**REQUEST FOR PROPOSALS**

**OFFICE SUPPLIES**

**PROPOSALS ARE DUE NO LATER THAN**

**APRIL 25, 2023, AT 5:00 P.M. CDT**

|  |  |  |
| --- | --- | --- |
| **RFP #: 23RFP8602** | **BUYER: LISA HUBBARD** | **EMAIL:** [**Lisa.Hubbard@statesd.us**](mailto:Lisa.Hubbard@statesd.us) |

**READ CAREFULLY**

BUSINESS NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP: \_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BUSINESS PRIMARY CONTACT INFORMATION**

CONTACT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By signing and submitting a proposal the offeror agrees to comply with the provisions and certification requirements of this RFP.**

**AUTHORIZED SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

PRINTED NAME AND TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**GENERAL INFORMATION**

* 1. **PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The State of South Dakota through the Bureau of Administration, Office of Procurement Management is soliciting proposals from responsible suppliers to provide a complete line of office supplies, batteries, ink and toner, and small volume paper. It is the State’s intent to award a contract to a contractor with proven resources to service the State’s needs for the supplies included in this RFP, at all state government locations within South Dakota. The RFP will be evaluated using price and other factors. The State is looking for a contractor that maintains a large number of the required items in stock for immediate delivery, and that can provide delivery for those items within 24 to 48 hours of order placement. The contract resulting from this RFP will be utilized by all state agencies, including institutions under the control of the Board of Regents. State law also allows local units of government to utilize the resulting contract. The State may consider various contracting options in addition to proposals received through this solicitation, including active contracts established by governmental agencies individually or through cooperative procurement processes, using competitive sealed bids or proposals.

* 1. **DEFINITION OF TERMINOLOGY:**
     1. **Addendum:** Refers to a written communication issued by Procurement Management informing interested parties that there are amendments, additions or both to an invitation for bid, request for proposals, notice, contract, or other document previously issued or executed.
     2. **Contract:**  Means a written agreement for the procurement of items of tangible personal property or services.
     3. **Contractor:** Means the successful offeror who enters into a binding contract pursuant to this RFP.
     4. **Desktop Delivery:** Defined as delivery to the person placing the order or the place directed by the person placing the order. For example, if the Director of the Office of Procurement Management places an order, it is expected to be delivered to the front desk of our office. The box does not need to be placed on his desk by the delivery service but it does need to be delivered to the agency where he is located.
     5. **Electronic Procurement System:** Refers to the Internet-based registration and procurement system currently in use by the South Dakota Office of Procurement Management.
     6. **Forced Substitution** shall be defined as follows: The act of replacing any item with an alternate item via the use of software or any other method, resulting in the substitution of any item on any order without the prior consent of the ordering entity.
     7. **Mandatory:** The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor may result in the rejection of the offeror’s proposal.
     8. **Offeror:** Is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.
     9. **Order Accuracy** shall be defined as follows: The products ordered are the products shipped. The amount of order lines filled correctly versus the amount of lines filled incorrectly. Example:  Agency orders 10 products (one order line each) on its Purchase Order #1234. The contractor ships out 7 line items correctly and the remaining 3 items are not what the agency ordered. The Order Accuracy Rate for this Purchase Order is 70%. Calculation: Number of Order Lines Shipped on the Initial Order\* / Total Number of Order Lines Ordered (7/10 = 70%).
     10. **Order Fill Rate** shall be defined as follows: The term “order fill rate” shall be defined as orders filled next day without backorders. The amount of order lines shipped on the initial shipment versus the amount of lines ordered. This measure may or may not take into consideration the requested delivery date. Example:  ABC Agency orders 10 products (one order line each) on its Purchase Order #1234. The contractor ships out 7 line items on March 1 and the remaining 3 items on March 10. The Fill Rate for this Purchase Order is 70%. It is calculated once the initial shipment takes place. Calculation: Number of Order Lines Shipped on the Initial Order\* / Total Number of Order Lines Ordered (7/10 = 70%).
     11. **Procurement Director:** Director of the Office of Procurement Management for the State of South Dakota.
     12. **Purchasing Specialist:** An employee of the Office of Procurement Management whose responsibility, among other things, is to authorize the purchase and lease of supplies for South Dakota state government agencies.
  2. **ISSUING OFFICE AND RFP REFERENCE NUMBER**

The Office of Procurement Management is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota. The reference number for the transaction is **RFP #23RFP8602** which must be referred to on all proposals, correspondence, and documentation relating to the RFP.

* 1. **SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)**

|  |  |
| --- | --- |
| RFP Publication | March 28, 2023 |
| Deadline for Submission of Written Questions | April 12, 2023 (5:00pm CDT) |
| Responses to Offeror Questions | April 14, 2023 (5:00pm CDT) |
| **Proposal Submission** | **April 25, 2023 (5:00pm CDT)** |
| Anticipated Award Decision | May 31, 2023 |

* 1. **SUBMITTING YOUR PROPOSAL**Offerors are required to provide an electronic copy of their response. The electronic copy shall be provided in MS WORD or in PDF format. Attachment A Worksheet shall be provided in Excel. Proposals should be sent only to [lisa.hubbard@state.sd.us](mailto:lisa.hubbard@state.sd.us) with the appropriate RFP Number and Title in the subject line.  
       
     Proposals **must** be submitted no later than the time and date set forth in the above Section 1.4 Schedule of Activities. Proposals received after this date and time will not be accepted for consideration.   
       
     Proposals received after the deadline will be late and ineligible for consideration.   
       
     No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota
  2. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

By signing (Page 1 of RFP) and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the offeror shall attach an explanation to their offer.

* 1. **NON-DISCRIMINATION STATEMENT**

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

* 1. **CERTIFICATION RELATED TO PROHIBITED ENTITY**For contractors, vendors, suppliers or subcontractors who enter into a contract with the State of South Dakota by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:  
       
     The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.
  2. **RESTRICTION OF BOYCOTT OF ISRAEL**For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars ($100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:  
       
     The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.
  3. **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

* 1. **OFFEROR QUESTIONS AND INQUIRIES**

Offerors may email inquiries to obtain clarification of RFP requirements. Email questions or inquiries must be sent to Lisa Hubbard, Assistant Director at [Lisa.Hubbard@state.sd.us](mailto:Lisa.Hubbard@state.sd.us) with the subject line “**RFP #23RFP8602**” prior to the deadline specified in Section 1.4 the Schedule of Activities of this RFP.

Questions shall be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Assistant Director; however, oral explanations or instructions given over the telephone shall not be binding upon the State. Offerors shall not contact any person within the State directly, in person, or by telephone, other than the Assistant Director, concerning this RFP.

* 1. **PROPRIETARY INFORMATION**

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

* 1. **LENGTH OF CONTRACT**

The contract resulting from this RFP will be for a period of two (2) years, from July 1, 2023 through June 30, 2025. The contract may be renewed subject to the same terms and conditions for up to eight (8) additional one-year periods, upon mutual consent of the parties.

* 1. **GOVERNING LAW**

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

* 1. **DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror’s expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State’s request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

1. **STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract or agreement resulting from this RFP will include the State’s standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

* 1. The contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.
  2. The contractor’s services under this Agreement shall commence on July 1, 2023 and end on June 30, 2025, unless sooner terminated pursuant to the terms hereof. The contract may be renewed subject to the same terms and conditions for up to eight (8) additional one (1) year periods, upon mutual consent of the parties.
  3. The contractor will not use State equipment, supplies or facilities. The contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
  4. The contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
  5. The contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than $1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

C. Business Automobile Liability Insurance:

The contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than $1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

D. Worker’s Compensation Insurance:

The contractor shall procure and maintain workers’ compensation and employers’ liability insurance as required by South Dakota law.

Before beginning work under this Agreement, contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.

* 1. While performing services hereunder, the contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
  2. Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

* 1. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to contractor at the time of termination may be adjusted to cover any additional costs to the State because of contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by contractor it is determined that contractor was not at fault, then the contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.
  2. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
  3. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
  4. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
  5. The contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
  6. The contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
  7. Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.
  8. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Lisa Hubbard on behalf of the State, and by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of the contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

* 1. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
  2. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
  3. The offeror must provide environmentally preferable paper products that meet one of the following criteria:   
      Green Seal certified as defined in ARSD 10:02:05:04;  
      Ecologo certified as defined in ARSD 10:02:05:05; or  
        
     Comply with the minimum requirements for recycled content as published in the United States Environmental Protection Agency Comprehensive Procurement Guidelines, Buy-Recycled Series, Paper Products, October 2007. The Comprehensive Guide can be viewed on OPM’s website at <https://boa.sd.gov/central-services/procurement-management/docs/EPA2007CPG.pdf>  
        
     Offeror’s proposal shall reference if their paper is Green Seal certified, Ecologo certified or complies with the minimum requirements for recycled content as published in the US EPA Comprehensive Procurement Guidelines for Paper Products dated October 2007.

1. **SCOPE OF WORK**

The State of South Dakota is seeking an office supplies contractor that has the proven resources to service the State’s multiple statewide state agency locations.

* 1. **Product Requirements**
     1. The contractor will be required to stock all items identified in the core listing and private label listing and have them available for immediate delivery. No substitutions will be allowed. These items may not be considered special order items.
     2. The contractor shall stock as many balance of the catalog category items as possible and have them available for immediate delivery. The number of catalog items available for immediate delivery is an evaluation item.
  2. **Ordering Methods**

The contractor must be able to receive orders through the following methods:

* + 1. The contractor must be able to receive orders via ecommerce, telephone, fax, email, and by walk-in to the contractor’s retail locations (if retail locations are available).
    2. The contractor must create and maintain an internet-based electronic ordering system for the use of all users of the state contract. The electronic ordering system mustfacilitate a “punch-out” catalog with the State’s current e-procurement system (easyPurchase) hosted by ESM Solutions Inc. and the Board of Regents’ current e-procurement system (SDezBuy) hosted by JAGGAER (formerly SciQuest). The electronic ordering site must be compatible with the State of South Dakota's operating system(s) which currently consist of Windows 10 and Windows 11. The electronic ordering site must be fully operational within thirty (30) calendar days from award of contract. The Director of the Office of Procurement may allow the contractor additional time for implementation if it is found that the State caused delays.
    3. The contractor’s electronic ordering system shall be secure and password protected. Entering the system with the designated password shall automatically direct the user to the contract pricing. Additional password protection will be agency based.
    4. It is desirable that the electronic ordering site clearly directs the user to the core list items upon login.
    5. The electronic ordering system shall have an informational field available to enter a purchase order number at the ordering agency's discretion.
    6. The electronic ordering system shall have the capability of excluding certain items. Excluded items will be identified between the contractor and the State of South Dakota prior to final award and issuance of contract. The State may identify additional items to be excluded during the term of the agreement. The ordering system must not allow purchases of excluded items.
    7. The electronic ordering system shall automatically assign correct contract pricing to any order. The contractor shall ensure that correct contract pricing is also assigned to telephone, fax, email and walk-in orders by state contract users.
    8. The electronic ordering system shall contain ship to and bill to addresses. These addresses must be maintained throughout the contract period. The addresses will mirror what is currently in the State’s e-Procurement system. OPM maintains the addresses within the State’s e-Procurement System. The contractor’s system must be maintained with no additional assistance from the State of South Dakota. Address changes must be completed within the same day of request.   
         
       Do you agree: Yes \_\_\_\_\_ No \_\_\_\_\_  
         
       Please explain how your system will maintain addresses:
    9. The electronic ordering system must allow for use of the state purchasing card, currently a MasterCard card issued through Citibank. A "bill me" option must be available as an alternate method of payment. Order processing time must be the same for agencies utilizing the "bill me" option and credit card payments.
    10. Credit card information/numbers cannot be stored within the online ordering system. Does the Offeror have online security measures that provide such protection?  
          
        \_\_\_\_\_ Yes \_\_\_\_\_No   
          
        Please describe the security measures in detail:
    11. Automatic backorder/out-of-stock information must be emailed to the requesting agency within twenty-four (24) hours of order.  
          
        Please provide a copy of the notice the ordering agency would receive for a backorder/out-of-stock item.  
          
        How would the ordering agency receive the notice?
    12. It is desirable that the electronic ordering system allow same day (by 5:00 p.m. central time) order cancellation with no re-stocking fee.
    13. The electronic ordering system shall provide an automatic email response of delivery information to the ordering agency. Delivery information shall include, but is not limited to, the expected delivery date, tracking numbers, and number of packages.
    14. The contractor must provide online proof of delivery.
    15. Electronic ordering system shall be able to route order for approval within the agency.
  1. **Delivery**
     1. **The State of South Dakota will allow the contractor to apply a minimum order amount of $50.00.** Although no minimum order amount proposed shall exceed $50.00, the contractor may offer deeper discounts for orders that exceed the specified minimum. Based on historical procurement data the average order size is **$277.45.** The average lines per order is **5.20**.
     2. The contractor shall keep a sufficient inventory of supply items available to avoid out-of-stock or backorder situations during the course of the contract
     3. All deliveries shall be for desktop delivery, FOB Destination with all delivery costs paid by the contractor.
     4. The contractor will not be allowed to combine orders from multiple agencies into one drop shipment to one central address at any time during the contract period, unless specifically asked to do so by the ordering agency.
     5. Delivery for all items on this contract, other than special order or backordered items, shall be made within 24 to 48 hours of receipt of order, to any location in South Dakota, as long as the order is placed by the deadline proposed by the contractor. The actual required delivery time will be determined by the proposal of the successful offeror. This will be an evaluation factor.
     6. An additional 10 days will be allowed for back-ordered items when notification is given, in writing, to the ordering agency that the items are not available for immediate delivery. The agency may choose to cancel an order for a backordered item and make the purchase from another source of supply.
     7. For special order items, the requesting agency must be informed at the time of order that the item is a special order item and the anticipated date of delivery. The ordering agency will have the option of canceling the order and making the purchase from another source of supply.
  2. **Substitutions:** The contractor will not be allowed to substitute any items in the resulting contract unless prior approval is obtained in writing from the Office of Procurement Management. It is understood that some items may be discontinued by any manufacturer during this contract period. If an item is discontinued, the contractor may be required to supply a like item, at the same cost, even though it may be at a loss to the contractor.
  3. **Forced Substitution:** By submitting their proposal, the offeror has in good faith offered firm core list pricing and a discount from each of the identified categories with the full intention of supporting the product offerings in each category. The practice of forced substitution will not be accepted.
  4. **Reports:** The Office of Procurement Management requires usage reports to be provided through online reporting functionality of the offeror’s electronic ordering website. The contract manager for the State of South Dakota must be able to run reports as needed without the need to request the report from the contractor. If a contractor’s website does not have such functionality, Procurement Management may allow reports to be provided by the contractor on a scheduled basis, not to exceed monthly. Such reports must provide the minimum required information and be submitted in Microsoft Excel format in as required by Procurement Management. If requested by the State of South Dakota, the contractor must be able to provide a complete and accurate spend report for the most recently completed reporting period within 24 hours of initial notification. Copies of original invoices and original orders must be available for review.  
     1. The following minimum information must be available in a report:  
        1. Total dollar volume of purchases during the reporting period, broken down by individual state agency.
        2. Order date, shipped date, delivered date, description, item number, quantity, and invoiced price of each product/item purchased.
  5. **Re-Stocking Fees:** State agencies and other authorized users of this contract will not be responsible for restocking fees.
  6. **Warranty:** The offeror warrants that all products shall be new, unused, current production models, where applicable, and shall be free from defects in materials, design and manufacture for manufacturer’s standard warranty period. Contractor must agree to assist the State of South Dakota with manufacturer warranty issues where necessary.
  7. **Shelf-Life:** All products will have a minimum shelf-life of one year from the date of purchase.
  8. **Billing:** The contractor will be required to maintain multiple accounts with multiple agencies with delivery to multiple locations. The contractor agrees not to sell to a third party any contact information obtained as a result of this RFP or the resulting contract.
     1. A substantial line of credit between the State of South Dakota and the contractor is mandatory. The amount of the line of the credit will be established prior to final award and issuance of contract. The contractor will not “freeze” the account without prior notification of ten (10) days to the contract manager.
  9. **Security Of Pricing:**
     1. The contractor shall ensure the accuracy and security of pricing on the online, punch-out, telephone, and stores ordering systems to be consistent with the awarded proposal, and any approved price adjustments.
     2. The contractor must ensure that no pricing adjustments are made on the system without written approval of the Office of Procurement Management.
     3. If the contractor cannot ensure adequate pricing security, the State may terminate the agreement, or may require the contractor to provide an electronic file of all contract items to be hosted on a catalog within the State’s electronic procurement system. The contractor will be responsible for all expenses associated with establishing a catalog in the e-procurement system. Such expenses are only for the initial conversion of the electronic file into a catalog, and for any requested and approved catalog updates, which would require a new file to be submitted for conversion.
     4. If the Procurement Director determines that the contractor cannot adequately ensure accuracy of pricing and invoicing, the contract will be independently audited by a company authorized by the Office of Procurement Management at the contractor’s expense. The contractor must make all records; including but not limited to invoices, purchase orders, statements, and confirmation of orders available to the State of South Dakota and the independent auditor. Records must be made available in electronic format within 10 business days of submitted request to contractor. The Procurement Director will make the decision and will be the final authority in requesting an outside audit.   
          
        Does your company agree: Yes \_\_\_\_\_ No \_\_\_\_\_
  10. **Performance Measures:**
      1. The contractor shall maintain the following performance rates of measure throughout the term of the contract:  
         1. Order accuracy rate of 96%,
         2. Order fill rate of 96%.
         3. On-time delivery rate of 96%.
         4. Pricing accuracy rate of 96%
      2. Failure of the contractor to maintain these performance rates may be considered a breach of contract and may be grounds for termination of the agreement. In the event of such breach, the contractor will receive two warnings for non-compliance with an opportunity to cure, and a third incident of non-compliance may result in contract termination.
      3. The contractor will be required to submit by the **10th of each month**, a report listing the performance rates of measure percentages from the previous month. The report must be in a format that cannot be manipulated.
  11. **Support:** The following support requirements are mandatory. These requirements must be met at no additional cost to the State of South Dakota.
      1. Contractor must provide on-site customer assistance services at the State’s request which include, but are not limited to, system demonstrations, orientation meetings and customer assistance.
      2. Contractor must be available to conduct multiple orientation sessions at various locations throughout the State to introduce users to account set up procedures and using the online ordering system. These orientation sessions may be in the form of on-site group meetings or online webinars or training, or other format acceptable to the State.
      3. Contractor must provide a single, point of contact (i.e., account representative, account manager) and a back-up point of contact to answer questions and resolve problems.
      4. Contractor must provide the Office of Procurement Management with a listing of the name, physical address, telephone number, email address and account information for all state government users in the system.
      5. Contractor's points of contact must be available by both telephone and email.

* + 1. Contractor must make available at least one (1) customer service representative during normal business hours (8:00 A.M. to 5:00 P.M. Central Time) to respond to the following inquiries:
    2. Status of Orders (e.g., shipped, pending, etc.);
       1. Delivery Information;
       2. Back Order Information;

* + - 1. Statewide Contract Pricing;
      2. Product Exclusions (i.e., “lock out items”);
      3. Contract Compliance Requirements (e.g. delivery timeline requirements, invoice, timeliness, etc.)
      4. General Product Information
      5. Account set-up
      6. The contractor must notify the Office of Procurement Management immediately of any:
      7. Changes in contact information for customer service representatives and account representatives or managers.
      8. Changes in assigned users accounts.
    1. Contractor must respond to all communications within twenty-four (24) hours of contact.
    2. Contractor must receive authorization from the Office of Procurement Management prior to unblocking or lifting restrictions on excluded products.
  1. **Overlapping Contract Items:** Products available in this contract award may also be available from other State of South Dakota contracts. The State of South Dakota reserves the right to purchase from the most cost effective contract.
  2. **Additional Items:** The State reserves the right to add or delete products during the life of the Contract. The State reserves the right to work with the contractor and allow low cost alternative products during the life of the contract.  
       
     Items added or deleted must be completed within the same day as request.   
       
     Do you agree: Yes \_\_\_\_\_ No \_\_\_\_\_
  3. **On-Line Catalog Spreadsheet:** The apparent contractor will be required to submit their entire on-line catalog (include private label items) in the same format as Attachment A - Worksheet prior to contract award. The spreadsheet is necessary to provide information for all price adjustments throughout the length of the contract.  
       
     A separate spreadsheet will be maintained by the Office of Procurement Management for all items that have permanently been added to the contract by request. Once a price increase has been requested by the contractor, the added items will be merged into the price spreadsheet.

1. **PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS**
   1. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
   2. **Offeror's Contacts**: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
   3. The offeror may be required to submit a copy of their most recent audited financial statements upon the State’s request.
   4. Provide the following information related to at least three previous and current service/contracts, performed by the offeror’s organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.
      1. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
      2. Dates of the service/contract; and
      3. A brief, written description of the specific prior services performed and requirements thereof
   5. The following information is required to be submitted with the proposal.  
      1. On-line Ordering Website Information:

The on-line ordering website must be one that is used regularly by a significant number of large account customers so that it cannot be manipulated in an improper manner. Offerors may be required to provide a listing of government users of their on-line catalog for verification.

The Office of Procurement Management will utilize the offeror’s online ordering site to verify list pricing and other information.

The on-line ordering website must contain a minimum of 7,000 items. Evaluation points will be given in direct correlation to the number of items offered. This will be an evaluation factor. The number of items offered is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

All items, including the private label items, in the offeror's response to the RFP must be available for review on the on-line ordering website. At a minimum, the on-line ordering site must provide detailed product information, including item numbers, unit of measure as offered in the proposal, and list price.

The on-line ordering website provided for review must be the site that will be utilized by the State of South Dakota if the offeror is selected for award.   
  
Website Link: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* + 1. Please describe in detail your company’s implementation process to make this contract operational.
    2. Provide a detailed description of the offeror’s delivery program, explaining how the offeror will ensure that products are delivered statewide within the required delivery timeframes.
    3. Provide a detailed description of your company’s return policy and procedures.
    4. Provide a detailed summary of how your company utilizes supplies and services found in South Dakota and how your company economically impacts the State of South Dakota.
    5. As outlined in Section 3.15 the State of South Dakota may add or delete products during the contract period. Provide a detailed summary of how your company will add or delete items on the punch-out and the length of time it will take for completion.

1. **PROPOSAL RESPONSE FORMAT**
   1. The offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF **electronic format** and Attachment A Worksheet in Excel.
      1. The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
      2. Maximum page allowance for the proposal is **40** pages. Offerors may request approval to expand the page limit by submitting written justification.
   2. All proposals must be organized and tabbed with labels for the following headings:
      1. **RFP Form**. The State’s Request for Proposal form completed and signed.
      2. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
      3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
         1. A complete narrative of the offeror's assessment of the work to be performed, the offeror’s ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
         2. A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
         3. A clear description of any options or alternatives proposed.
         4. Attachment A - Worksheet is an Excel spreadsheet containing the core item listing, private label listing, and balance of the catalog categories. Attachment A – Worksheet attached to this RFP **must** be utilized. No other spreadsheets will be accepted. **Failure to utilize the worksheet may result in proposal rejection.**
2. **PROPOSAL EVALUATION AND AWARD PROCESS**
   1. After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:
      1. Cost proposal submitted on Attachment A – Worksheet = 35%
      2. Delivery capabilities and methodology, including the number of contract items available for immediately delivery = 15%
      3. Record of past performance = 15%
      4. Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements = 10%
      5. Reporting capabilities = 10%
      6. Website functionality, ease of use = 5%
      7. How company utilizes supplies and services found in South Dakota and how company economically impacts the State of South Dakota = 5%
      8. Customer service capabilities and methodology = 5%

* 1. Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
  2. The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
  3. The State may request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award.  The State is not obligated to do so, therefore, vendors should submit their best offer in their original proposal.  If an offeror declines the State’s request to submit a best and final offer their original proposal will be considered their final offer. If a best and final offer is requested it will be after the initial evaluation of proposals by the evaluation committee.
  4. The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
  5. **Award:** Unless all proposals are rejected, award shall be made to the responsible offeror whose proposal conforms to the solicitation and is determined to be the most advantageous taking into consideration price and other evaluation factors identified in 6.1.

1. **COST PROPOSAL**
   1. This RFP is being conducted with a core listing, private label listing, and 27 product categories with market basket items for the balance of the catalog.
   2. Cost proposals must be submitted using Attachment A - Worksheet. The spreadsheets contain the core listing, private label listing, and market basked category listings for the balance of the catalog.
   3. Offerors must provide pricing for each of the 100 core list items and for all of the market basket items in the 27 categories. Private label items and private label balance of catalog is optional.
   4. Only name brand items are being requested for the purpose of evaluation on the core listing. Any generic or private label items offered must be offered using the private label tab in the spreadsheet.
   5. Private label or store brand alternates are allowed in the separate private label listing and in Category 28 for the balance of the catalog. The proposed private label item must perform equally in comparison to the described item and in the same UOM. The State’s decision on whether or not a proposed alternate item meets the performance requirements of the described item shall be final.
   6. All calendars and other dated material listed as items in this RFP are to be considered the current year even if the model number may not reflect current year.
   7. Price list documentation submitted by the successful offeror prior to contract award will be used throughout the contract period, allowing for bi-annual (May 1 and November 1) updates for the purpose of price adjustments and product updates. Category discounts will not change through the length of the contract, including extensions, and will be applied toward the list pricing on any catalog authorized by the State. Contractor will be required to submit the Attachment A Worksheet pricing for all adjustments during the contract period.
   8. For the balance of the catalog items, bi-annually (May 1 and November 1) price adjustments will be allowed based on the price list submitted by the contractor prior to contract award. However, the percentage category discount will remain firm for the length of the contract, including any extensions. Price increases will not be considered until the contract has been in effect for ninety (90) days. The contractor must submit the updated contract pricing to the Office of Procurement Management for approval. Core list pricing and private label list pricing shall be separated from the balance of the catalog pricing on the electronic file.  The electronic file shall be submitted thirty (30) days prior to May 1 and November 1 of each year. The new pricing will become effective on May 1 and November 1 if approved by the Office of Procurement Management. No price adjustments shall be made until final approval is received by the Office of Procurement.
   9. Price decreases are acceptable on invoice(s) presented for payment. If the open market price of a specific contract item is under the contractor's price, the State reserves the right to purchase the lower priced product.
   10. The State of South Dakota will not accept margin floor/ceiling pricing or cost plus pricing.
   11. **CORE LIST ITEMS:** The core listing portion of this proposal can be located in Attachment A - Worksheet. Pricing for core list items must be the net price to the State of South Dakota.
       1. The net price submitted for core list items is firm for the first year. If the contract is renewed for additional years, price adjustments will be considered for core list items based on the discount indicated in the original proposal from the list price as shown on the offeror’s online ordering site at time of RFP opening or the price list spreadsheet submitted prior to opening. Subsequent price adjustments will be allowed on an annual basis in the same manner.
       2. If no discount is indicated for a core list item, the State may deny any request for future price adjustments for the item for the life of the contract.
   12. **PRIVATE LABEL LIST ITEMS AND BALANCE OF CATALOG:** The private label list portion can be located in Attachment A - Worksheet on tab labeled “Private Label”. The balance of the catalog portion can be located in Attachment A – Worksheet on Tab Category 28.
       1. Pricing for items in the private label list must be the net price to the State of South Dakota.
       2. Category 28 contains the Balance of the Catalog (**Category 1 through 23 and 25 through 27**) for private label items. A proposal response for each category is not required; it is understood that your company may not offer private label products for some of the categories. For the balance of the catalog, a percentage discount must be submitted for each category listed, even if the offeror's discount is 0%. Only one discount percentage shall be offered per listed category. Offeror should note that the respective category discount percentage shall apply to every item in the offeror’s catalog and not only selected items.
       3. Documentation submitted by the offeror prior to contract award will be used throughout the contract period, allowing for bi-annual (May 1 and November 1) updates for the purpose of price adjustments and product updates. Category discounts will not change through the length of the contract, including extensions, and will be applied toward the list pricing on any catalog authorized by the State.
   13. **BALANCE OF THE CATALOG:** For the balance of the catalog, a percentage discount must be submitted for each category listed, even if the offeror's discount is 0%. **Only one discount percentage shall be offered per listed category. Offeror should note that the respective category discount percentage shall apply to every item in the offeror’s catalog and not only selected items.**  
       **EXAMPLE:** On Attachment A Worksheet – Category 1 is Adhesives, Glues, Glue Sticks, Adhesive Removers. If you are offering a 50% discount, every item in that category is 50%. Enter .50 on each line in the category tab.   
       1. The offeror must provide list pricing for each sample item shown in each of the categories. The list pricing provided will be multiplied by the category discount provided to determine the final proposal price for evaluation. If the offeror has indicated a 0% discount, the list pricing will be the proposal price.
       2. The list price provided by the offeror for the discount catalog items must match the list price shown on the offeror’s on-line ordering website or a published price list submitted at time of opening. If the list pricing does not match, the proposal may be rejected.
       3. Documentation submitted by the contractor prior to contract award will be used throughout the contract period, allowing for bi-annual (May 1 and November 1) updates for the purpose of price adjustments and product updates. Category discounts will not change through the length of the contract, including extensions, and will be applied toward the list pricing on any catalog authorized by the State.

* 1. **ESTIMATED QUANTITIES:** The quantities listed in this RFP are estimates, based on actual purchases by State agencies during a twelve (12) month period from January 1, 2022 through December 31, 2022. The contract resulting from this RFP is for an indefinite quantity, the State does not guarantee the purchase of any minimum or maximum quantity during the term of the contract. Estimated quantities indicated in the RFP are for informational purposes only and are not a guarantee of purchases to be made by the State from the contractor(s).
  2. **Attachment A - Worksheet – Category 24** **HP Toner and Ink**. Contractors must contact Lisa Hubbard at email: [Lisa.Hubbard@state.sd.us](mailto:Lisa.Hubbard@state.sd.us) by **April 10, 2023**, to have their company added to the HP Big Deal Pricing List.