidders must bid on all items listed. Failure to do so shall be cause for rejection of bid.** Awarding will be accomplished by multiplying the usage figure times the price bid for each item to arrive at an item cost. For items that do not indicate any usage, a quantity of one will be used when calculating the item cost. The item costs for all items will be summed to arrive at a bottom line figure. The award will be made to the lowest bottom line figure.

5. CONTRACT ADMINISTRATION

- 5.1 Contract Compliance. All bidders should note that the awarded vendor will be expected to meet all specifications of this bid. As per Section 15.1 of the General Conditions, any failure to perform is cause for cancellation of a bid contract. Contract will be monitored closely to ensure vendor compliance. If problems occur, they will be reviewed and discussed with the vendor and the vendor will be expected to rectify all problems promptly. Once the Office of Purchasing and Travel has received five (5) written, substantiated and verified complaints on an awarded vendor regarding noncompliance of any of the contract terms and conditions, that vendor's contract will be canceled and that vendor will be disqualified from bidding for a period of 24)months.
- 5.2 Inquiries. Questions or problems arising from bid procedures 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.
- 5.3 Assignment. No Contract may be assigned, sublet, or transferred without the written consent of the Director, Office of Purchasing and Travel.

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- 5.4 Contract Distribution. After Contract is awarded, it will be available on the following websites:

https://www.ms.gov/dfa/contract_bid_search/Contract

<http://www.dfa.ms.gov/dfa-offices/purchasing-travel-and-fleet-management/purchasing-and-travel/contracts/>

- 5.5 Billing Instructions. Invoices are to be mailed to the address shown on individual Purchase Orders.

- 5.6 Invoices and Payment. 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.

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.

- 5.7 Bid Tabulation Review. All vendors are invited and encouraged to attend the bid opening meeting to review the submitted bids. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by vendors. Upon completion of the evaluation process, the Office of Purchasing and Travel will notify the vendor(s) who have submitted the apparent low bid(s) meeting specifications. (See Section 2.15.)

Vendors may request copies of bid tabulations and evaluations pursuant to the Public Records Act 25-61 et. Seq., MS Code of 1972.

- 5.8 Bid Review Schedule. Unless otherwise indicated, the following bid review schedule will be adhered to. Any protest or questions concerning the evaluation or award must be received in writing by the Office of Purchasing and Travel on or before the evaluation review deadline.

- Bid Opening Meeting: April 12, 2017, 2:00 p.m.
- Evaluation Process: April 14 – May 1, 2017
- Distribution of Apparent Award: May 2, 2017
- Evaluation Review Period: April 29 - May 2, 2017
- Evaluation Review Deadline: May 2, 2017
- Effective Date: June 1, 2017

This Schedule may be revised to later dates if situations warrant such revisions. Any vendor wishing to be advised of such revision, should submit a letter with their bid which indicates this desire.

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6. SPECIFICATIONS

- 6.1 Specifications Based on Standard State Specifications For Type II Cartridges. All items must equal or exceed the specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used. Bidders must, when requested, submit for bid evaluation applicable cuts, sketches, descriptive literature and technical specifications covering the product offered. Reference to literature submitted previously will not satisfy this provision.

If there is a conflict between the information in the General Conditions and the Instructions and Special Conditions, the information in the Instructions and Special Conditions takes precedence.