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|--|-----------------|---|---------------------------|
| Bid Number: 14-07-01 | | Commodity or Service: 966-72-76 Printing and Related Services | |
| Bid Name: 2013 General Laws and Local & Private Laws | | 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: | | | |
| <p>Acceptance (For MSOS Use Only)</p> <p>Bid Response accepted and contract awarded this _____ day of _____, _____.</p> <p>By _____</p> <p>Print Name & Title: _____</p> | | | |

**2013 General Laws and Local & Private Laws
 Invitation for Bid #14-07-01
 Bid Response**

| GENERAL LAWS | | Unit (Set) Price | Total |
|--|--|----------------------------|--------------|
| Printing Virgin 50 lb white offset | 1 – 2000 Pages | | |
| | 2001 – 2400 Pages | | |
| Printing Recycled 50 lb equivalent | 1 – 2000 Pages | | |
| | 2001 – 2400 Pages | | |
| Binding | Per Volume <i>2 Volumes estimated</i> | | |
| Boxing and Preparing for Mailing | Per Set 220 SETS | | |
| General Law Project Total | | | |
| Based on Award Criteria 2001 Pages, Virgin Stock | | | |
| General Law Project Total | | | |
| Based on Award Criteria 2001 Pages Recycled Stock | | | |
| | | | |
| LOCAL & PRIVATE LAWS | | Unit (Volume) Price | Total |
| Printing Virgin 50 lb white offset | 1 – 130 Pages | | |
| | 131 – 170 Pages | | |
| Printing Recycled 50 lb equivalent | 1 – 130 Pages | | |
| | 131 – 170 Pages | | |
| Binding | Per Volume <i>1 Volume estimated</i> | | |
| Boxing and Preparing for Mailing | Per Volume 220 VOLUMES | | |
| Local & Private Laws Project Total | | | |
| Based on Award Criteria 131 Pages, Virgin Stock | | | |
| Local & Private Laws Project Total | | | |
| Based on Award Criteria 131 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 2011 Mississippi General Laws and Local & Private Laws. 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 – 14-07-01
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 – 14-07-01
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 7-204 (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). 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 requires contractors to present (up to 250) satisfactory sample pages (including examples of appropriation bills) prior to beginning production of actual volumes. The MSOS may cancel the contract without recourse if the sample work contains excessive errors (including systemic, inconsistent formatting mistakes), is not timely produced or for other production issues cannot be quickly be resolved. 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 General Laws at 2301 pages and Local & Private Laws at 131 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 Typesetting.

5.1.1. The MSOS will provide data via electronic file. The printer will be responsible for the conversion to create complete camera-ready pages. Completed pages will include proper formatting, including alignment, the conversion of certain pages into the proper type and style, and the creation of proper running heads, page numbers and chapter headings within the running head. The successful bidder will be required to demonstrate with production of up to 250 sample pages within ten (10) days after receipt of data file the ability to satisfactorily provide these camera-ready pages. The MSOS will designate which pages must be included in the sample pages.

5.1.2. The first 300 Chapters of the General Laws are reserved for the appropriation bills. Separate data will be provided for the appropriation bills. The general bills begin with chapter number 301 and separate data will be provided for the general bills also. The concurrent resolutions begin with the chapter number 2001.

5.1.3. Separate data will be provided for the Local & Private Laws, beginning with chapter number 901.

5.1.4. MSOS will provide to printer at the onset of project an excel spreadsheet of all index information. The printer will be responsible for assigning appropriate page numbers to the indexes.

5.2. Proof.

5.2.1 A complete set of full-size, double-truck page proofs will be required on all typeset material. Printer will be responsible for an initial proofreading for style and format corrections prior to submission to the State. Proofs should be provided with two (2) full-size working pages per each printed page to show open-book format.

5.2.2 Initial pages will be proofed for style and format 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. Proofs should be provided with two (2) working pages per each printed page to show open-book format.

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 to the contractor for printing all the acts of the Legislature 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. If notice of an extraordinary session is made prior to the printing of the laws from the regular session; the project will be halted until the remaining information has been received and processed by the MSOS and within ten (10) days of final bill being signed by the Governor.

5.4 Type Style and Format.

5.4.1 All documents required will use Century Schoolbook or any approve equivalent. Approval of equivalent will be provided in written form signed by the MSOS.

5.4.2 Page dimensions are 26 picas wide x 46 picas deep, including the running head. Various sizes and leadings are required from 6-point type and up. Roman, Italic, Underlining, and Boldface are used within a page. Prospective bidders are encouraged to review a sample General Laws book from the Secretary of State's office for style and requirements concerning the data conversion (i.e., page headings, italics, etc., not contained in the data received by the MSOS.)

5.5 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.

- General Laws – 2001 pages
- Local & Private Laws – 131 pages

5.6 Print Specifications.

5.6.1 General Laws

Quantity: 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

5.6.2 Local & Private Laws

Quantity: SETS
Size: 6 inches x 9 inches
Paper: (a) 50 lb. virgin white offset
(b) 50 lb. white offset recycled paper equivalent
Ink: Black

5.7 Binding.

5.7.1 General Laws

MSOS anticipates three (3) volumes. General Laws will be smythe sewn and

casebound. White end sheets, head bands, blue section divider sheets, stiff board and buckram to match prior volumes will be required. A sample bound volume (to be returned to the MSOS Office with completed bid response) is available at the MSOS Office. Bidder should check availability of binding stock in advance of need. Approval of color will be provided in written form signed by the MSOS.

5.7.2 Local & Private Laws

MSOS anticipates one (1) volume. The Local & Private Laws will be perfect bound with a 65 lb. Virgin cover stock or recycled equivalent. Color to be selected and approved by the MSOS. Approval of color will be provided in written form.

5.8 Boxing.

The General Laws and Local & Private Laws shall be packaged and shipped separately. Each shall be packaged and labeled with the appropriate year (i.e., 2013 General Laws). The package shall be of sufficient material and design to protect the Laws during shipping.

5.9 Delivery.

5.9.1 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.

5.9.2 Delivery of bound volumes shall be complete no later than forty-five (45) days after final approval and within ninety (90) days of receipt of materials

5.9.3 The remaining Laws shall be packaged and labeled with the appropriate year and type (i.e., 2013 General Laws). Laws will be inside delivery to the MSOS, 401 Mississippi Street, Jackson, Mississippi 39201. Contractor shall notify the MSOS 24 hours prior to delivery.

5.9.4 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.

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

5.10 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.