

Bid Number: 14-07-02		Commodity or Service: 966-72-76 Printing and Related Services	
Bid Name: 2013 House and Senate Journals		Refer ALL inquiries to: Jonathan Dillard, Purchasing Agent	
Bids will be publicly opened on: August 1, 2013 @ 10:00 AM		E-Mail: Jonathan.dillard@sos.ms.gov	
Issue Date: July 9, 2013		Phone: 601-359-1360	
<p>In compliance with this Invitation for Bid and subject to all the terms, conditions, and requirements specified, the vendor agrees and promises to sell, furnish, and deliver to the Mississippi Secretary of State (MSOS) all commodities and services contained in the invitation for bid and for which the vendor has been awarded by this contract. The vendor shall fully perform this contract in accordance with the terms and conditions contained in the invitation for bid and shall comply with all applicable provisions.</p>			
Bidder:		Federal ID:	
Street Address:			
P.O. Box	City	Telephone Number:	Toll Free Tel. No.
State	Zip Code	Fax Number:	E-Mail:
Type or Print Name & Title of Person Signing:			
Authorized Signature:			
Acceptance (For MSOS Use Only) Bid Response accepted and contract awarded this _____ day of _____, _____. By _____ Print Name & Title: _____			

**2013 House and Senate Journals
 Invitation for Bid #14-07-02
 Bid Response**

HOUSE JOURNALS		Unit Price	Total
Printing Virgin 50 lb white offset	1 – 1500 Pages		
	1501 – 3000 Pages		
Printing Recycled 50 lb equivalent	1 – 1500 Pages		
	1501 – 3000 Pages		
Binding	Per Volume <i>2 Volumes estimated</i>		
Boxing and Preparing for Mailing	Per Set 150 SETS		
House Journal Project Total			
Based on Award Criteria 1501 Pages, Virgin Stock			
House Journal Project Total			
Based on Award Criteria 1501 Pages Recycled Stock			
SENATE JOURNALS		Unit Price	Total
Printing Virgin 50 lb white offset	1 – 3000 Pages		
	3001 – 4500 Pages		
Printing Recycled 50 lb equivalent	1 – 3000 Pages		
	3001 – 4500 Pages		
Binding	Per Volume <i>3 Volumes estimated</i>		
Boxing and Preparing for Mailing	Per Set 115 SETS		
Senate Journal Project Total			
Based on Award Criteria 4000 Pages, Virgin Stock			
Senate Journal Project Total			
Based on Award Criteria 4000 Pages, Recycled Stock			
Bidder Name			
Authorized Signature			
Print Name and Title of Authorized Signature			
Date			

The purpose of this Invitation to Bid is to obtain a source of supply for the production of the 2012 Mississippi House and Senate Journals. Sealed bids will be received until August 1, 2013 @ 10:00 AM

1. MAILING AND/OR DELIVERY INSTRUCTIONS

1.1 Delivery.

Mail or deliver a completed and signed Invitation for Bid document in a sealed envelope to the address listed below. Invitation for bid documents received after the date and time specified in the Invitation for Bid will be rejected. If mailing, address the envelope containing your response in the following manner:

BID NUMBER – 14-07-02

BID OPENING DATE – August 1, 2013 @ 10:00 AM

Mississippi Secretary of State's Office

Procurement Division

Post Office Box 136

Jackson, MS 39205-0136

If delivering, address the envelope containing your response in the following manner:

BID NUMBER – 14-07-02

BID OPENING DATE – August 1, 2013 @ 10:00 AM

Mississippi Secretary of State's Office

Procurement Division

700 North Street

Jackson, MS 39202

1.2 Bidder's Checklist

Have you remembered to:

- Mark your envelope as indicated?
- Review the terms and conditions contained in this Invitation for Bid?
- Sign your bid?
- Initial any alterations or corrections?
- Review and complete all requirements contained in this Invitation for Bid to ensure compliance?

2. BIDDER'S INSTRUCTIONS

2.1 Acknowledgement of Amendments.

Bidders shall acknowledge receipt of any amendment to the invitation for bid by signing and returning the amendment with the bid. The acknowledgement must be received by the MSOS by the time and at the place specified for receipt of bids.

2.2 Addition of Terms and Conditions.

Additional terms and conditions submitted with a bid response are of no effect unless acceptance in writing by the MSOS. Bids with any additional terms and conditions may be rejected as nonresponsive.

2.3 Assistance to Bidders with a Disability.

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of bids so that reasonable accommodation can be made.

2.4 Bid Held Firm.

Bids are not awarded at the bid opening. Bid responses will be firm for sixty (60) days, unless otherwise specified by the procurement officer in writing.

2.5 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.

2.6 Corrections.

The vendor's authorized representative must initial any corrections and alterations (i.e. erasers, whiteouts, correction tape, etc.) made to the bid response. Those bid responses with alterations and/or corrections that are not initialed are subject to confirmation by the procurement officer.

2.7 Currency.

All prices must be in United States currency.

2.8 Late Bids.

It is the bidder's responsibility to ensure that a bid response is physically deposited with the MSOS Procurement Division prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected regardless of the degree of lateness or the reasons.

2.9 Minor informalities.

The MSOS reserves the right to waive informalities. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid document with a negligible effect on price, quantity, quality, delivery or contractual conditions that can be waived or corrected without prejudice to other bidders or offerors.

2.10 Pricing (Unit and Total Prices).

The unit price is to be according to the unit of measurement specified in the invitation for bid. In the event of mathematical differences between the unit price and extended total, the unit price will prevail.

2.11 Receipt of Bids.

All sealed bids received by the MSOS will be opened and read at the place, date and hour specified in the invitation for bid.

2.12 Representation Regarding Contingent Fees.

The 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 the contractor's bid.

2.13 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 Procurement Regulations. Regulations may be viewed at www.spb.state.ms.us.

2.14 Signature.

The bidder submitting the bid response or that bidder's duly authorized agent or representative must sign the bid response in ink. The name and title of the person signing the bid response must be typed or printed below the signature.

2.15 Taxes.

The MSOS does not pay sales tax.

2.16 Withdrawal of bid.

2.16.1 Withdrawal before bid date.

A bidder may withdraw his bid response prior to the bid opening date and time. The request to withdraw must be in writing by a representative of the firm. The request to withdraw or change must be signed by the bidder or his designated representatives.

2.16.2 Withdrawal after bid date.

Withdrawals after the bid opening will be allowed only upon written approval from the MSOS.

3. GENERAL TERMS AND CONDITIONS

3.1 Applicable Law and Venue.

This contract is governed by and construed in accordance with the laws of the State of Mississippi.

3.2 Binding Contract.

Written acceptance will be in the form of a contract (sample attached as Exhibit 1). Any oral agreement or arrangement by a bidder will have no force or effect unless reduced to writing. The successful bidder must perform in accordance with the terms and conditions of the contract and this article and purchasing laws of the State of Mississippi.

3.3 Compliance with Laws.

The bidder must, in performance of work under the resulting contract, fully comply with all applicable federal, state or local laws, rules and regulations.

3.4 Default.

In case of default by contractor, the MSOS reserves the right to purchase any or all items and/or services in default in open market, charging contractor with all costs.

3.5 Inferior printing and work.

The MSOS may reject any and all printing that is not done in a workmanlike manner or with good material and with ordinary promptness. It may require contractors to present specimen pages of type they propose to use, and may reject the same in its discretion and require new material. Its ruling and determination are final and conclusive.

4. SPECIAL TERMS AND CONDITIONS

4.1 Award.

4.1.1 Award will be made to the responsible bidder with the lowest bid that is responsive to the specifications and all other requirements stated herein. Award will be on an all or none basis.

4.1.2 Award will be made on House Journal at 1501 pages and Senate Journal at 4000 pages.

4.1.3. Estimates are not to be considered as either a minimum or maximum, but rather an estimate based upon past and anticipated usage.

4.2 Pre-production Meeting.

4.2.1 Within ten (10) days of notice to award, Contractor shall participate in a pre-production meeting to be scheduled at a mutually convenient time for the MSOS and Contractor.

4.2.2 Within ten (10) days of pre-production meeting, Contractor shall provide to the MSOS in written form a production calendar with milestones and deadlines.

4.3 Payment Terms.

4.3.1 Payment will be made with forty-five (45) days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. Invoices and payment inquiries must be directed to Accounts Payable.

4.3.2 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.

4.3.3. Payments 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.

5. SPECIFICATIONS

5.1 Printing.

The size is to be trimmed to 6 inches by 9 inches. Stock to be 50 lb Virgin white offset; 50 pounds to the ream or recycled equivalent (please specify). A dividing sheet shall be placed as a page immediately prior to the first page of the INDEX. A PDF file will be furnished to the contractor. The contractor will be required to typeset no more than ten (10) pages. The MSOS will pay for actual pages printed and sets ordered. The MSOS will not pay for overruns.

5.2. Proof.

5.2.1 A complete set of page proofs will be required on all typeset material. Printer will be responsible for an initial proofreading for style corrections prior to submission to the State.

5.2.2 Initial pages will be proofed for style corrections and provided to the MSOS within fifteen (15) days after receipt of approval of the sample pages by the MSOS via hard copy pages. Subsequent proofs may be required at the MSOS's discretion with said proofs provided within five (5) working days of submission from the MSOS. These additional proofs may be requested in hard copy format or PDF at MSOS discretion.

5.2.3 It is the intent that proofs will be supplied in both directions on a continuous basis as the work is completed. The MSOS staff will proofread all pages and issue final approval before printing. More than one proofing cycle may be necessary before final approval is given.

5.3. Time Schedule.

The MSOS shall furnish copy to the contractor for printing within ten (10) days of project award. The contractor shall print, with the index, and bind all copies of the acts with delivery within ninety (90) days after receipt of all materials.

5.4 Page Count.

The following quantities are estimated for evaluation purposes only. There is no guarantee as to the final number. The MSOS will pay for actual pages printed and sets ordered. The MSOS will not pay for overruns.

- House Journals – 1501 pages
- Senate Journals – 4000 pages

5.5 Print Specifications.

5.5.1 House Journals

Quantity: 150 SETS
Size: 6 inches x 9 inches
Paper: (a) 50 lb. virgin white offset
(b) 50 lb. white offset recycled paper equivalent
Divider Paper: 67 lb. Springhill Vellum Bristol Blue
Ink: Black

5.5.2 Senate Journals

Quantity: 115 SETS
Size: 6 inches x 9 inches
Paper: (a) 50 lb. virgin white offset
(b) 50 lb. white offset recycled paper equivalent
Divider Paper: 67 lb Springhill Vellum Bristol Blue
Ink: Black

5.6 Binding.

Stiffboard and buckram to match prior volumes shall be required. A sample bound volume is available at the MSOS. Bidding shall be done on a per volume basis. MSOS anticipates two (2) volumes of House Journals and three (3) volumes of Senate Journals.

5.7 Boxing.

House and Senate Journals shall be packaged and shipped separately. Each shall be packaged and labeled with the appropriate year (i.e., 2012 House Journals). The package shall be of sufficient material and design to protect the Laws during shipping.

5.8 Delivery.

5.8.1 The MSOS's office shall furnish an Excel spreadsheet for mailing direct from the contractor's plant. The package shall bear the return address of the MSOS to ensure undeliverable items will be returned to the MSOS. A full list of mail processed should be submitted to the MSOS at the completion of shipping.

5.8.2 Delivery of bound volumes shall be complete no later than seven (7) weeks after receipt of final proofs.

5.8.3 The remaining Journals shall be packaged and labeled with the appropriate year and type (i.e., 2012 House Journals). Journals will be inside delivery to the MSOS, 401 Mississippi Street, Jackson, Mississippi, 39201. Contractor shall notify the MSOS 24 hours prior to delivery.

5.8.4 At the discretion of the MSOS, the time of delivery may be extended. However, approval of any and all extensions will be provided in written form signed by the MSOS.

5.8.5 The Contractor shall provide the final product in PDF version no later than the shipment date of the Laws.

5.9 Postage.

Postage is not part of the bid. The only upcharge that will be allowed is the exact cost of the most cost effective mailing service. The MSOS will reimburse the vendor for the postage upon submission of proof of mailing and cost.