

INVITATION FOR BID



K-3 GRADE READING MANIPULATIVE KITS

Mississippi Department of Education
Office of Elementary Education and Reading
Central High School Building
359 North West Street 208
Jackson, MS 39205

RFx 3160002321

Contact: Tenette Smith
Phone: 601-359-3539
Date: June 7, 2018



**INVITATION FOR BID
Office of Procurement**

359 North West Street
P O Box 771
Jackson, MS 39205-0771
601-359-5716

Bid Number: 18-46452201-02	Bid Title: K-3 Reading Materials Kits
Date Issued: June 7, 2018 June 14, 2018	Office of Procurement: Attn: Monique Corley
Bid Opening Date and Time: June 29, 2018 at 11 a.m.	Reverse Auction Start Date/Time:
Date Delivery Required: August 31, 2018	Delivery location F.O.B. (Destination): List of addresses to be supplied upon award of bid

You are invited to participate in this Invitation for Bid. Please submit your bid response in conformance with the instructions specified herein. By submitting a bid response, the bidder agrees and promises to sell, furnish, and deliver to the State all commodities and services contained in this Invitation for Bid for which a contract is awarded by the State. The bidder shall fully perform the contract in accordance with all specifications, terms and conditions, and requirements contained in the Invitation for Bid.

Written acceptance of the bidder's bid 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 Department of Education through the Procurement Director named above, and the bidder named below:

Bidder Company Name:			
Street Address:			
P.O. Box:	City	State:	Zip Code:
Toll Free Telephone:	Telephone:		Fax:
Federal I.D. or Social Security No.:		E-Mail:	
Type or Print Name of Person Signing:		Title:	
Authorized Signature:		Date:	
Acceptance (For State Use Only) Bid response accepted and contract awarded.			
By _____		Title _____	
Signature _____		Date _____	

Mississippi Department of Education
Terms and Conditions
K-3 Reading Manipulatives Kits

1. PREPARATION OF BID

The Invitation for Bid (IFB) may be submitted through the Mississippi's e-procurement system (MAGIC) and in person to the Mississippi Department of Education (MDE). Paper bids are allowed. All bid prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed, in ink, by the person signing bid.

1. To submit bids electronically, bidders must be registered in the MAGIC system and have a login, password, and supplier number and will meet all technical requirements required to bid.
2. If bidders are unable to participate through MAGIC, an MDE representative can enter the Vendor's bid(s) manually. **Please mark your bid to allow MDE sufficient time for entry.**
3. Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
4. Price each item separately. Unit prices shall be shown. Bid prices must be net.
5. Available specifications shall be sufficient to make the terms binding.
6. Information must be furnished according to bid. If required, bid evaluation cuts, sketches, descriptive literature and technical specifications covering the product offered must be submitted. Previous submitted or bid information on file will not be accepted.
7. It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the bidder.
8. Time of performance. The number of calendar days in which delivery will be made after receipt of order shall be indicated in the bid specifications.

2. SUBMISSION OF BID

All bids shall be signed and sealed. The bidder's name and address must be listed on the outside of the envelope, along with the date of the bid opening, and the bid file number. Bids, bid modifications or corrections received after 11 a.m., CST on Friday, June 29, 2018 will not be accepted.

- a. When submitting a bid electronically, the authorized signature may be typed or be an electronic signature.

3. ACCEPTANCE OF BIDS/RESERVED RIGHTS

The Mississippi Department of Education (MDE) reserves the right to determine the lowest and/or best bid, reject any and/or all bids, to waive any informality in bids and unless otherwise specified by the bidders, to accept any items on the bid. The MDE reserves the right to modify or cancel in whole or in part its Invitation for Bids.

4. ERROR IN BID

Any errors in bid may notify the MDE via the chat message feature. Erroneous bids, where the mistake is apparent to the MDE, may delete the error during the live auction.

5. SPECIAL DISCOUNT PERIOD

Time in connection with a special discount offered will be computed from date of delivery at destination or from the date correct invoices are received if the latter date is later than the date of delivery. Cash discounts will not be considered in the award process.

6. AWARD

It is the intent of the MDE to award a contract to the lowest responsible bidder meeting specifications. MDE reserves the right to determine the lowest responsible bidder on the basis of an individual item, group of items, or in any way determined to be in the best interests of the MDE. Award shall be based on the following factors: (A) adherence to all conditions and requirements of the bid specifications; (B) price; (C) qualifications of the bidders, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (D) delivery or completion date; (E) product appearance, workmanship, finish, and overall quality; (F) warranty provisions; and (G) any bid that does not meet the requirements set out in the specifications shall not be considered for the award.

7. FIRM BID PRICE

The price bid for each item is the full purchase price, material or service costs, and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the bid.

8. LIQUIDATED DAMAGES

Liquidated damages of one percent (1%) of the total bid award amount will be assessed for the awarded bidder for each day past the specified delivery date that the K-3 Reading Manipulatives Kits are not delivered to the specified locations. The Mississippi Department of Education has the right to deduct and retain the amount of liquidated damages from payment to the bidder.

9. FORCE MAJEURE

The contractor shall not be deemed in default of this Agreement, nor shall it be held responsible for, any interruption or delay in the performance of its obligations due to causes such as: acts of God; acts of war; act of terrorist; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. The contractor must notify **Monique Corley**, Director of Procurement at 601-359-5716 within 15 days after the cause of the delay and takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this Agreement upon written notice.

10. ORDER OF COMMUNICATIONS

Any and all corrections and changes, clarifications, etc., communicated between MDE and the vendor shall be in writing. Vendor(s) shall assume all risks if acting otherwise. Questions and/or correspondence relating to this bid must be emailed to the attention of the Office of Elementary Education and Reading at tenette.smith@mdek12.org by Friday, June 22, 2018 at 5:00 p.m. (CST). Responses will be posted to MDE's website at www.mdek12.org under the Public Notices section and will be available to the general public by Tuesday, June 26, 2018. A copy of any corrections, changes or clarification to the bid shall be submitted to Monique Corley, Office of Procurement, Mississippi Department of Education, P. O. Box 771, Jackson, MS 39205.

11. WARRANTY

Vendor warrants that all goods and services furnished hereunder shall conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and they shall be free from latent and patent defects in materials, workmanship and title, and shall be free from such defects in design. In addition, the vendor warrants that said goods and services shall be suitable for, and shall perform in accordance with, the purposes for which they are purchased, fabricated, manufactured, and designed for such other purposes as are expressly specified in this solicitation. The MDE may return any nonconforming or defective items to the vendor or require correction(s) or replacement(s) of the item at any time the defect is discovered, all at the vendor's risk and expense. Acceptance shall not relieve the vendor of its responsibility.

12. NON-DISCRIMINATION CLAUSE

The bidder agrees not to discriminate against any employee or applicant for employment to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter

directly or indirectly related to employment, because of race, color, religion, natural origin, age, sex, height, weight or marital status. The bidder further agrees to require similar provisions from subcontractors or suppliers.

13. INDEMNIFICATION

The vendor shall protect, defend, and save the MDE, its officials, employees, departments and agents harmless against any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by the party or parties by or from any of the acts of the contractor, their employees, or agents; from all liability claims, demands, judgments and expenses to the persons or property occasioned, wholly, or in part, by the acts or omissions of contractor, agents or employees.

14. SUSPENSION AND DEBARMENT CERTIFICATION

By signing the Invitation for Bid page, the bidder is certifying that neither the bidder nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in Federal assistance programs.

15. PAYMENT TERMS

Payment will be made within 45 days after delivery and accepted of commodities or services under this contract and receipt of a correct invoice. All invoices and payment inquiries must be directed to the MDE, Office of Accounting.

16. INSPECTION

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the State or any subdivision thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment therefore may be made at a proper reduction in price.

17. TAXES

The Mississippi Department of Education is a sales tax-exempt state agency. The MDE's state sales tax exemption number is LR.11.099. Upon request, the Office of Accounting can furnish a tax-exempt letter of certificate.

18. GIFTS, REBATE, GRATUITIES

- a. Acceptance of gifts from bidders is prohibited. No officer or employee of the MDE, nor any head of any state department, institution or agency, nor any employee of any state department, institution or agency charged with responsibility of initiating requisitions, shall accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of materials, supplies, or equipment for the State of Mississippi may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future rewards or compensation.
- b. Bidding by state employees is prohibited. It is unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise equipment or material, or similar commodity to the State during the tenure of his or her office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the State.

19. BID INFORMATION

Bid information and documents may be examined pursuant to the Mississippi Public Records Act of 1983, MS Code 25-61-1 et seq.

20. PRECEDENCE

Bids shall be made and the contract shall be entered into in accordance with the General Conditions as hereinafter amended and modified. Should a conflict exist between the General Conditions and the Instructions and Special Conditions, the Instructions and Special Conditions shall take precedence

21. COMPETITION

There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as the State is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to the State must automatically be given to the U.S. Government.

22. WAIVER

MDE 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.

23. CANCELLATION

Any contract or item award may be canceled with or without cause by the State with the giving of 30 days written notice of intent to cancel. Cause for the State to cancel may include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The Contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the Contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by the State does not relieve the Contractor of any liability arising out of a default or nonperformance. If a contract is canceled by the State due to a Contractor's request for increase in prices or failure to perform, that Contractor will be disqualified from bidding for a period of 24 months. The Contractor may cancel a contract for cause with the giving of 30 days written notice of intent to cancel. Cause for the Contractor to cancel may include but is not limited to the item(s) being discontinued and/or unavailable from the manufacturer.

24. SUBSTITUTIONS DURING CONTRACT

During the term of a contract, if adequate documentation is provided that supports the claim that the contract item(s) are not available, items which meet the minimum specifications may be substituted if approved by MDE and the substitutions are deemed to be in the best interest of the State.

25. APPLICATION

It is understood and agreed by the bidder that any contract entered into as a result of this Invitation for Bids is established for use by MDE and all purchases made by these agencies for products included under the provisions of the contract shall be purchased from the bidder receiving the award unless exempt by special authorization from the MDE.

Under the provisions of Section 31-7-7 Mississippi Code of 1972, Annotated, the prices offered herein shall be extended to the governing authorities. However, the governing authorities, by provisions of Section 31-7-12 Mississippi Code, may purchase products covered by state contracts from any source offering an identical product at a price that does not exceed the state contract price.

Employees of the MDE have acted exclusively as agents of the State for the award, consummation, and administration of the contract and are not liable for any performance or nonperformance by the state agencies that utilize the contract.

26. ADDENDA

Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two (2) day period prior to the bid opening, the bid date will be reset to a date not less than five (5) working days after the date of the addendum, giving bidders ample time to comply with the addendum. When replying to

a bid request on which an addendum has been issued, and the specifications require acknowledgement, the bid shall indicate that provisions of the addendum have been noted and that the bid is being offered in compliance therewith. Failure to make this statement may result in the bid being rejected as not being in accordance with the revised specifications or plans.

27. NONRESPONSIVE BIDS

Nonresponsive bids will not be considered. A non-responsive bid is considered to be a bid that does not comply with the minimum provisions of the specification. Any bidder found to repeatedly offer alternated products that are not compliant with specifications in an attempt to obtain a contract on the basis of pricing only will be disqualified from bidding for a period of 24 months.

28. SPECIFICATION CLARIFICATION

It shall be incumbent upon all bidders to understand the provisions of the specifications and to obtain clarification prior to the time and date set for the live auction or bid opening. Such clarification will be answered only in response to a written request submitted in the specified amount of time set by the MDE. The MDE reserves the right to specify a time frame in which clarification request shall be made.

29. PRE-QUALIFICATION PROCESS

- a. The purpose of the RFQF is to advertise the competitive procurement for solicitation of formal quotes from potential bidders to participate in the Reverse Auction. The MDE will be responsible for defining product categories, adding bidders, and publishing all bid related documents to the procurement portal. Once the responses have been received and the Opening Date has been reached, the MDE will review the submissions to qualify bidders and determine a starting price for reverse auction items.
- b. The Invitation for Bids shall be advertised in accordance with Section 3.106.05.4 of the Mississippi Procurement Manual. The MDE shall advertise for 14 consecutive days in accordance with Section 31-7-13(c)(i)(1) of the Miss. Code Ann. Responses to the RFQF will be due on the 8th working day after the last day of advertisement.
- c. Responses to the RFQF will be reviewed by the MDE for responsiveness to specifications. Price quotes received will be evaluated in conjunction with other market research to determine the starting price for the Auction.
- d. The MDE will accept bidder responses in MAGIC who have qualified meeting RFx specifications. Bidders not meeting specifications will not be allowed to participate in the Auction.
- e. Once qualified, the MDE will notify the vendor of Qualification and the date of the Live Auction via email. After receiving the confirmation email, bidders should review/ensure technical requirements for MAGIC have been met or confirm participation in person.
- f. It is requested that bids be submitted on the basis of statewide distribution. Contractors must maintain adequate distribution capabilities and adequate stock of all items to insure prompt delivery.

30. FIRM BID PRICE

Prices accepted from bidder submissions shall be firm for the term of the contract except that the State shall receive the benefit of any price decrease in excess of five (5) percent. The contractor must provide written price reduction information within ten (10) days of its effective date.

31. CONTRACT EXTENSION

- a. Automatic contract renewals or extensions are not allowed. Contracts must be extended or renewed with the proper documents signed or approved by the MDE.
- b. The MDE reserves the right to extend the term of a contract, when necessary, to continue a source of supply whenever new or replacement contracts are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Contractor and shall not exceed three (3) months.

32. LIVE AUCTION

- a. Notification of Auction Start date and time will be sent via email to qualifying bidders. If a bidder is unwilling or unable to participate through MAGIC, a representative from the MDE can enter the Vendor's bid(s) manually (i.e. Surrogate Bidding). If a bidder elects to participate via Surrogate Bidding, the bidder must be physically present at the public bidding location, with the means to submit written bids for each offer made and signed by an authorized agent of the Vendor. A Bid Form will be provided to the Vendor at the start of the auction. This form will not be returned to the bidder but will become a part of the Bid Documentation for Evaluation by the MDE.
- b. The Auction time may be extended at the discretion of the MDE. Examples of reasons to extend an auction include, but are not limited to, technical difficulties experienced by the MDE or bidder, the need to pause the Auction, or bids placed within the last few moments of bidding.
- c. Communication with bidders participating electronically during the Auction may be done via the Live Chat Feature. The MDE has the ability to send messages to particular bidders or broadcast to all bidders. Bidders can ONLY communicate with the MDE, not other bidders.
- d. Bidders may be removed from a Live Auction for improper conduct, including but not limited to profanity, threats, consistently entering erroneous or extremely low bids, or other disruptive behavior.

33. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of materials, documents, data, and other information which bidder has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the bid 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.

Any liability resulting from the wrongful disclosure of confidential information on the part of bidder shall rest with bidder. Disclosure of any confidential information by bidder without the express written approval of the MDE shall result in the immediate termination of this agreement.

34. ACCESS TO RECORDS

Contractor agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Contractor agrees to refund to the MDE any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

35. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law, 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.

36. 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.

37. INDEPENDENT CONTRACTOR

Contractor shall perform all services as an independent contractor and shall at no time act as an agent for the State. No act performed or representation made, whether oral or written, by Contractor with respect to third parties shall be binding on the MDE.

38. 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.

39. STOP WORK ORDER

- (1) **Order to Stop Work:** The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
- (a) cancel the stop work order; or,
 - (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- (2) **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
- (a) the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and,
 - (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) **Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

40. TERMINATION FOR DEFAULT

- (1) **Default.** If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee.

Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- (2) **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the MDE has an interest.
- (3) **Compensation.** Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the MDE for the excess costs incurred in procuring similar goods and services.
- (4) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). "Termination for Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- (5) **Erroneous Termination for Default.** If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the MDE, be the same as if the notice of termination had been issued pursuant to such clause.
- (6) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

41. TERMINATION FOR CONVENIENCE

- (1) **Termination.** The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) **Contractor's Obligations.** Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

42. 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. Mississippi Code Annotated § 31-7-301 *et seq.*

42. 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.

43. 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.

Mississippi Department of Education

K-3 Reading Materials Kit

1. SCOPE

The MDE, Office of Elementary Education and Reading, is accepting bids for the supplies, packaging and delivery of the K-3 Grade Reading Manipulatives Kits. The bid will be for the specified brands or equivalent brands. The material will be disseminated to all teachers who attend the state-adopted Language Essentials for Teachers of Reading and Spelling (LETRS) training.

2. QUOTES/BIDS

All quotations and/or bids shall be made for 3000 kits of the K-3 Grade Reading Materials Kits.

3. BIDDER REQUIREMENTS

Failure to meet the minimum requirements shall result in bid being disqualified.

- a. Bidders responding to this Invitation for Bid (IFB) shall be established vendors regularly engaged in the business of distribution of educational supplies, packaging and delivery of goods with at least five (5) years of experience in the business.
- b. Bidder shall submit a minimum of three (3) references, in the continental U.S., for whom the bidder provided services and/or goods of similar or equal packing and delivery of kits within the past two (2) years. When checking such references, any negative response may result in disqualification of the bid. (See References Page)
- c. References shall include business name, address, telephone number, and name of individual customer who is familiar with bidder's supply capabilities, packaging experience, and delivery of goods.
- d. Bidders must, upon request of the State, furnish satisfactory evidence of their ability to furnish commodities or services in accordance with the terms and conditions of these specifications. This may also include the bidder's financial statement. The MDE and DFA - Office of Purchasing and Travel reserve the right to make the final determination as to the bidder's ability.

4. SET-UP

See the Pricing Sheet for kit assembly instructions.

5. QUANTITY

Please bid on the quantity of 3,000 units of the K-3 Grade Reading Manipulatives Kits.

6. QUALITY OF WORK

The vendor shall maintain quality of workmanship. Upon review of the sample kits, the vendor shall provide all changes necessary to meet the specifications without additional cost to MDE. All corrections due to vendor's errors are the responsibility of the vendor.

7. SAMPLE

If samples of items are requested, the samples must be furnished free of expense and will be returned at bidder's expense, if not destroyed during testing. MDE will return samples within ten (10) days following bid opening. Each sample must be labeled with name, manufacturer's brand name and number.

Awarded vendor shall provide a sample for approval of the K-3rd Grade Reading Materials Kit prior to final assembly of the kits. The sample should be delivered to the Mississippi Department of Education, Attn: Verna Covington, Office of Elementary Education and Reading, 359 North West Street, Jackson, MS 39201. The contact number is 601-359-2586. The Office of Elementary Education and Reading will respond to the sample within three working days.

8. ASSEMBLY

K-3rd Grade – One of each item listed on the pricing sheet, packaged in clear plastic tubs which should measure approximately 16.625" L x 11.875" W x 6.875"H (tubs may be larger to accommodate all supplies listed, but should not exceed 18" L x 13" W x 9" H) boxed and labeled.

9. DELIVERY DATE

The K-3 Grade Reading Materials Kits shall be shipped in boxes and delivered to ALL recipients no later than **June 29, 2018**. Vendors will be provided shipping details upon award. Provided that there is an event of equipment or power failure, the awarded vendor shall have the backup available to ensure that the listed delivery date is met. Any delay in the issuance of the Purchase Order will be cause for an allowance of an equivalent delay in the delivery of the products.

10. MAILING LABELS

A white label (approx. 2" x 3") with black lettering shall be adhered to each carton's exterior end to read: **K-3rd Grade Reading Manipulatives Kits**.

11. DELIVERY/PACKAGING

Prices quoted shall be for F.O.B, Destination, three (3) day, guaranteed UPS, FedEx, DHL or equivalent ground prepaid delivery to addresses indicated by labels that will be provided by the Office of Elementary Education and Reading for the exact number of kits to be mailed to each location. Shipping or delivery shall be performed during normal business hours to ensure cost effectiveness. If there are any questions, concerning the delivery, contact Verna Covington at (601) 359-2586.

12. SHIPPING REIMBURSEMENT TO VENDOR

The shipping cost shall not be included and/or considered as part of the vendors' bid. Shipping costs is defined as boxes/carton, labor, tape, labels, filler, and postage. To request reimbursement, the vendor shall submit to MDE a detailed invoice as verification of delivery.

13. ASSIGNMENT

The awarded vendor shall be responsible for the quality and timeliness of any part of a job subcontracted to another vendor, and for meeting the delivery deadline date of Friday, August 31, 2018.

VENDOR REFERENCES FORM

Bidder (company name): _____

Contact Person: _____ Phone: _____

1. Number of years your company has been in business: _____

NOTE:

Provide a minimum of three (3) references.

REFERENCES:

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____ Phone: _____

Contract Description: _____ Fax: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____ Phone: _____

Contract Description: _____ Fax: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____ Phone: _____

Contract Description: _____ Fax: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____ Phone: _____



Contract Description: _____ Fax: _____

BID RESPONSE FORM PRICING SHEETS

K-3 Grade Reading Materials Kits

In support of the Literacy-Based Promotion Act, the MDE Office of Elementary Education and Reading will disseminate kits to all teachers who attend the state-adopted Language Essentials for Teachers of Reading and Spelling (LETRS) training. The K-3 Grade Reading Materials Kits will support the implementation of best practices in reading instruction.

Materials List for Grades K-3 Reading Kits

				Unit Price	Total Price
1.	3000	each	Word Building (letters) Class Set Tiles Magnetic (Similar to Lakeshore Item # JJ518)	\$ _____	\$ _____
2.	3000	each	Magnetic Dry Erase Mini Boards (student set of 10) size 9" x 12" (Similar to Lakeshore item# LL628X)	\$ _____	\$ _____
3.	3000	each	Felt Square size 9 x 12, Assorted pack of 25	\$ _____	\$ _____
4.	3000	each	Digital Count-Down Timer	\$ _____	\$ _____
5.	3000	each	1-Minute Sand Timer set of 12	\$ _____	\$ _____
6.	3000	each	Reusable Write and Wipe Pockets, size 10 1/4" x 13 1/8", Assorted Colors	\$ _____	\$ _____
					
7.	3000	each	Sheet Protectors size 8 1/2" x 11" (Similar to Avery Product Number: 73803) 100 per kit	\$ _____	\$ _____
8.	3000	each	Word Family Tiles (K-1st grade set)	\$ _____	\$ _____
					
9.	3000	each	Sentence Building Tiles-Super Set (K-3rd grade set)	\$ _____	\$ _____
10.	3000	each	Box of Blends and Diagraphs (2nd-3rd grade set)	\$ _____	\$ _____
11.	3000	each	Upper and Lower-Case Ink and Stamps	\$ _____	\$ _____
12.	3000	each	Plastic container to hold all of the above-named material (no larger than 18" L x 13" W x 9" H)	\$ _____	\$ _____

GRAND TOTAL OF THE BID: \$ _____

Due to the immediate need, delivery must be guaranteed to be completed on or before Friday, August 31, 2018. Are you able to meet this deadline? Yes ___ No ___ (ARO – After receipt of the order)

COMPANY NAME: _____

AUTHORIZED BIDDER'S SIGNATURE: _____ **DATE:** _____

Vendor Response Check List

The following items are provided to assist bidders in ensuring all submissions requirements are met. Vendors are encouraged to utilize this list, including addenda acknowledgement, and include it with their bid submission (if applicable). In order to ensure fair and accurate evaluation, page numbers indicating the location of your response within your bid shall be included, where indicated.

Submit: One (1) original and one copy of the bid response:

Documents:

- | | |
|---------------------------------------|----------------|
| _____ Completed/signed signature page | (Page ____) |
| _____ References | (Page ____) |
| _____ Pricing Sheet | (Pages ____) |
| _____ Copy of W-9 | |
| _____ MAGIC capabilities | Yes () No () |

Acknowledgement of Amendment: Bidder acknowledges receipt of the following amendment:

Signature to confirm Acknowledgment of Amendment

Date

Questions and requests for clarification of the IFB must be submitted by email to tenette.smith@mdek12.org by Friday, June 22, 2018 at 5:00 p.m., (CST). Copies of all questions submitted and the responses will be posted to MDE’s website at www.mdek12.org under the Public Notices section and will be available to the general public on Tuesday, June 26, 2018.

Vendor’s bid response must be submitted no later than 11:00 a.m., (CST), Friday, June 29, 2018.

TENTATIVE TIMELINE

Start Date <ul style="list-style-type: none"> • First date of advertisement • Second date of advertisement 	June 7, 2018 June 14, 2018
Questions and Answers Deadline	June 22, 2018
Bidder submission deadline date and time	June 29, 2018, 11:00 a.m.
Opening date and time	June 29, 2018, 11:00 a.m.
Email sent to qualified bidders of auction start date and time	July 11, 2018
Reverse auctions start date and time	July 19, 2018 8:00 a.m. – 4:30 a.m.
Contract Intent to Award	August 2018