

## INSTRUCTIONS AND SPECIAL CONDITIONS

### FOR OFFICE PAPERS

#### 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 Office Papers 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 shall be for a period of six (6) months with the option to renew for three (3) additional six (6) month periods provided, however that any increase in price must be in accordance with Section 2.4, Price Adjustment. The effective date is expected to be October 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 (3) 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 April 1, 2017, through June 30, 2017, in case quantities. 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 commodity that is not listed or of any commodity that is currently authorized under any Contract awarded prior to this Contract, except as authorized in Special Condition 2.4.
- 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.

#### 2. SPECIAL CONDITIONS

- 2.1 Bids Based on State Specifications. Bids are requested on items 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 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 which is not in compliance with Section 2.4 will be rejected. Should this rejection result in a cancellation of the Contract, a new Contract will be established per prescribed competitive bid

procedures, and bids submitted by the Vendor causing cancellation will not be considered. Furthermore, that Vendor shall be removed from the Bidders List for a period of 24 months.

- 2.4 Price Adjustment. Price increases will not be allowed during the term of the contract. Price increases may be considered for contracts which are renewed for an additional six month period. Requests for price increases shall be submitted no later than 45 days prior to contract end date. Requests for price increases shall be in the form of a letter from the Contractor. This letter shall indicate the contract number, the commodity number(s) and the new price(s) for each item for which a change is being requested. Enclosed with the letter requesting a price increase shall be a copy of the manufacturer's notice of actual cost increase. The manufacturer's notice shall identify the product(s) by brand name and product order number and shall indicate the price increase as well as the contractor's new cost for the item(s). The manufacturer's notice shall also be signed by an authorized corporate official, with printed name, title, address and phone number to allow for state verification of price increase.

The manufacturer's pricing notice shall be certified as the index used by the manufacturer in the normal conduct of business nationwide. The contractor shall also submit a copy of the manufacturer's published price list which shall include evidence of the price increase. Upon such receipt of such request for price increase the Office of Purchasing and Travel will either approve or disapprove the request and will notify the contractor prior to the proposed effective date.

- 2.5 Price Decreases. The state shall be advised of, and receive the benefit of, any price decrease during the term of the contract. Notification and implementation of price decreases shall be in compliance with the procedures set forth in Section 2.4. Failure by the contractor to notify the state of price decreases from the manufacturer shall be cause for cancellation of the contract and shall be cause for removal of the contractor from the bidders list for a period of 24 months.

- 2.6 Minimum Order Quantity. All orders shall be for case quantities. No broken cases will be allowed. The minimum order quantity is \$100. State agencies purchasing less than \$100 will not be required to buy from the contract vendor. Vendors may honor the price for orders of less than \$100.

- 2.7 Freight F.O.B. Agencies and Governing Authorities. All quotations shall be F.O.B. destination except as noted below: The term F.O.B. destination shall mean delivered and unloaded inside the state agency **at one location** and when applicable, any local government agency within the State of Mississippi **at one location**, with all charges for transportation and unloading paid by the Contractor.

- 2.8 Delivery. The Contractor shall be required to maintain or to have available for his own use an inventory sufficient to make shipment within fifteen (15) days After Receipt of Order (ARO). If adverse conditions exist, this time frame could be modified slightly as circumstances warrant.

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

- 2.9 Special Delivery. Orders may be placed that require special handling that incurs 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.

- 2.10 Procurement Card. Vendor awarded this office papers contract will be required to accept the State of Mississippi Small Purchase Procurement Card for purchases of contract items.
- 2.11 Packaging. All packaging shall conform to the current standards acceptable to the trade and required by Interstate Commerce Commission (ICC) regulations.
- 2.12 Reports. At the end of the term or as directed by the Office of Purchasing and Travel, the Contractor shall furnish a complete summary of all items sold during the contract period. 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, and the total dollar sales generated to date. **The report should be compiled in Excel.** Failure to comply with these requests will result in removal of the Contractor from the Bidders List.
- 2.13 Governmental Restrictions. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify this Office at once, indicating in his letter the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
- 2.14 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, to the vendor who submitted the apparent low bid meeting specifications.
- 2.15 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 signing 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.
- 2.16 Minority Vendor Status. Vendors 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.
- 2.17 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.

### 3. BID INSTRUCTION

- 3.1 **Bid Package.** The bid package consists of the following:
  - General Conditions
  - Instructions and Special Conditions
  - Specifications
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- 3.2 **Submission of Bids.** All bids must be submitted electronically through the State of Mississippi e-procurement system. **All items should be bid in case quantities.**
- 3.3 **Manufacturer Name.** You must enter the brand name of the item being bid in the space provided. Failure to include this information may result in your bid being rejected.
- 3.4 **Make/Model.** You must enter the item or product number as it appears in your catalog or on your price list in the space provided. Failure to include this information may result in your bid being rejected.
- 3.5 **Postconsumer Percent.** Vendor shall enter the postconsumer percent being bid in the space provided.
- 3.6 **Packaging.** Standard packaging must be stated correctly.

### 4. EVALUATION AND AWARD

- 4.1 **Rejection.** The Office of Purchasing and Travel reserves the right to reject any bid.
- 4.2 **Bidder's Qualification.** Bidders must, upon request of the State, furnish satisfactory evidence of their ability to furnish commodities or services in accordance with the terms and conditions of these specifications.
- 4.3 **Award.** The State shall award all items to one vendor on a statewide basis. The bidder must bid on each item. The award will be all or none.
- 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 **Recycle Preference.** Bidders must enter the postconsumer percent in the space provided if bidding a recycled commodity. Preference will not be taken into account in the evaluation and award process unless this percent is given on the bid form.

4.6 Recovered Materials. In addition, the award will be made to the lowest and/or best bid on the basis of factors mandated in Section 31-7-15 (4) Mississippi Code, 1972, Annotated. Those factors in descending order of priority are:

a. Competitively priced. (Defined to mean that the price shall be not more than 10% above the lowest and best price received in response to the request for bids.)

4.7 Evaluation Process. The evaluation process will begin by multiplying the usage by the price bid to determine an item cost for each item. We will then determine which item costs for recycled products (as defined in the specifications) is the lowest cost or within 10% of the lowest item cost for that item. Because the award will be made by items and because a bidder may bid several recycled products and several non-recycled products, we will then determine the total of all item costs for recycled items which are the lowest cost or within 10% of the lowest item cost. This cost will be reduced by 10% to give preference to the recycled products, unless the recycled product is already the lower cost item. If all vendors bid recycled products, the 10% preference will not be used in the line item evaluation. The result will be added to the total of all item costs for nonrecycled items to arrive at a bottom line total for the vendor. An example of the process is as follows:

#### Bids

Item	Usage	Vendor A	Vendor B
1	50	\$31.00 Recycled	\$30.00 Non-Recycled
2	30	\$28.00 Recycled	\$25.00 Non-Recycled
3	10	\$31.00 Recycled	\$33.00 Recycled

#### Item Cost Evaluation (usage x bid price)

Item	Usage	Vendor A	Item Cost	Vendor B	Item Cost
1	50	\$31.00 Recycled	\$1,550	\$30.00 Non-Recycled	\$1,500
2	30	\$28.00 Recycled	\$840	\$25.00 Non-Recycled	\$750
3	10	\$31.00 Recycled	\$310	\$33.00 Recycled	\$330

Recycled Evaluation (determine low bid - indicate with Low, determine recycled within 10% indicate with \*)

Item	Usage	Vendor A Item Cost	Pref	Vendor B Item Cost	Pref
1	50	R \$1,550*	-10%	Non-R \$1,500	Low
2	30	R \$840		Non-R \$750	Low
3	10	R \$310 Low*		\$330*	

\* = recycled low or within 10% of low bid

#### Bottom Line Evaluation

Item 1	Vendor A		Vendor B	
1	\$1,550 x .90	= \$1,395	\$1,500	= \$1,500
2	\$840	= \$840	\$750	= \$750
3	\$310 x	= \$310	\$330 x	= \$330
Totals		\$2545		\$2580

### Explanation

Item 1. Vendor B is low bidding a non-recycled product, Vendor A is recycled and within 10% of the low bid ( $\$1,500 \times 1.10 = \$1,650$ ), Vendor A gets a 10% preference (usage of 50 x price of  $\$31.00 = \$1,550$  less 10% =  $\$1,395$ ), Vendor A total cost is  $\$1,395$ , Vendor B total cost is (usage of 50 x price of  $\$30.00$ )  $\$1,500$ .

Item 2. Vendor B is low bidding a non-recycled product, Vendor A is bidding a recycled product but not within 10% ( $\$750 \times 1.10 = \$825$ ). Vendor A does not get a preference (usage of 30 x  $\$28.00$ )  $\$840$ , Vendor B cost is (usage of 30 x  $\$25.00$ )  $\$750$ .

Item 3. Vendor A is low bidding a recycled product, Vendor B is also bidding a recycled product. Since both vendors are bidding recycled product, the 10% preference is not used for the line item evaluation.

### Total Bids

<u>Item</u>	<u>Vendor A</u>	<u>Vendor B</u>
1	\$1,395	\$1,500
2	\$840	\$750
3	<u>\$310</u>	<u>\$330</u>
Totals	\$2,545	\$2,580

Vendor A would receive the award.

## 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 17.1 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 removed from the bidders list for a period of twenty-four (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.
- 5.4 Contract Distribution. After Contracts are awarded, they will be available on the following websites:

[https://www.ms.gov/dfa/contract\\_bid\\_search/Contract](https://www.ms.gov/dfa/contract_bid_search/Contract)

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

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

5.6 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.

5.7 Bid Tabulation Review. All vendors are invited and encouraged to attend the bid opening. 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 who submitted the apparent low bid meeting specifications. (See Notice of Award Review.)

Vendors may request copies of bid tabulations and evaluations pursuant to the Public Records Act 25-61-1 et. seg. Mississippi Code of 1972 annotated.

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: September 7, 2017, 2:00 p.m.**
- **Evaluation Process: September 8 - September 15, 2017**
- **Distribution of Apparent Award: September 18, 2017**
- **Evaluation Review Period: September 19- September 22, 2017**
- **Evaluation Review Deadline: September 25, 2017**
- **Effective Date: October 1, 2017**

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

## 6. SPECIFICATIONS

6.1 Specifications Based on Standard State Specifications. All commodities must equal or exceed the specifications listed. The absence of detailed specifications or the omission of detailed 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.**