

**Request for Quote Formal:
Printing & Mailing Of Mississippi State Fire Academy 2018 Training Course Catalog**

You are invited to participate in this request for quote-formal. Please submit your response in conformance with the instructions provided herein. By submitting a response, the bidder agrees and promises to sell, furnish and deliver the printing services contained in this Request for Quote Formal for which a contract is awarded by the agency. The bidder shall fully perform the contract in accordance with all specifications, terms and conditions, and requirements contained in the Request for Quote Formal.

Written acceptance of the bidder's response by the State, by issuance of a purchase order or contract, constitutes a binding contract made and entered into by and between the Mississippi State Fire Academy (a division of the Mississippi Insurance Department) through the Executive Director or Staff Officer I and the bidder named below:

VENDOR NAME: _____

CONTACT PERSON (PRINT NAME): _____

TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

ADDRESS: _____

CITY STATE ZIP

PHONE NUMBER: _____
AREA CODE AND NUMBER

FAX NUMBER: _____
AREA CODE AND NUMBER

FEDERAL TAX IDENTIFICATION NUMBER: _____

RETURN QUOTE TO:

ATTN: Laura Mayo, Staff Officer I
MISSISSIPPI STATE FIRE ACADEMY
#1 FIRE ACADEMY USA
JACKSON, MS 39208-9600
Phone: (601) 932-2444
Fax: (601) 932-2819
E-Mail: lmayo@msfa.ms.gov
RFx Reply -MAGIC process or fax

RETURN QUOTE BY: 5:00 P.M., Thursday, August 10, 2017

PRINTING AND MAILING OF 2018 MISSISSIPPI STATE FIRE ACADEMY TRAINING COURSE CATALOG

For clarification regarding printing specifications, please contact Sandy McAlister, 601-932-2444 or smccalister@msfa.state.ms.us

Item A:

Description: Catalog booklet with approximately 100 pages plus cover. Final trim size shall be 8 ½" X 11". Front cover shall be 8 ½" x 11" in bleed separation. Cover design will be chosen and developed by the Mississippi State Fire Academy (MSFA). The Academy does not have a postal permit for mailing, so the postal imprint (if printed on catalog back cover), shall be in accordance with postal guidelines. A separate full color fold out 11" X 17" shall be included in those catalogs mailed.

Paper Stock: Cover prints on 80# gloss enamel white cover stock. Inside pages print on 70# recycled and/or virgin cover plus gloss white finish. Recycled and virgin prices requested.

Ink: Front and back cover prints computer generated full color artwork. The Academy will furnish artwork. Inside covers, both front and back, full color print. Front and back cover shall have full gloss varnish including full bleeds on three sides. A separate 11" X 17" fold out to be in full color. Inside pages should have full bleeds on three sides.

Front Cover: The Academy will furnish full color artwork for front cover. Front cover shall have full bleed separation. Front cover shall have full gloss varnish.

Back Cover: The Academy will furnish full color artwork for half of back cover. Other half of back cover will be used for return address, postal information, and section for address label. Back cover shall have full bleed separation. Back cover shall have full gloss varnish.

Bind: Perfect Bind.

Pictures: All inside pictures to be black and white. (excluding cover, inside and outside)

Prep: Academy will supply to vendor the document via internet upload, CD or other storage medium, prepared in In-Design CS6. Vendor shall have ability to accept (digital) photos from CD, photo card, or other storage medium.

Vendor shall provide the MSFA with two (2) sets of laser proofs for review. Correction(s) and/or changes can be made to these documents at no additional cost.

The first laser proof shall be submitted to the Academy within five (5) business days upon receipt of the catalog by vendor via internet upload/storage medium. The Academy will return the laser proof (with corrections if needed) to the Vendor within three (3) business days. If a second laser proof is necessary, the same time periods will be followed.

Vendor shall provide the Academy with additional proofs at no additional cost if vendor does not make the changes submitted. Any changes made to art must be approved by the Academy before getting started.

Vendor shall provide the Academy with a final proof including covers and all photos before printing the final catalog.

Vendor shall deliver all laser proofs and the final product to the Academy via internet upload/download or overnight mail (no e-mail documents).

Upon completion and acceptance of the document, the vendor shall supply a final copy of the 2018 catalog to the Academy in In-Design format. This can be accomplished via internet upload/download or a storage medium.

Questions/Answers:

Q1. Are the inside pages and the fold out poster to go on a text weight paper?

A1. Yes, text weight 70# paper, gloss white finish.

Q2. Fold Out Poster: Is it printed on both sides?

A2. No, the printing is only on one side.

Q3. Fold Out Poster says 6 colors, is this going to be printed 4c process with 2 spot colors?

A3. The statement says 6 colors including black. See an attachment to the current year document to see if your question is answered.

Quantity: 2,000 catalogs

Over-runs: The Academy will not accept any over-runs or under-runs, exact amount only.

Delivery: The Academy will supply to vendor the draft document via internet upload/storage medium of the 2018 course catalog no later than August 14, 2017.

Final delivery of the finished catalog to the Post Office for mailing and to the Academy shall be no later than September 6, 2017 and earlier if at all possible.

Item B:

Fold Out: Poster fold out sheet size (4 pages) will be 11" X 17" folded and/or trimmed to fit in the 8 ½" X 11" catalog. Sheet will be printed in six (6) colors (one being black). Printed text will be lengthwise of the paper. A fold out sheet shall be folded and inserted in each catalog that is being mailed. The additional fold out sheets must be folded.

Quantity: 1,800

Item C:

Mailing:

The Academy does not have a mailing permit. Vendor will be responsible for mailing approximately 1500-1700 catalogs to the addresses which will be supplied by the Academy via an Excel spreadsheet.

Vendor will be responsible for CAAS certifying the address to mailing standards for bulk rate mailing. (Note: Previous mailings indicate that all addressed cannot be CAAS certified for total automation.)

The Vendor shall insert poster fold out and tab catalog as required by postal regulations. (Only those being mailed need to have poster fold out sheet inserted and tabbed.)

The vendor shall process the mailing as required by postal regulations (placing address labels, inserting poster fold out, tabbing, sorting, bundling, traying, or sacking, etc.) and take to postal facility for mailing. The vendor shall supply documentation from post office regarding the mailing indicating the cost associated therein and vendor shall be reimbursed for the cost. The quote for this section shall be for the task of processing the catalog for mailing, not the actual postage fee.

Final delivery of the finished catalog to the Post Office for mailing and to the Academy shall be no later than September 6, 2017 and earlier if at all possible.

Item D:

Hourly Rate:

Vendor shall list the hourly rate for any necessary changes beyond the second laser proof. Vendor shall get prior approval should the vendor find it necessary to make changes to the original document as submitted by the Academy.

Vendor Note: Current year catalog can be found on the following link:

<http://msfa.ms.gov/wp-content/uploads/2016/12/2017-MSFA-Catalog-Website-Version.pdf>

SPECIAL NOTE TO VENDORS:

Mississippi law requires that specifications be written so as to promote the use of products made from recovered materials. Therefore, bidders are asked to consider bidding on a product made from recovered materials; provided, however, that any product bid must be equal in quality, weight, texture, and color to the product required by these specifications. For the purposes of these specifications, a commodity made from recovered materials must be at least 20% post consumer waste as defined by EPA and ASTM.

Products made from recovered materials will be given a preference in the award procedure as follows:

- (1) The low bid which meets specifications will be determined.
- (2) If the low bid meeting specifications is made from recovered materials, then the award will be made to the vendor offering the low bid.
- (3) If the low bid is not made from recovered materials, then the award will be made to the low bid meeting specifications which is made from recovered materials; provided, however, that the price paid may not be more than ten percent (10%) higher than the lowest bid received.
- (4) If there are no bids for recycled products within ten percent (10%) of the lowest bid, then the award will be made to the vendor offering the lowest bid.

VENDOR NAME: _____

Item A:

Printing of 2,000 copies of the 2018 Course Catalog in perfect bind as indicated in these specifications.

Recycled Paper of at least 50% recovered material: \$ _____

Percentage of post consumer materials: _____

Virgin Paper: \$ _____

Item B:

Printing of 1,800 copies of the 11" x 17" insert in full color using 50% recovered materials: \$ _____

Percentage of post consumer materials: _____

Printing of 1,800 copies of the 11" x 17" insert in full color, virgin paper: \$ _____

Item C:

Fee for processing the catalog for mailing as identified in the specifications, not the actual cost for mailing (between 1500-1700 mailed): \$ _____

Please note that upon mailing, the vendor shall supply the documentation from the post office regarding the actual cost for mailing the catalog and the vendor will be reimbursed for this cost.

Final delivery of the finished catalog to the Post Office for mailing and to the Academy shall be no later than September 6, 2017 and earlier if at all possible.

Item D:

List the hourly rate for any necessary changes beyond the second laser proof or if approved, the rate for any necessary changes to the original document provided by the Academy: \$ _____ per hour

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor _____ has

_____ has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

SUBMISSION OF FORMAL QUOTES Due Thursday, August 10, 2017 at 5:00 P.M.

QUOTES may be received via:

Fax: 601-932-2819

Mail: State Fire Academy, 1 Fire Academy USA, Jackson MS 39208-9600

RFx reply via MAGIC process

Email: lmayo@msfa.state.ms.gov

ACCEPTANCE

The State Fire Academy reserves the right to reject any and/or all quotes, to waive any informality in quotes unless otherwise specified by the bidders, to accept any items on the quote. If a bidder fails to state the time within which a quote must be accepted, it is understood and agreed that the State Fire Academy shall have 60 days to accept, unless stated otherwise in the Request for Quote-Formal.

ERROR

No quote shall be altered or amended after the specified time for openings.

EVALUATION AND AWARD

Contracts and purchases will be made or entered into with the following factors considered: price, conformity with specifications, and responsibility of the bidder.

The Academy reserves the right to modify or cancel in whole or in part its Request for Quote Formal. Only the issuance of a purchase order/contract, or a signed acceptance of your proposal, constitutes a binding contract.

Bidders must, upon request of the Academy, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Academy reserves the right to make the final determination as to the bidder's ability.

If purchase order/contract is cancelled because of the awarded vendor's failure to perform or request for price increase, the vendor shall be removed from our bidders list for a period of twenty-four (24) months.

TAXES

The Academy is exempt from Federal excise taxes and state and local sales or use taxes and bidders must quote prices which do not include such taxes. Exemption certificates will be furnished upon request.

WAIVER

The Academy reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the State, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.

SPECIFICATION CLARIFICATION

It shall be incumbent upon the bidders to understand the specifications. Any request for clarifications shall be in writing and directed to Sandy McAlister (smcalister@msfa.state.ms.us) or Laura Mayo (lmayo@msfa.state.ms.gov).

CONTACT

Questions or problems arising from bid procedures should be directed to:

Laura Mayo, Staff Officer I

State Fire Academy

#1 Fire Academy U.S.A.

Jackson, MS 39208

Phone (601)932-2444

Fax (601)932-2819

lmayo@msfa.ms.gov

Invoices are to be billed and mailed to:

State Fire Academy

#1 Fire Academy U.S.A.

Jackson, MS 39208-9600

All vendors must be registered with the State of Mississippi. If not registered, please go to <http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/> register your company and to receive a supplier number. Suppliers who have completed the registration process must attach a W-9 to their account in the MAGIC. Alternatively, suppliers may submit a valid W-9 to email ofmmagic@dfa.ms.gov or fax 601-359-5525.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

COMPLIANCE WITH LAWS

Contractor understands that the State of Mississippi/State Fire Academy 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, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the State Fire Academy by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

E-VERIFICATION

If applicable, Contractor 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 system 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 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, Contractor agrees to provide a copy of each such verification. Contractor 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 to the following:

- (1) termination of this contract for services 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 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 cancellations/termination, Contractor 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.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.*, (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to

the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

PAYMODE

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the force majeure events"). When such a cause arises, the contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.