STATE OF MISSISSIPPI
MS DEPT OF AGRICULTURE & COMMERCE
Invitation for Bid-R

RESPONSES REQUIRED BY:
Submission Date : 01/31/2020
Submission Time : 10:30:00 CST

RESPONSES OPENED ON:
Opening Date : 01/31/2020
Opening Time : 10:30:00 CST

VENDOR NO:
VENDOR NAME & ADDRESS:
(To be completed by Vendor)

SUBMIT NON-ELECTRONIC RESPONSE:
TO :
121 NORTH JEFFERSON STREET
JACKSON MS 39201
US

DELIVERY POINT

RFx number : 3160003395
Smart number : 1401-20-R-RAEX-00003
Buyer : WF-BATCH
Buyer Phone :
Email : no-reply@dfa.ms.gov

QUESTIONS TO BE COMPLETED BY VENDOR	REQUIRED
The bidder certifies that they have arrived at their bid prices independently without consulting with any other bidder?	
Vendor has not retained anyone on a percentage, commission or contingent arrangement to secure this contract?	
Vendor has not or is violating the prohibition aginst gratuities set forth in MS Personal Service Contract Rules and Regulations?	
Is your company registered to do business with the Mississippi Secretary of State's Office	
If vendor is providing recycled newsprint please supply the percentage of recyled material in the newsprint?	
Is the vendor quoting virgin newsprint paper?	
Are Bid Forms Attached	

NOTICE TO VENDOR:
Request for Reverse Auction Exemption for Mississippi Market Bulletin procurement.

Vendor Telephone Number		Title	Date
(Typed or printed) Name of Bidder	Signature of Authorized Bidder		

RFx number	: 3160003395	**Submission Date :** 01/31/2020	**Time :** 10:30:00 CST
Smart number	: 1401-20-R-RAEX-00003	**Opening Date** : 01/31/2020	**Time :** 10:30:00 CST

Item	Change Indicator	Product No. / Mfg. Part No.	Description	Delivery / Req.date	Qty	Unit
# 1			Product Category : 96659 Printing of MS Mkt Bulletin		3,853,408.000	AU
# 2			Product Category : 91558 Labeling & Mailing of MS Mkt Bulletin		3,660,738.000	AU

THE MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE

INVITATION TO BID NUMBER: 1401-20-R-RAEX-00003

RFx NUMBER: 3160003395

TO PROVIDE: PRINTING, TYPESETTING AND PRESORT MAILING OF THE MISSISSIPPI MARKET BULLETIN

ISSUE DATE OF SOLICITATION: January 13, 2020

CLOSING LOCATION: Bids must be submitted to the address below:

Mississippi Department of Agriculture and Commerce
Attn: Purchasing Department
121 North Jefferson Street
Jackson, MS 39201

BID COORDINATOR: Hewitt Pittman
Purchasing Director

TELEPHONE: (601) 359-1127

FAX: (601) 354-6502

E-MAIL: Hewitt@mdac.ms.gov

CLOSING DATE AND TIME: All bids shall be promptly received by the Mississippi Department of Agriculture and Commerce's Purchasing Department at the date and time below:

January 31, 2020 10:30 am

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Section1

1.0 Bid Acceptance Period – The original and two copies of the bid form, three copies total, shall be signed and submitted in a sealed envelope or package to the closing location address on the front page of the Invitation to Bid (ITB) document no later than the time and date specified on the front page of the ITB. Timely submission of the bid form and documents is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. As a precondition to bid acceptance, The Mississippi Department of Agriculture and Commerce (MDAC) may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

1.1 Late Submissions - All bids shall be sealed and shall reach the above address no later than the above listed hour, at which time they will be publicly opened, read aloud and tabulated. Bids received after the designated time will not be considered. The only acceptable evidence to establish the time of receipt is the time and date stamp on the bid envelope.

Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late. No late bid, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of state personnel directly serving the procurement.

1.2 Written, Alternate or Amended Bids – All bids shall be in writing. Alternate bids, unless specifically requested by the Mississippi Department of Agriculture and Commerce (MDAC), will not be considered. No bid shall be altered or amended after the specified time for opening bids. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid.

1.3 Bid Forms - All bids shall be submitted on bid forms issued by the Mississippi Department of Agriculture and Commerce (MDAC). No oral, telegraphed, telephone or facsimile modification of the bid will be considered. Stamped or facsimile signatures shall not be accepted. Original bids must be submitted either typed or written in ink. ALL BIDS MUST BE SIGNED OR THEY WILL NOT BE CONSIDERED. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Failure to complete and/or sign the bid form may result in the bidder being determined non-responsive.

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

The Department will accept bidder responses in MAGIC who have qualified meeting specifications (See Section 9).

1.4 Taxes - The bidder is advised to familiarize themselves with all federal, state, and local laws, rules, regulations and codes.

The Mississippi Department of Agriculture and Commerce is exempt from federal excise taxes and state and local sales or use taxes. Therefore, the bidder must quote prices, which do not include such taxes. Exemption information will be furnished upon request.

1.5 Questions and Notifications - All questions and/or requests for clarifications must be submitted in writing. Questions must be mailed, emailed or faxed to Hewitt Pittman at the contact information below. Inquiries by telephone will not be answered. Any requests concerning this invitation to bid, or the bid process should be in writing addressed to:

Hewitt Pittman, Purchasing Director
Mississippi Department of Agriculture and Commerce
P.O. Box 1609
Jackson, Mississippi 39215 – 1609

OR

Hewitt Pittman, Purchasing Director
Mississippi Department of Agriculture and Commerce
121 North Jefferson Street
Jackson, Mississippi 39201

FAX NUMBER (601) 354-6502
Email Address – hewitt@mdac.ms.gov

Questions will not be answered 72 business hours prior to bid opening and time.

1.6 Right of Rejection - The Mississippi Department of Agriculture and Commerce (MDAC) reserves the right to decide to reject any and/or all bids with modifications or additions as non-responsive on a case by case basis, to waive any informality in bids, and unless otherwise specified by the bidders, to accept any items on the bid. All purchases by the Mississippi Department of Agriculture and Commerce are dependent upon availability of funds.

1.7 Bid Openings - Bid openings shall be conducted open to the public. However, they will serve only to open bids. No discussion will be entered into with any contractor/bidder as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. All bidders 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 the bidders. Questions will not be answered as a result of telephone inquiries. A notice of award will be mailed to all bidders.

1.8 Correction or Withdrawal of Bids - Cancellation of Awards Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes shall be permitted in accordance with regulations promulgated by the Office of Purchasing, Travel and Fleet Management. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the State or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Chief Procurement Officer or head of a purchasing agency with the approval of the Chief Procurement Officer.

1.9 Withdrawal of Bids -Bids may be modified or withdrawn by written notice received in the purchasing office designated in the Invitation to Bid prior to the time and date set for bid opening.

1.10 Mistakes in Bids - Correction or withdrawal of a bid because of an inadvertent, nonjudgmental mistake in the bid require careful consideration to protect the integrity of the competitive bidding system and to assure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible but only to the extent it is not contrary to the interest of the State or the fair treatment of other bidders.

1.11 Expenses Incurred in Preparing Bid – The Department accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

1.12 Amendments to Invitation to Bid - Amendments to Invitation to Bid shall be identified as such. Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid. Each amendment will be identified by 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 Department by the time and at the place specified for receipt of bids on the cover

page of the solicitation. The amendment shall reference the portions of the Invitation to Bid it amends.

No oral representations are to be relied upon unless ratified by a formal written amendment to the bid document.

1.13 Trade Secrets, Commercial and Financial Information - It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

1.14 Registration with Mississippi Secretary of State – By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered that it will do so within (7) seven business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.15 Office Closure Statement - If the agency is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire earthquakes, floods, or other natural disasters, (the "Force Majeure Events"), which closure prevents the opening of bids/proposals at the advertised date and time, all bids/proposals received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors/Contractors, upon submission of a bid/proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids/Proposals shall be received by the agency until the new date and time of the bid opening as set forth herein. The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event. Each Vendor//Contractor shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.

1.16 Errors in Extension - If the unit price and the extension price are at variance, the unit price shall prevail.

1.17 Bid Award - The bid shall be awarded to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. The bid shall be awarded on the basis of the lowest bottom line figure, and in the best interest of the Mississippi Department of Agriculture and Commerce and the

State of Mississippi. The bid shall not be evaluated for any requirement or criterion not disclosed in the Invitation to Bid.

The award will be made on the basis of the lowest or best bid. Factors to be considered in determining the best bid include:

- Price
- Conformity
- Responsibility of Bidder
- Bidders Ability to Deliver as Per Specifications

1.18 Debarment - By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.

Note: The following three (3) clauses shall be completed and conspicuously placed within the response bid/proposal.

1.19 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.

1.20 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.

1.21 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 Rules and Regulations*.

1.22 Nonconforming Terms and Conditions - A bid response that includes terms and conditions that do not conform to the terms and conditions that do not conform to the terms in the bid document is subject to rejection as non-responsive.

1.23 Conditioning Bid upon Other Awards - Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

1.24 Registration in MAGIC – Vendors must be registered in MAGIC prior to bidding or prior to accepting the award. If you need any information go to the website listed below: http://www.dfa.ms.gov/dfa-offices/mmrs

Section 2

2.0 Intent - It is the intent of the specifications to obtain a quality publication that will meet the needs of the end user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to review the entire bid packet and to notify The Mississippi Department of Agriculture and Commerce if the specifications, instructions, general or special conditions are formulated in a manner which would unnecessarily restrict competition. Any protest or questions concerning the specifications or bidding procedures must be received by The Mississippi Department of Agriculture and Commerce not less than 72 business hours prior to the time and date set for the bid opening.

2.1 Term of Contract - The terms of the contract become effective **March 15, 2020** and the first issue of the **Mississippi Market Bulletin** to be printed and presorted under this contract will be for the **April 1, 2020** issue. Bids will be based on the specifications and information contained herein the ITB document: (Bidders must submit bids on both printing and presort mailing of the **Mississippi Market Bulletin**). Bid forms for both printing and presort mailing are attached. Contract will be awarded to a single bidder for both printing and presort mailing of the **Mississippi Market Bulletin**.

This printing and presort mailing contract shall be in effect for four (4) years commencing March 15, 2020, providing however, that the Mississippi Department of Agriculture and Commerce (MDAC) shall have the right, to extend the contract, for one (1) additional year at the same terms and conditions of the original contract upon thirty (30) day notification to the contractor. This contract may be canceled by Department upon finding by MDAC that the contractor is unable to fulfill the provisions of these specifications. The contract may be awarded to the next lowest and best bidder or new bids taken as determined by Department.

2.2 Product Acceptability - The Invitation for Bids shall set forth any evaluation criterion to be used in determining product acceptability. It may require the

submission of bid samples, descriptive literature, technical data, or other material. It may also provide for accomplishing any of the following prior to award:
(1) Inspection or testing of a product prior to award for such characteristics as quality or workmanship.
(2) Examination of such elements as appearance, finish, taste, or feel.
(3) Other examinations to determine whether it conforms with, any other purchase description, requirements.
The acceptability evaluation is not conducted for the purpose of determining whether one bidder's item is superior to another but only to determine that a bidder's offering is acceptable as set forth in the Invitation for Bids. Any bidder's offering which does not meet the acceptability requirements shall be rejected as non-responsive.

Bidders must, upon request by MDAC, supply satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. MDAC reserves the right to make the final determination as to the bidder's ability to issue a first-class publication without delay.

2.3 Contracts and purchases will be made or entered into with the lowest, responsible bidder meeting the specifications. Invoices are to be mailed to:

Mississippi Department of Agriculture and Commerce
P.O. Box 1609
Jackson, MS 39215

Payment will be made 45 (forty-five) days after receipt of merchandise (approved and accepted) and an original invoice per 31-7-305 of Mississippi Code of 1972.

2.4 Post-Award Vendor Debriefing – A bidder, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. Mail or electronic submission. The written request must be received by the Purchasing Director of MDAC within three (3) business days of notification of the contract award. A post award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within (5) business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the Purchasing Director of MDAC in writing and identify its attorney by name, address, and telephone number. MDAC will schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General or other legal counsel can be present.
For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Debriefing, of the *Personal Service Contract Review Rules and Regulations*.

2.5 Protest of Award – Any actual or prospective bidder or contractor who is aggrieved in connection with this solicitation or the outcome of the Invitation to Bid may file a protest with the Purchasing Director of MDAC. The protest shall be submitted on or before (7) days, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and /or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by the Purchasing Director of MDAC, via U.S. Mail, postage prepaid, or personal delivery. Protests filed after (7) days will not be considered.

2.6 Required Contract Terms and Conditions – Any contract entered into between the Department and contractor/vendor shall include the required General Contract Terms and Conditions in Section 6 of the Invitation to Bid.

2.7 Mississippi Contract/Procurement Opportunity Search Portal – This Invitation to Bid, and questions and answers and/or amendments concerning this Invitation to Bid, are posted on the Contract/Procurement Opportunity Search Portal.

Section 3

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE

SPECIFICATIONS FOR PRINTING, TYPESETTING AND PRESORT MAILING OF THE MISSISSIPPI MARKET BULLETIN

PRINTING

1. The total number of copies of the **Mississippi Market Bulletin** to be printed is 10,000 up to 100,000*. The publication will contain from 20 to 36** consecutive pages, depending upon the amount of copy available and specified by MDAC. MDAC uses PC based Adobe InDesign software to generate a four-color process PDF file, which can be downloaded from the MDAC FTP site or uploaded to a vendors/contractors FTP site. The vendor will be responsible for making halftones, stripping and imposition. Pages will be 11.5" X 14" (folds to 7" x 11.5") and paper to be of good quality 30# newsprint. Print quality must be a minimum of 85 lines per inch. Each bidder should fill in the information on the newsprint you are quoting. Vendors must process PDF formatted page files direct to plate or computer for accurate alignment and best quality. Per Mississippi Code 31-7-15, vendors quoting newsprint made from recovered materials will be given a preference.

   Text to be printed with soy based black ink. Front and back cover will be a four-color process, with inside text pages in black ink only.

2. For evaluation purposes, we have determined the relative weights for each quantity/page bracket. These weights are based on anticipated quantities and number of pages, during the upcoming contract period. The weights are shown as a percentage, which indicates the probability that we will order from that specific bracket. For example, quantity bracket 11,000 to 20,000 for a 24 page issue shows a weight of __.01. This weight indicates that there is a __1__% chance that we will use this quantity during the contract period. To evaluate the bids, we will take the price that has been bid for each quantity/page bracket and multiply it by the weight to determine a weighted price. We will then take the total of all weighted prices to arrive at a bottom line bid for printing. The bottom line bid for printing, will be added to the price per thousand for presort mail to arrive at an overall bottom line bid. The bottom line bid for printing and presort mail will account for the total bid.

3. The **Mississippi Market Bulletin** will be issued bi-monthly, dated 15 days apart, after the first issued date agreed upon, or on the first and fifteenth day of each month. The paper is to be ready for delivery (as specified in the attached schedule) unless another date and time is verbally agreed upon by both parties. Also, the Mississippi Market Bulletin must be delivered to the place specified by MDAC and stacked neatly and safely in close proximity or such place as specified by MDAC.

4. If a copy is requested to be sent for verification, it shall be sent in time for the copy to be proofread and returned to the contractor/vendor so that the **Mississippi Market Bulletin be printed and mailed at least five (5) business days before the date of issue** (as specified in the attached schedule) unless another date is verbally agreed upon by both parties. Papers shall be securely bundled in weights of 20 to 40 pounds per bundle. The papers should be bundled in such a way that all papers are usable and not damaged by strapping material.

5. All papers must be folded to a quarter fold, straight and with sharp crease. Accuracy in composition is absolutely necessary. All parts of the issue must be folded within the front and back pages. The number of pages in each issue shall be determined by MDAC. Extra copies that have been printed should be delivered to MDAC office in Jackson on date papers have been mailed to subscribers.

6. MDAC reserves the right, upon giving the contractor/vendor notice of ten days, to omit one or more issues of the **Mississippi Market Bulletin** when offerings or listings are not sufficient to justify publication or when funds are not available for printing.

7. The contractor/vendor must safeguard the security of the Market Bulletin mailing list and publications at all times.

8. With the prior permission of MDAC, special advertising inserts for the State Fair, Dixie National rodeo, and other events may be allowed in the Bulletin. The advertising agency making the insert request will bear the additional costs involved and will be submitted a separate bill for the ad. The contractor shall ensure that MDAC is not charged for these special inserts.

PRESORT MAILING

1. The Mississippi Market Bulletin is a bi-monthly publication which currently has approximately 32,000 to 35,000 subscribers.

2. MDAC will provide an electronic subscription file (ASCII format) with subscriber account information, including names and addresses sorted by zip code. The vendor compares MDAC subscription file with the United States Postal Services' Code Accuracy Support System (CASS) for accuracy. When 96% accuracy rate is reached, Vendor updates the electronic file and MDAC receives a substantial discount in each issue of the Market Bulletin. The updated electronic file is then fed into the contractor's machine to print subscriber information including name and address directly on the newspaper. Contractor's employees will deliver the Market Bulletin newspapers to the post office according to postal requirements.

3. MDAC will furnish the contractor an accounting of the number of pieces by the contractor, along with the properly bagged papers to the designated Post Office for distribution. Delivery to the designated Post Office must occur (as specified in the attached schedule) prior to the date published on the newspaper. In the event that the date published on the newspaper falls on a postal holiday or Sunday, the paper will be mailed 72 hours prior to the publication date printed on the newspaper.

4. Currently, the Jackson Post Office is the only entry point, which has an established account. To establish an additional entry point within Mississippi will require a sixty (60) day review process by the postal authorities. Therefore, the awarded contractor will be required to use the Jackson point of entry until a new account has been established.

5. Failure by the contractor to meet MDAC's timetable and the U.S. Postal Regulations will be justification to terminate the contract or to impose penalties if the cause is within the contractor's control. Contractor will absorb additional mailing costs incurred by MDAC, which are the result of contractor's failure to properly sort mail according to postal regulations and obtain the lowest postage allowable.

6. MDAC reserves the right to reject any or all bids and ask for new bids. When the contract is awarded, it shall be to the lowest and best bidder, taking into consideration accessibility, quality presort mailing equipment and the ability of the contractor to deliver the newspaper to the designated Post Office with the timetable listed and at the lowest cost.

7. MDAC reserves the right, upon giving the contractor ten days' notice to omit one or more issues of the Mississippi Market Bulletin when offerings or listings are not sufficient to justify publication and sorting or when funds are not available for printing.

Section 4

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
PRINTING, TYPESETTING AND PRESORT MAILING
OF THE MISSISSIPPI MARKET BULLETIN
BID FORM FOR # 1401-20-R-RAEx-00003

RFx # 3160003395

Sealed bids must be received by the Mississippi Department of Agriculture and Commerce at the addresses and time set forth on page 1 of the invitation to bid:

THE MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE RESERVES THE RIGHT TO REJECT ANY/OR ALL BIDS.

Bid price shall be effective for at least six (6) months.
Length of Time Frame of Pricing _____

**** ALL BIDS MUST BE SIGNED**

NAME OF COMPANY _____

COMPLETE ADDRESS _____

_____

CONTACT PERSON _____

TELEPHONE NUMBER _____

FAX NUMBER _____

E-MAIL _____

SIGNATURE OF BIDDER _____

Are you quoting virgin newsprint or newsprint made from recovered materials? _____

If you are quoting newsprint made from recovered materials, please supply the percentage of post-consumer waste content in the newsprint _____.

PRINTING BID FORM 1

Quantity	Bid 20 Page Issue	Bid 24 Page Issue	Bid 28 Page Issue	Bid 32 Page Issue	Bid 36 Page Issue
10,000	(.01)	(.01)	(.01)	(.01)	(.01)
20,000	(.01)	(.01)	(.01)	(.01)	(.01)
30,000	(.04)	(.12)	(.11)	(.02)	(.01)
40,000	(.03)	(.12)	(.12)	(.02)	(.01)
50,000	(.01)	(.01)	(.01)	(.01)	(.01)
60,000	(.01)	(.01)	(.01)	(.01)	(.01)
70,000	(.01)	(.01)	(.01)	(.01)	(.01)
80,000	(.01)	(.01)	(.01)	(.01)	(.01)
90,000	(.01)	(.01)	(.01)	(.01)	(.01)
100,000	(.01)	(.01)	(.01)	(.01)	(.01)

- See Section 2 of the specifications
- The current volume is approximately 32,000 to 40,000 but is subject to change at subscription renewal.
- Text printed in one section consecutive with numbered pages ranging 20 to 36 pages.

PRINTING BID FORM 2

Quotation of Additional Quantities in Thousand Lots in Accordance with Specifications

Quantity	20 Page Issue Bid	24 Page Issue Bid	28 Page Issue Bid	32 Page Issue Bid	36 Page Issue Bid
11,000 – 20,000	(.01)	(.01)	(.01)	(.01)	(.01)
20,000 – 30,000	(.01)	(.01)	(.01)	(.01)	(.01)
30,000 – 40,000	(.06)	(.18)	(.18)	(.03)	(.03)
40,000 – 50,000	(.03)	(.04)	(.04)	(.03)	(.03)
50,000 – 60,000	(.01)	(.01)	(.01)	(.01)	(.01)
60,000 – 70,000	(.01)	(.01)	(.01)	(.01)	(.01)
70,000 – 80,000	(.01)	(.01)	(.01)	(.01)	(.01)
80,000 – 90,000	(.01)	(.01)	(.01)	(.01)	(.01)
90,000 – 100,000	(.01)	(.01)	(.01)	(.01)	(.01)

- See Section 2 of the specifications
- The current volume is approximately 32,000 to 40,000 but is subject to change at subscription renewal.
- Text printed in one section consecutive with numbered pages ranging 20 to 36 pages.

Presort mailing price per unit (Thousand) _____

Section 5

Mississippi Market Bulletin Schedule

PUBLICATION DATE	PUBLISHER RECEIVE MARKET BULLETIN	MAIL MARKET BULLETIN
APR. 1, 2020	THURSDAY, MAR. 19, 2020	TUESDAY, MAR. 24, 2020
APR. 15, 2020	THURSDAY, APR. 2, 2020	FRIDAY, APR. 10, 2020
MAY 1, 2020	THURSDAY, APR. 23, 2020	MONDAY, APR. 27, 2020
MAY 15, 2020	THURSDAY, MAY 7, 2020	MONDAY, MAY 11, 2020
JUNE 1, 2020	THURSDAY, MAY 21, 2020	TUESDAY, MAY 26, 2020
JUNE 15, 2020	THURSDAY, JUNE 4, 2020	TUESDAY, JUNE 9, 2020
JULY 1, 2020	THURSDAY, JUNE 18, 2020	TUESDAY, JUNE 23, 2020
JULY 15, 2020	THURSDAY, JULY 2, 2020	FRIDAY, JULY 10, 2020
AUG. 1, 2020	THURSDAY, JULY 23, 2020	MONDAY, JULY 27, 2020
AUG. 15, 2020	THURSDAY, AUG. 6, 2020	MONDAY, AUG. 10, 2020
SEPT. 1, 2020	THURSDAY, AUG. 20, 2020	TUESDAY. AUG. 25, 2020
SEPT. 15, 2020	THURSDAY, SEPT. 3, 2020	TUESDAY. SEPT. 8, 2020
OCT. 1, 2020	THURSDAY, SEPT. 17, 2020	TUESDAY, SEPT. 22, 2020
OCT. 15, 2020	THURSDAY, OCT. 1, 2020	FRIDAY, OCT. 9, 2020
NOV. 1, 2020	THURSDAY, OCT. 22, 2020	TUESDAY, OCT. 27, 2020
NOV. 15, 2020	THURSDAY, NOV. 5, 2020	TUESDAY, NOV. 10, 2020
DEC. 1, 2020	THURSDAY, NOV. 19, 2020	TUESDAY, NOV. 24, 2020
DEC. 15, 2020	THURSDAY, DEC. 3, 2020	TUESDAY, DEC. 8, 2020
JAN. 1, 2021	THURSDAY, DEC. 17, 2020	MONDAY, DEC. 21, 2020
JAN. 15, 2021	THURSDAY, JAN. 7, 2021	MONDAY, JAN. 11, 2021
FEB. 1, 2021	THURSDAY, JAN. 21, 2021	MONDAY, JAN. 25, 2021
FEB. 15, 2021	THURSDAY, FEB. 4, 2021	TUESDAY, FEB. 9, 2021
MAR. 1, 2021	THURSDAY, FEB. 18, 2021	TUESDAY, FEB. 23, 2021
MAR. 15, 2021	THURSDAY, MAR. 4, 2021	TUESDAY, MAR. 9, 2021

Section 6
General Contract Terms and Conditions

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.

Availability of Funds - It is expressly understood and agreed that the obligation of the Department to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Department, the Department shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Department of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Compliance with Laws - Contractor understands that the Department 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.

E-Payment / Paymode - 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. Mississippi Code Annotated § 31-7-305.

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.

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. Mississippi Code Annotated §§ 71-11-1 *et seq.* 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 Mississippi Code Annotated §§ 25-61-1 *et seq.*, and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of

the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq*. 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.

Trade Secrets, Commercial and Financial Information - It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

Anti-Assignment/Subcontracting - Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

Authority to Contract - Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary

or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

Termination - The Department may terminate this Contract with or without cause upon thirty (30) days written notice to the Contractor. The Contractor may terminate this Contract with cause upon sixty (60) days written notice to the Department.

Copyrights - Contractor agrees that *Department* shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to *Department* a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Disclosure of Confidential Information - In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq*.

Failure to Deliver - In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the *Department*, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the *Department* may have.

Indemnification - To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the department, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits,

actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

Independent Contractor Status - Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the *Department*, and the *Department* shall be at no time be legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The *Department* shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the *Department* shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

Modification or Renegotiation - This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

Requirements Contract - During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the *Department* shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the *Department* for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the *Department* is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the *Department* may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

Notices - All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Department:	Claude Nash Editor, MS Market Bulletin P. O. Box 1609 Jackson, MS 39215
For the Contractor	(Name) (Title) (Address)

Section 7

Acronyms & Definitions

Agency – See Department

Bidder – See Vendor

Chief Procurement Officer – Head of the Office of Purchasing, Travel and Fleet Management

Contractor - See Vendor

Department – The Mississippi Department of Agriculture & Commerce

End User – Persons or entities that receive a direct benefit from the solicitation.

ITB – Invitation to Bid

MAGIC – Mississippi Accountability System for Government Information and Collaboration

MDAC - See Department

Solicitation – See ITB

State – State of Mississippi

Vendor – Individual, association, partnership, firm, corporation limited or otherwise or a combination thereof, including joint ventures, submitting a response to the solicitation to perform the work.

Section 8

Checklist & Label for Submission of a Bid

- The original and two copies of the bid form, three copies total, shall be signed and submitted in a sealed envelope or package to the closing location address on the front page of the Invitation to Bid (ITB) document no later than the time and date specified on the front page of the ITB.

- The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. Or through the use of the following label placed on the envelope or package.

- Three (3) Bid Forms in Section 4. Bid Form must be signed by an agent having the authority to bind entity to be valid.

- Signed acknowledgement of amendments.

- Certification of Independent Price Determination – See section 1.19

- Prospective Contractor's Representation Regarding Contingent Fees – See section 1.20.

- Representation Regarding Gratuities – See section 1.21

- Registration with Mississippi Secretary of State – See section 1.14

- Registration in MAGIC – See section 1.24

Section 8

Checklist & Label for Submission of a Bid

Cut along line

URGENT – INVITATION TO BID

DO NOT DELAY- DELIVER IMMEDIATELY

Mississippi Department of Agriculture and Commerce
Attn: Purchasing Department
121 North Jefferson Street
Jackson, MS 39201

ITB: 1401-20-R-RAEX-00003

RFx: 31600003395

Title: PRINTING, TYPESETTING AND PRESORT MAILING OF THE MISSISSIPPI MARKET BULLETIN

Vendor: _____

Cut along line

Section 9

Instructions on Submission of a Bid in MAGIC

1. Start the transaction.

Work Center Overview - State of Mississippi - MAGIC Portal - Windows Internet Explorer

2. Click RFx and Auctions Icon. .

Active Queries

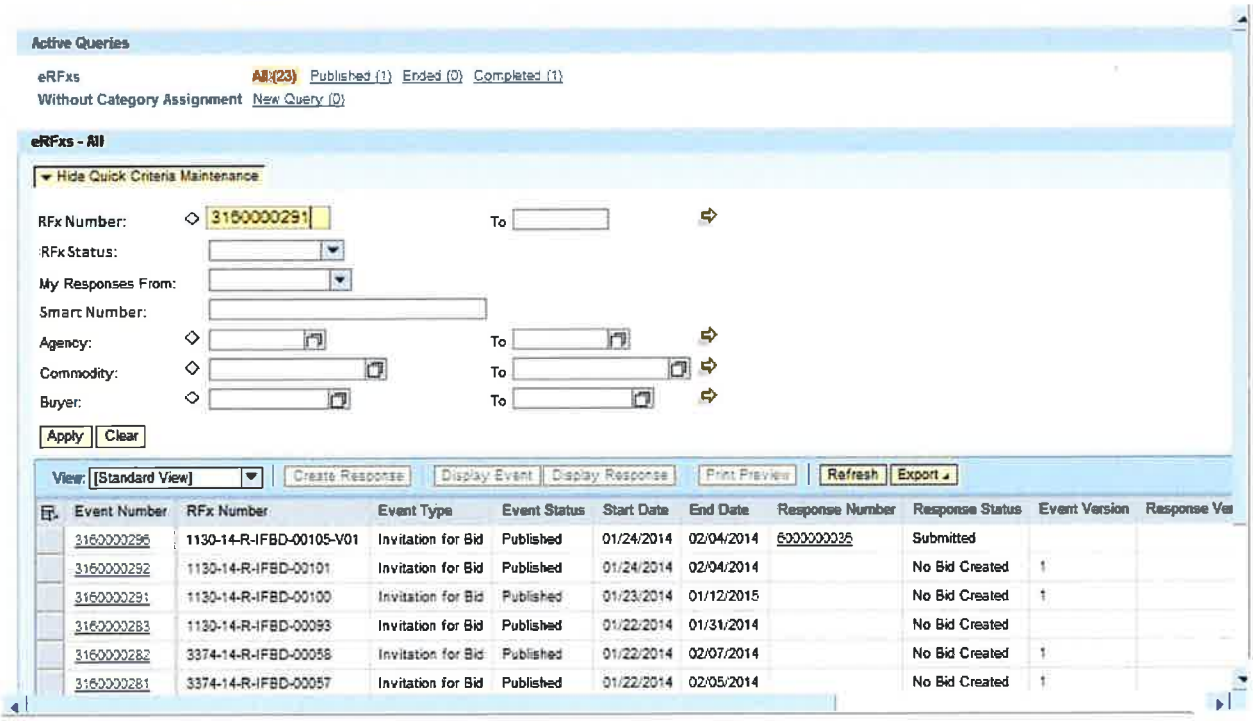
3. As required, complete/review the following fields:

Field	R/O/C	Description
RFx Number:	Required	**Example:** 3160000291

- RFx Number:

Active Queries

4. Click Apply [Apply] to apply the search criteria.



Active Queries

5. Click Hide Quick Criteria Maintenance Hide Quick Criteria Maintenance.

Active Queries

6. Click 3160000291 3160000291.

Display RFx 3160000291

7. Click Participate Participate. This step is required and notifies the SoMs your intent to create a RFx response.

8. Click Create Response Create Response.

Create RFx Response

9. Click Questions Questions to view the required buyer questions.

10. As required, complete/review the following fields:

Field	R/O/C	Description
How long has your company been in business (Specify in years):	Required	**Example:** 7

- How long has your company been in business (Specify in years):

11. Click Yes Yes.

Create RFx Response

12. Click Notes and Attachments Notes and Attachments.

13. Click Items Items.

Create RFx Response

14. Click Details button Details.

Create RFx Response

15. As required, complete/review the following fields:

Field	R/O/C	Description
Price:	Required	**Example:** 2500
Delivery Days:	Required	**Example:** 10
Supplier Product Number:	Required	**Example:** 123_abc_9

- Price:
- Delivery Days:
- Supplier Product Number:

Create RFx Response

16. Click Notes and Attachments tab Notes and Attachments.

Create RFx Response

17. Click Bidder's Remarks Bidder's Remarks.

Add Bidder's Remarks

18. As required, complete/review the following fields:

Field	R/O/C	Description
Bidder's Remarks:	Required	**Example:** We can deliver products with in 10 days

- Bidder's Remarks:

Add Bidder's Remarks

19. Click OK OK.

Create RFx Response

20. Click Add Attachment Add Attachment.

Add Attachment

21. Click Browse...

Choose File to Upload

22. Click Page down .

23. Click Book2.xlsx.

24. Click Open Open.

Add Attachment

25. As required, complete/review the following fields:

Field	R/O/C	Description
Description:	Required	**Example:** Product List

- Description:

26. Click OK OK.

Create RFx Response

27. Click Check Check.

28. Click Submit Submit.