



IFB #3160003396

Ribbons and Labels

Issue Date: 1/15/2020

Closing Location

Mississippi Department of Revenue
500 Clinton Center Drive
Clinton, MS 39056

BID Coordinator

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Closing Date and Time

Bids must be received by February 14, 2020 12:00 p.m. (CST)

To provide ribbons and labels for the shipment of alcoholic beverages for the Alcoholic Beverage Control Distribution Center ("Department" "State" "ABC") located at 1286 Gluckstadt Road, Madison County, Mississippi.

1.0 Scope of Services	4
2.0 Characteristics of Work	4
3.0 General Terms of Contract.....	4
3.1 Delivery.....	4
4.0 Procurement Time Line	5
5.0 Eligibility Requirements	5
5.1 Qualification of Bidder	5
5.2 References.....	6
5.3 Business Longevity.....	7
5.4 Registration with Secretary of State	7
6.0 Procurement Methodology.....	7
6.1 Approach.....	7
6.2 Rules of Procurement.....	7
6.3 Procedure for Answering Questions	7
6.4 Bid Modification or Withdrawal.....	8
6.5 Late Submission.....	8
6.6 Negotiation Rights	8
6.7 Amendments to the IFB	9
6.8 Opening Procedures	9
6.9 Competitive Negotiation.....	9
6.10 Bid Evaluation	9
6.11 Award Notice	10
6.12 Incurring Costs.....	10
6.13 Right to Protest	10
6.14 Post-Award Vendor Debriefing	10
6.15 Bid Ownership	11
6.16 Partial Bid Prohibited.....	11
6.17 Exceptions and Deviations.....	11
6.18 Compensation for Services	11
6.19 Conflict of Interest	11
6.20 Contract.....	11
6.21 Office Closure Statement.....	12
7.0 Submission Procedures	12
7.1 Procedures for Submitting Bid.....	12
7.2 Submission Format	13

Appendix A Specifications	14
Appendix B Terms and Conditions.....	15
Appendix C Bid Package.....	26
Attachment A Bid Cover Sheet	27
Attachment B Certification	29
Attachment C Bid Form – <i>Ribbons and Labels</i>	30
Attachment D References.....	31
Attachment E Reference Score Sheet # 1	33
Attachment F Reference Score Sheet # 2.....	35
Attachment G Acknowledgement of Amendments	37
Attachment H Secretary of State Acknowledgement.....	38
Attachment I Conflict of Interest	39

**MISSISSIPPI DEPARTMENT OF REVENUE,
ALCOHOLIC BEVERAGE CONTROL DISTRIBUTION CENTER
1286 GLUCKSTADT ROAD
MADISON COUNTY, MISSISSIPPI**

RIBBONS AND LABELS

1.0 Scope of Services:

The Department of Revenue (referred to as “DOR” or “Department”) is hereby requesting bids to provide ribbons and labels for the shipment of alcoholic beverages for the Alcoholic Beverage Control Distribution Center (“Department” “State” “ABC”) located at 1286 Gluckstadt Road, Madison County, Mississippi.

It is the responsibility of the prospective bidder to review all information contained within this Invitation for Bid and any accompanying amendments. Notifications must be sent to the Department of Revenue if a vendor believes the information contained in the Invitation is devised in such a manner that would restrict competition.

2.0 Characteristics of Work:

The contractor shall be tasked with providing ribbons and labels. ABC typically orders 333,333 labels and 105 ribbons per order.

3.0 General Terms of Contract:

The term of the contract shall be for the period of twelve (12) months to begin August 1, 2020 through July 31, 2021. The contract will have an option to renew under the same price terms and conditions as in the original contract. The total number of renewals are not to exceed two (2).

3.1 Delivery

Delivery is to be monthly and upon order by the Division. The delivery should be made to the following location:

Alcoholic Beverage Control Division
1286 Gluckstadt Road
Madison, MS 39110

Delivery is to be FOB Destination Point to the Alcoholic Beverage Control Distribution Center. Bid price is to include delivery charges.

4.0 Procurement Time Line

It is our intent to follow the schedule below in the execution of this Invitation for Bid; however, DOR reserves the right to amend and/or change the below schedule of events, as it deems necessary.

A. Invitation for Bid Issue Date:	01/15/2020; 9:00 am CST
B. First Publication:	01/15/2020
C. Second Publication:	01/22/2020
D. Deadline for Submission of Questions:	01/29/2020; 5:00 pm CST
E. Last Day Answers Posted to Website:	02/05/2020; 5:00 pm CST
F. Bid Packet Submission Deadline:	02/14/2020; 12:00 pm CST
G. Bid Opening:	02/14/2020; 2:00 pm CST
H. Evaluations:	02/14/2020
I. Award Notification:	02/18/2020
J. Debriefing Request Date:	02/21/2020
K. Protest Deadline:	02/25/2020; 12:00 pm CST
L. Submission to PPRB Deadline:	03/04/2020
M. PPRB Meeting Date:	04/01/2020
N. Projected Start Date:	08/01/2020

5.0 Eligibility Requirements:

5.1 Qualifications of Bidder:

The bidder may be required before the award of any contract to show to the complete satisfaction of DOR that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The bidder shall be required to give past history and references in order to satisfy DOR in regard to the bidder's qualifications. DOR may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall

furnish to DOR all information for this purpose that may be requested. DOR reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy DOR that the bidder properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of bidder's qualifications shall include:

- (1) The ability, capacity, skill and financial resources to perform the work or provide the service required.
- (2) The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
- (3) The character, integrity, reputation, experience and efficiency of the bidder.
- (4) The quality of performance on previous contracts or services.
- (5) The bidder must have a minimum score of twelve (12) to be found responsive.

5.2 References:

As part of its bid, each bidder, must furnish contact information of at least four (4) current references. The reference information should include the contact person, address and phone number for each contract with their largest clients of similar size and scope of services, as specified in this IFB. "Largest client" is determined by the revenue paid by the client to the bidder over the past two year period. Failure to list a qualifying client may result in rejection of prospective bidder's bid. DOR will contact these clients as references to evaluate the quality of the bidder's past work and management capabilities. Reference information must be provided as part of the packet submitted for consideration.

References must report the vendor to be of good reputation in providing applicable services. Although DOR requires the provision of a minimum of four (4) reference, the bidder may submit as many references as desired. References will be contacted in order listed until a minimum of two (2) references have been interviewed. Bidders are encouraged to submit additional references to ensure that at least two references are available for interview. It is the responsibility of the bidder to verify before submitting their bid that contact information is correct and current for each reference. DOR will not seek to correct erroneous contact information or track down references.

DOR staff must be able to contact two (2) references for a bid to be found responsive. In addition, the bidder must have a minimum score of six (6) on the Reference Score Sheet in **Attachment E and F** from the reference interviews by DOR with two (2) references, for a total minimum score of twelve (12).

5.3 Business Longevity:

Each bidder must have been in business a minimum of five (5) years prior to submission of its bid. Please indicate the length of time you been in business providing professional services as specified in this IFB. Business longevity information must be provided on **Attachment A**, as part of the bid package submitted for consideration.

5.4 Registration with Mississippi Secretary of State:

By submitting a bid, the bidder certifies it is registered to do business with the State of Mississippi through the Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by DOR that it has been awarded the contract.

6.0 Procurement Methodology

6.1 Approach

It is understood that all bids are submitted on the basis of complying with the provisions, terms and specifications set herein, provided that you can do so under the various government rulings and directives now in effect or which may be issued during the period of the contract. DOR reserves the right to waive minor technicalities on bid forms and specifications that can be waived or corrected without prejudice or other bidders when it is in the best interest of DOR. DOR reserves the right to reject any and all bids, to waive any minor informalities in the bids, and, unless otherwise specified by the bidders, to accept any items on the bid.

The bidder understands that the Department of Revenue is an equal opportunity employer and maintains a policy that prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability or any other consideration. The bidder will strictly adhere to this policy in its employment practices and provision of services.

6.2 Rules of Procurement

All bids shall be binding for a minimum of forty-five (45) days after opening.

6.3 Procedures for Answering Questions

A. All questions concerning this Invitation for Bid or the bid process must be submitted by 5:00 p.m., on 1/29/2020 to:

BidQuestions@dor.ms.gov

- B. Questions and requests for clarification must be submitted via email during normal business hours by the deadline reflected in Section 4.0, Procurement Time Line. Questions received after this time will not be considered.
- C. All questions and answers shall be treated as amendments to the IFB. See section 6.7 below. Therefore, all questions received by DOR in a timely manner will be answered and issued in the form of amendments to each vendor that received the IFB. Additionally, the questions and answers will be published on the DOR website (www.dor.ms.gov) in a manner that all bidders will be able to see that any correspondence or communications are properly received.
- D. It shall be incumbent upon all bidders to understand the provisions of the scope of services and to obtain clarification by the time reflected in Section 4.0, Procurement Time Line. Bidders are responsible for following up to see that any correspondence or communications are properly received.
- E. DOR will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by:

Erica Greenwood, SR Contract Analyst
Email: erica.greenwood@dor.ms.gov

6.4 Bid Modification or Withdrawal

No bids shall be modified after the specified time for the opening. If a bid is withdrawn after opening, the bidder will be removed from the list of eligible for a period of six (6) months. A bidder may withdraw a bid prior to the time set for the opening by simply making a request in writing to DOR; no explanation is required. No partial withdrawals are permitted; only complete withdrawals are permitted.

6.5 Late Submission

No late bids, modifications or withdrawals will be considered unless receipt would have been timely but for the action or inaction of MDOR personnel directly involved with the procurement activity. Late bids or responses shall remain sealed and be maintained as part of the procurement file.

6.6 Negotiation Rights

Discussions may be conducted with bidders who submit bids determined to be reasonably susceptible of being selected for award, but bids may be accepted without such discussions.

6.7 Amendments to IFB

Amendments to the IFB will be identified as such. Amendments will reference the portions of the IFB that it amends. Amendments will be sent to all prospective bidders that received an IFB. Each vendor shall acknowledge receipt of amendments by completing and signing the Acknowledgement of Amendments form included in **Attachment G** hereto. The Bid Coordinator of DOR will post the Amendment by number on DOR website www.dor.ms.dov in a manner all bids will be able to view. Respondents shall rely only on communication from the Bid Coordinator of DOR in submitting bids and obtaining amendments. The DOR's Purchasing Division shall not be bound by any oral communications; bidders who rely upon any oral communications regarding the bid do so at their own risk.

Additionally, each bidder shall complete **Attachment G**, Acknowledgements of Amendments, and include it as part of its bid packet.

6.8 Opening Procedures

Bid openings shall be conducted open to the public. However, they will serve only to open bids. No discussion will be entered into with any vendor/bidder as to quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. Although all bidders are invited and encouraged to attend the bid-opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by the bidders. Questions will **not** be answered as a result of telephone inquiries.

6.9 Competitive Negotiation

The bid method to be used is that of competitive negotiations from which DOR is seeking the best combination of price, experience and quality of service. Discussions may be conducted with bidders who submit bids determined to be reasonably susceptible of being selected for award. Likewise, DOR also reserves the right to accept any bid as submitted for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to bid their most favorable terms initially.

6.10 Bid Evaluation

Contracts and purchases will be made or entered into with the lowest, responsible and responsive bidder meeting specifications. Factors to be considered in determining the lowest, responsible bidder include:

1. The ability, capacity, skill and financial resources to perform the work or provide the service required.
2. The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
4. The quality of performance of previous contracts or services.
5. Price

6.11 Award Notice

The awards, if made, will be by the Department of Revenue within forty-five (45) days after the bid opening. After DOR makes the awards, official notification will be sent to all participating vendors along with accompanying analysis describing why the contract was awarded to the particular vendor. Notice will be published on the Department of Revenue's website and the Mississippi Contract/Procurement Opportunity Search Portal website summarizing the award of the contract. DOR will not respond to telephone calls requesting the information. All awards shall be subject to final approval by the Public Procurement Review Board (PPRB).

6.12 Incurring Costs

Actions taken by or expenses incurred by the bidders in responding to this IFB, before the receipt of the official notification of award or in anticipation of a contract will be at the bidder's own risk, and DOR will not assume any liability for any such actions.

6.13 Right to Protest

Any actual or prospective proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Commissioner of the Mississippi Department of Revenue. The protest shall be submitted in writing seven (7) days after notification is received. The written protest letter shall contain an explanation of the basis of the protest. A protest is considered submitted when received by the Bid Coordinator or Commissioner of the Mississippi Department of Revenue. To expedite the handling of the protest, the envelope should be labeled "PROTEST." A protest filed after normal business hours on the seventh day will not be considered.

6.14 Post-Award Vendor Debriefing

A respondent, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Bid Coordinator of DOR within three (3) business days of notification of the contract awards. A Post-Award Debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a respondent prefers to have legal representation present, the respondent must notify the Bid Coordinator of the MDOR in writing and identify it attorney by name, address and telephone number.

For additional information regarding a Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Debriefing, of the *Public Procurement Review Board Office of Personal Service Contract Review's Rules and Regulations*.

6.15 Bid Ownership

All bids become MDOR property. Bids will be made available for inspection only after award of the contract. For this reason, proprietary material should be clearly labeled as such. The classification of an entire bid as proprietary or trade secret is not acceptable and may result in rejection of the bid. Request to review proprietary information will be handled in accordance with state law and applicable procedures. All disclosures of bid information to interested parties will be made in compliance with MDOR policies and procedures established in accordance with Mississippi Public Records Act of 1983 defined in Section 26-61-1 et seq., of the Mississippi Code and exceptions found in Section 25-61-9 and 79-23-1.

6.16 Partial Bid Prohibited

Bids submitted must be all or none. Bids will not be accepted for any part of the total.

6.17 Exceptions and Deviations

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form and shall fully describe said exception. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bidders, unless specifically allowed, shall be subject to rejection in whole or in part.

6.18 Compensation for Services

Compensation for services will be in the form of a fixed price agreement.

6.19 Conflict of Interest

All bids must be accompanied by a statement disclosing (1) any involvement, financial or otherwise, that an employee, officer, or agent of MDOR may have in the proposing organization, and (2) any involvement, financial or otherwise, that any employee, officer of any other governmental agency may have in the proposing organization. Disclosure statement form included in **Attachment I**.

6.20 Contract

Awards will not be final until MDOR and the bidder have negotiated and executed a written contractual agreement and this agreement is approved by the Public Procurement Review Board.

If a contract is awarded, the selected bidder will be required to comply with the terms and conditions, in Appendix A, that will be a part of the contract. The resulting contracts shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review's Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://DFA.ms.gov>.

6.21 Office Closure Statement

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

7.0 Submission Procedures

7.1 Procedures for Submitting Bid

- A.** Bids must be written and formatted based on the forms furnished by DOR, or they may not be considered. Letters will not be considered a part of your bid. Facsimile transmissions will not be accepted. Failure to submit a bid in the manner specified will be considered cause for rejection of bid.
- B.** Bids should be typed and single-sided; not handwritten. Failure to submit a bid in the manner specified will be considered cause for rejection of the bid. The bid shall be signed by a company official with authorization to bind contractor to its provisions and submitted in a sealed envelope or package to 500 Clinton Center Dr. Clinton, MS 39056 no later than DATE at Time.
- C.** Unless submitted in the Mississippi Accountability System Government Information and Collaboration (MAGIC) system, a packet must be delivered by the time indicated for submission in Section 4.0 of the Procurement Time Line. It must be labeled as noted in (E.) below. If submitted in MAGIC, documents must be signed and scanned in as an attachment.

- D. MDOR reserves the right to decide, on a case-by-case basis, whether to reject with exceptions, modifications or additions within the parameters set by this IFB, including specifications, as nonresponsive.
- E. Sealed bids should be hand delivered (strongly encouraged) or mailed and labeled as follows:

Mississippi Department of Revenue
Attention: Erica Greenwood
Bid # **3160003396**
500 Clinton Center Dr.
Clinton, MS 39056
SEALED BID – DO NOT OPEN

- F. The parties submitting bids are responsible for ensuring they are delivered by the required time assuming all risk of delivery. MDOR will not be responsible for mail delays or lost mail. Delays due to system down time or weather will be reviewed on a case by case basis and the bidder should notify MDOR Bid Coordinator of such occurrences. Bids and modifications or corrections thereof received after the closing time specified will not be considered. Any bids or responses received subsequent to the specified closing date and time shall remain sealed and be maintained as part of the procurement file.

7.2 Submission Format

The Bid package must be sealed and must contain the following Attachments (located in Appendix B):

- A. Attachment A – Bid Cover Sheet
- B. Attachment B – Certification to Sign on Behalf of the Company
- C. Attachment C – Bid Form # 1 – **Ribbons and Labels**
- D. Attachment D - References
- E. Attachment E – Reference Score Sheet # 1 – *Return with packet unsigned*
- F. Attachment F – Reference Score Sheet # 2 – *Return with packet unsigned*
- G. Attachment G – Acknowledgement of Amendments
- H. Attachment H – Secretary of State Acknowledgement
- I. Attachment I – Conflict of Interest Disclosure Statement

Appendix A

Specifications for Ribbons and Labels

Labels

- Quantity 4,000,000 (333,333 per month) estimate
- Size 4" x 3"
- Thermal transfer label
- Fan folded 3 labels per fold
- Horizontal perforation between each label
- Premium face sheet
- To be used on SATO model #CL 412E-2 barcode printer

Ink Ribbons

- Quantity 1,260 (105 per month) estimate
- Size – 110mm x 410mm TR4085
- Black Ink
- Premium Wax
- Resin enhanced ribbon
- To be used on SATO model #CL 412E-2 barcode printer

Packaging

- Labels should be packed in cartons of at least 8,000 (Two Packs of 4,000 each)
- Each pack of labels should be individually bagged in plastic before placement in cartons
- Each pack of labels should be dust free
- Ribbons should be packed 24 ribbons per carton

Delivery

- Delivery is FOB destination point to the following address:

Alcoholic Beverage Control Distribution Center
1286 Gluckstadt Rd
Madison, MS 39110

Samples

- Winning vendor to provide the following for test purposes on ABC equipment

100 labels
One (1) ribbon

Appendix B

Terms and Conditions

Anti-Assignment/Subcontracting

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

Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

Approval Clause

It is understood that this contract requires approval by the Public Procurement Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.

Attorney's Fees and Expenses

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

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.

Availability of Funds

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

Certification of Independent Price Determination

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Change in Scope of Work

The Department may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Department and the Contractor.

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the Department in writing of this belief. If the Department believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

Compliance with Laws

Contractor understands that the Department of Revenue is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Confidential Information

“Confidential Information” shall mean: (a) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and, (b) all data and information which the Contractor acquires as a result of its contact with and efforts on behalf

of the customer and any other information designated in writing as confidential by the State. Each party to this agreement agrees to the following:

- (1) to protect all confidential information provided by one party to the other;
- (2) to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or federal law; and
- (3) except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and
- (4) to do so by using those methods and procedures normally used to protect the party's own confidential information.

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

Contractor Personnel

The Department shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or Subcontractors assigned to the work by the Contractor. If the Department reasonably rejects staff or Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to the Department in a timely manner and at no additional cost to the Department. The day-to-day supervision and control of the Contractor's employees or Subcontractors is the sole responsibility of the Contractor.

Debarment and Suspension

Contractor certifies to the best of its knowledge and belief, that it:

- (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- (2) has not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under public transaction;
- (3) has not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- (5) has not, within a three-year period preceding this bid, had one (1) or more public transactions (federal, state or local) terminated for cause or default.

Disclosure of Confidential Information

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

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 Section § 37-7-301 *et seq.*

E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated. §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (3) both. In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

Failure to Deliver

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the DOR, after due oral or written notice, may procure the services from other sources

and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the DOR may have.

Failure to Enforce

Failure by the Department at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Department to enforce any provision at any time in accordance with its terms.

Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its Subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify the Department immediately in writing of the cause of its inability to perform; how it affects its performance; and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the Department determines it to be in its best interest to terminate the agreement.

Independent Contractor Status

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

Integrated Agreement/Merger

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by the Department and the Contractor. The Contractor

acknowledges that it has thoroughly read all Contract Documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the Department or the Contractor on the basis of draftsmanship or preparation hereof.

Notices

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

For Contractor: Name, Title, Contractor, and Address

For the Agency:

Mississippi Department of Revenue

Herb Frierson, Commissioner

P O Box 22828

Jackson MS 39225

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the DOR and agreed to by Contractor.

Ownership of Documents and Work Papers

The Department shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the contractor's internal administrative and quality assurance files and internal Project correspondence. The Contractor shall deliver such documents and work papers to the Department upon termination or completion of the Agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from the Department and subject to any copyright protections.

Paymode Clause

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.

Price Adjustment Clause

I. Price Adjustment Methods. Any adjustments to price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

- a. by agreement on fixed price adjustment before the commencement of the additional performance;
- b. by unit prices specified in the contract;
- c. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
- d. by the price escalation clause.

II. Submission of Cost of Pricing Data. The Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

Procurement Regulations

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.

Prospective Contractor's Representation Regarding Contingent Fees

The prospective Contractor represents as a part of such Contractor's bid that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Record Retention and Access to Records

Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the Department or any duly authorized representatives, shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the Project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this Agreement shall be retained by the Contractor for three (3) years after final payment is made under this Agreement and all pending matters are closed. However, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

Recovery of Money

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the Department, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the Department. The rights of the Department are in addition and without prejudice to any other right

the Department may have to claim the amount of any loss or damage suffered by the Department on account of the acts or omissions of the Contractor.

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.

Representation Regarding Gratuities

Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

Severability

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision and to this end, and the provisions hereof are severable. In such event, the parties shall amend the Agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

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 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.

Termination for Bankruptcy

This contract may be terminated in whole or in part by MDOR upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefits of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

Termination for Convenience Clause

1. *Termination.* The Department may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Department shall be given written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

2. *Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Department may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default Clause

1. *Default.* If the 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 otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Department may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Department, the Chairman of the Department may terminate the 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 Department may procure similar supplies or services in a manner and upon terms deemed appropriate by the Department. The 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 Department, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the Department 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 procurement officer deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

4. *Excuse of Nonperformance or Delayed Performance.* Except with respect to defaults of contractors, the 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 the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Department 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, the 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 the Contractor to meet the contract requirements. Upon request of the Contractor, the Department 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, the 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 Department under the clause entitled Termination for Convenience.

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 State, 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.

Third Party Action Notification

Contractor shall give the Department prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

Trade Secrets, Commercial and Financial Information

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

Transparency Clause

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. Miss. Code Ann. §§ 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.

Unsatisfactory Work

If, at any time during the contract term, the service performed or work done by the Contractor is considered by the Department to create a condition that threatens the health, safety, or welfare, the Contractor shall, on being notified by the Department, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Department shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

Waiver

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power of remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

Appendix C
Proposal Package
Ribbons and Labels

Be sure to answer and complete each question as requested. All responses must follow the instructions provided. This requirement is a precondition to scoring.

Attachment A

Bid Cover Sheet

The Department of Revenue (referred to as “DOR” or “Department”) is hereby requesting bids to provide ribbons and labels for the shipment of alcoholic beverages for the Alcoholic Beverage Control Distribution Center (“Department” “State” “ABC”) located at 1286 Gluckstadt Road, Madison County, Mississippi.

Bids are to be submitted as listed below, on or before 12:00 p.m. CST on February 14, 2020.

PLEASE MARK YOUR ENVELOPE:

Mississippi Department of Revenue
Attention: Erica Greenwood
Bid #: **3160003396**
500 Clinton Center Drive
Clinton, MS 39056
SEALED BID – DO NOT OPEN

NAME OF COMPANY _____

QUOTED BY _____

SIGNATURE _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE _____

FAX NUMBER _____

EMAIL ADDRESS _____

***NAME AND PHONE NUMBER OF COMPANY REPRESENTATIVE TO BE CONTACTED
BY AGENCY SEEKING TO CONTRACT FOR SERVICES PURSUANT TO THIS IFB***

Name: _____ Phone Number: _____

FEIN # (if company, corporation or partnership): _____

SS # (if individual): _____

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? _____

How many qualified employees do you employ? _____

Attachment B

Certification

By signing below, the company representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the terms and conditions in Appendix A, instructions and specifications for the Invitation for Bid and Attachments.
2. The company meets all requirements and acknowledges all certifications contained in the IFB and Attachments.
3. The company agrees to all provisions of the IFB and Attachments.
4. The company will perform the services required at the prices quoted on the bid form.
5. The company represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except as disclosed in the contractor's bid.

[Please execute and return with Invitation Materials.]

Company: _____ Signature _____

Date: _____ Title: _____

Printed Name: _____

Attachment C

Bid Form for Ribbons and Labels

Bid Number: **3160003396**

Gentlemen:

Pursuant to the advertisement for bid to be received, I/We _____

_____ located at _____

_____ do submit or bid. This bid is made without collusion on the part of any person, firm or corporation.

Item	Quantity	Monthly Price	Yearly Price
Labels (per month)	333,333		
Ribbons (per month)	105		

Exceptions and/or Deviations? Yes _____ No _____

BID #:

.....

Company: _____

Signature: _____

Address: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

E-mail Address: _____

Attachment D

References

REFERENCE # 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE # 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE # 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell number: _____

E-mail: _____

REFERENCE # 4

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Attachment E

Ribbons and Labels

Procurement Reference Score Sheet # 1 (Return with packet unsigned)

TO BE COMPLETED BY MDOR STAFF ONLY

Company Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide services (ribbons and labels) when you called?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling services?	Yes	No
Were the services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Offeror must have a minimum of 6 “yes” answers on the questions above from two references (total of 12 “yes” answers) to be considered responsive and for its bid to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest in the vendor’s organization? If yes, please explain.	Yes	No
---	-----	----

A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes: _____

Called by: _____
Signature Title Date

Attachment F

Ribbons and Labels

Procurement Reference Score Sheet # 2 (Return with packet unsigned)

TO BE COMPLETED BY MDOR STAFF ONLY

Company Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide services (ribbons and labels) when you called?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling services?	Yes	No
Were the services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Offeror must have a minimum of 6 “yes” answers on the questions above from two references (total of 12 “yes” answers) to be considered responsive and for its bid to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest in the vendor’s organization? If yes, please explain.	Yes	No
---	-----	----

A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as response to previous questions become null and void.

Notes: _____

_____.

Called by: _____
Signature Title Date

Attachment G
Acknowledgement of Amendments

Please sign and print as the statement.

I acknowledge receipt of all amendments associated with **Bid #**_____.

They are as follows:

1. _____

2. _____

3. _____

Printed Name

Company Name

Signature

There were no amendments associated with **Bid #**_____.

Printed Name

Company Name

Signature

Attachment H
Secretary of State Acknowledgement

_____, acknowledgement that we
(Vendor Name)

_____ are registered with the Secretary of State's Office.

(Attach proof)

_____ are not registered with the Secretary of State's Office.

We, _____
(Vendor Name)

_____ will register before the start of the contract and provide proof.

_____ will not register.

Signature

Date

Printed Name

Attachment I
Conflict of Interest
Disclosure Statement

Conflict of Interest – Involvement, financial or otherwise, that an employee, officer, or agent of MDOR may have in the bidding organization; and any involvement, financial or otherwise, that any employee, officer of any other governmental agency may have in the bidding organization.

_____, acknowledges that we
(Vendor Name)

_____ do not have a conflicting interest to report.

_____ do have a conflicting interest (please disclose below).

Describe the Nature of the Conflicting Interest:

Signature

Date

Printed Name