



INVITATION FOR BID

IFB Number: 3160002866
To Provide: Temporary Staffing
Issue Date: 4/4/2019

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 May 7, 2019, 12:00 p.m. (CST)

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MISSISSIPPI DEPARTMENT OF REVENUE INVITATION FOR BID TEMPORARY STAFFING

1.0 Purpose

The Department of Revenue (referred to as “DOR” or “Department”) propose to contract with a qualified agency to procure temporary staffing for our Clinton office and the Alcohol Beverage Control Distribution Center located in Gluckstadt, Mississippi. Over the past years we have contracted for 60 – 150 people with varying skills, responsibilities, lengths of work assignments and rates of pay. The work assignments have included, but are not limited to, general office, data entry, data control, mail clerk, batching, scanning and warehouse labor.

We are tasked with promptly and efficiently providing services to the taxpayers of this state. DOR is now soliciting bids from qualified temporary staffing agencies to fulfill our staffing needs. All bids submitted in response to this solicitation must conform to the requirements and specifications outlined within this document and any applicable amendments.

2.0 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:	04/04/2019; 9:00 am CST
B. First Publication:	04/04/2019
C. Second Publication:	04/11/2019
D. Deadline for Submission of Questions:	04/18/2019; 5:00 pm CST
E. Bid Packet Submission Deadline:	05/07/2019; 12:00 pm CST
F. Bid Opening:	05/07/2019; 2:00 pm CST
G. Award Notification:	05/10/2019
H. Debriefing Request Date:	05/15/2019
I. Protest Deadline:	05/17/2019; 10:00 am CST

J. Projected Start Date:

08/01/2019

3.0 General Terms of Contract

The term of the contract shall be for one (1) year and will commence on July 1, 2019, and end on June 30, 2020. At the discretion of the Department of Revenue, the duration may be extended for a period of three (3) successive one-year periods under the same price, terms and conditions as the original contract upon written notice to the contractor at least ten (10) days prior to the anniversary date. The total number of renewals shall not exceed three (3).

4.0 Eligibility Requirements

4.1 Qualification of Bidders

The bidder may be required before the award of any contract to show to the complete satisfaction of the 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 a history and references in order to satisfy the DOR in regard to the bidder's qualifications. The 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 the DOR all information for this purpose that may be requested. The DOR reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the DOR that the bidder properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include (but are not limited to):

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.

4.2 References

As part of its bid, each bidder may furnish a list of governmental entity client(s) for whom it has performed similar work within the last four (4) years. DOR will contact these clients

as references to evaluate the quality of the bidder's past work and management capabilities. Reference information may be provided as part of the bid package submitted for consideration.

References must report the vendor to be of good reputation in providing applicable services.

4.3 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 have been in business providing professional services as specified in this IFB. Business longevity information must be provided as part of the bid package submitted for consideration.

4.4 Insurance

Prior to the start of the contract period the temporary staffing provider must provide the DOR Bid Coordinator certificates from its insurer(s) certifying they have appropriate and comprehensive insurance covering incident(s) and/or damages arising from the provider's provision of services arising from this contract. Additionally, DOR shall be named as an additional insured on such required coverage. Such insurance must include the following:

- A. No less than \$1,000,000.00 per occurrence Comprehensive General Liability. The DOR shall be named as an additional insured on the policy.
- B. The provider shall maintain in effect throughout the contract period workers' compensation insurance sufficient to meet or exceed the statutory minimum requirements of the State of Mississippi covering all persons performing work under this contract. The provider shall be prepared to provide evidence of required workers' compensation insurance upon request by DOR at any time during the contract period.

All required insurance will be endorsed to provide DOR with 30 days advance notice of cancellation or material change. Each provider must include an insurance certificate showing this coverage with its bid material or provide proof from its insurance provider that such coverage will be available if the provider is awarded the contract. The insurance company must be authorized to do business in Mississippi. The successful bidder must submit proof of insurance within fifteen (15) days after award of the executed contract.

4.5 Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business with the Mississippi 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.

4.6 Debarment

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

5.0 Procurement Methodology

5.1 Approach

It is understood that all bids are submitted on the basis of complying with the provisions, terms and specifications set out 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. The Department reserves the right to waive minor technicalities on bid forms and specifications that can be waived or corrected without prejudice to other bidders when it is in the best interest of the Department of Revenue. The Department reserves the right to reject any and all bids, to waive any minor informality 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.

5.2 Rules of Procurement

All formal bids shall be binding for a minimum of forty-five (45) days after opening. If a bid is withdrawn after opening, the vendor will be removed from the list of eligible bidders for a period of six (6) months.

5.3 Procedure for Answering Questions

- A. All questions concerning this Invitation for Bid or the bid process must be submitted by email 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 2.0, Procurement Time Line.

- C. All questions and answers will be published on the Mississippi Department of Revenue website (www.dor.ms.gov) under the Procurement Tab in a manner that all bidders will be able to view by the date and time reflected in Section 2.0.
- D. The DOR will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person.

5.4 Bid Amendment of Withdrawal

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

5.5 Amendments to the Invitation for Bid

The Administrative Services Division of the Department of Revenue will prepare a written response to all inquiries and post this information on the Department of Revenue website www.dor.ms.gov in a manner all bidders will be able to view. Respondents shall rely only on this bid and any communication from the Administrative Services Division of the Department of Revenue in submitting bids. The Department of Revenue'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 Form E, Acknowledgement of Amendments, and include this form as part of its bid packet.

5.6 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 the 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.

5.7 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:

- Price
- Conformity
- Responsibility of Bidder
- Bidder's ability to deliver as per specifications
- Reference response, if any

5.8 Award Notice

The award, if made, will be by the Department of Revenue within forty-five (45) days after the bid. After the Department of Revenue makes the award, official notification will be sent to all participating vendors. This information will be released in written form. 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. The Department of Revenue will not respond to telephone calls requesting the information. Actions taken by a bidder before the receipt of the official notification will be at the bidder's own risk, and the Department of Revenue will not be responsible for such actions. All awards shall be subject to approval by Public Procurement Review Board (PPRB).

5.9 Right to Protest

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Bid Coordinator or the Commissioner of the Mississippi Department of Revenue. The protest shall be submitted in writing within seven (7) calendar 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 handling the protest, the envelope should be labeled "Protest". Protest filed after normal business hours on the seventh day will not be considered.

5.10 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 the MDOR within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If a respondent prefers to have legal representation present, the respondent must notify the Bid Coordinator of the MDOR in writing and identify its attorney by name, address and telephone number.

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

5.11 Partial Bids Prohibited

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

5.12 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.

5.13 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 publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all bidders, upon submission of a bid proposal, 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.

6.0 Submission Procedures

6.1 Forms to be Utilized and Submitted

Bids must be submitted on the forms furnished by DOR, or they will not be considered. Letters will not be considered a part of your bid. Facsimile transmissions will not be accepted.

6.2 Procedures for Submitting Bid

- A. Each bid packet must be sealed in an envelope with the mailing label attached in the lower left hand corner of the envelope.

- B.** Bids not properly marked in the lower left hand corner and opened by mail personnel prior to the bid opening will be rejected and returned to the bidder.
- C.** The original bid packet shall be signed and submitted in a sealed envelope or package to 500 Clinton Center Dr. Clinton, MS 39056 no later than the time indicated in section 2.0 Procurement Time Line.
- D.** Failure to submit a bid on the Bid Form provided will be considered cause for rejection of bid. You may attach other sheets if the space provided is inadequate.
- E.** The Department of Revenue reserves the right to decide, on a case-by-case basis, whether to reject a bid with exceptions, modifications or additions outside the parameters set by this IFB, including specifications, as nonresponsive.
- F.** Sealed bids should be mailed or hand delivered and labeled as follows:

Mississippi Department of Revenue
Attention: Bid Coordinator
Bid # **3160002866**
500 Clinton Center Dr.
Clinton MS 39056
SEALED BID – DO NOT OPEN

OR

Mississippi Department of Revenue
Attention: Bid Coordinator
Bid # **3160002866**
P O Box 22828
Jackson, MS 39225
SEALED BID – DO NOT OPEN

6.3 Submission Format

The bid package must be sealed and must contain the following:

- A.** Bid Cover Sheet
- B.** Certification to sign on behalf of the company
- C.** Bid Form

D. References and Business Longevity Statement – each bidder may furnish a listing of governmental entity client(s) for whom it has performed similar work within the last four (4) years along with the contact person, address and phone number for each. These references must be familiar with the bidders' abilities in the areas involved in this IFB. The DOR will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. DOR will not seek to correct erroneous contact information or track down references. Bidders should verify before submitting their bid that contact information is current for each reference.

E. Acknowledgement of Amendments

F. Secretary of State Acknowledgement

6.4 Late Submission

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by the Department of Revenue that the late receipt was due solely to mishandling by the Department of Revenue after receipt at the specified address.

The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper.

The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

7.0 DOR Responsibilities

- Provide specific information about required education, skills and hourly rate of pay.
- Provide information on the projected length of the work assignment.
- Provide daily supervision of Temporary Staffing Provider's employee.

- Provide a copy of all policies and procedures by which the employee is to abide by.
- Provide timely payment for services rendered.

8.0 Temporary Staffing Provider Responsibilities

- Provide qualified and competent staffing within *two weeks* of the DOR's order.
- Provide qualified and competent replacement staffing within *two work days* of the DOR's request.
- Administer appropriate skills tests with results provided to the DOR.
- Perform a criminal investigation on every individual *before* placement with the DOR. Written confirmation/results of such check *shall* be provided to the DOR prior to staff placement.
- Perform a substance abuse test on every individual *before* placement with the DOR. No individual with a positive result *shall* be provided to DOR. Confirmation of negative results *shall* be provided to the DOR prior to staff placement.
- Perform employment reference checks to validate application information.
- Provide to the DOR a copy of the signed DOR policy statements on which the individual certifies he/she is in compliance with all tax, tag and title laws and understands the confidential nature of DOR information.
- Provide to the DOR a copy of the individual's application for employment.
- Maintain accurate quality control records including the disposition of all complaints and allow inspection of said record when requested by the DOR.
- Allow for movement of an individual from contractual status to a DOR position after 6 weeks of employment with Temporary Staffing Provider with no fee to the DOR.
- Handle disciplinary matters promptly.
- Provide itemized invoices weekly to the DOR.
- Allow for faxing or electronic submission of authorized time records from individuals and/or the individual's supervisor for payroll purposes.

- Provide direct deposit and/or mailing of checks directly to contractual staff.

9.0 Characteristics of Work

There are several essential functions where a temporary employee may be utilized. There are warehouse duties as well as clerical duties. Some of the clerical duties include, but are not limited to, reviewing information for correctness, answering the telephone, assisting an administrative superior or various clerical or administrative functions. Warehouse clerks handle stock in the warehouse. Responsibilities include receiving, storing, sorting, stocking and shipping various items. Additional duties involve unloading carriers, maintaining records, and labeling items for shipment and storage in accordance with established operating procedures.

10.0 Physical Requirements

Heavy Work: May frequently exert force equivalent to lifting up to 50 pounds and may occasionally exert force equivalent to lifting up to approximately 75 pounds.

Light Work: May frequently walk or stand and/or frequently exert force equivalent to lifting up to approximately 10 pounds.

Operate Equipment: A temporary employee must be willing to learn to operate a Stock Picker in a safe manner and be able to work above ground level.

Communication Skills: Ability to give and receive information through speaking and listening skills. Receives, attends to, interprets and responds to verbal messages and expresses information to individuals or groups effectively

Vision: Requires the ability to be able to read and the ability to perceive the nature of objects by the eye.

Motor Coordination: While performing the duties of the job, the temporary employee is regularly required to stand, use hands to fingers, handle or feel objects or tools, and reach with hands and arms. The temporary employee is frequently required to walk, stoop, kneel, crouch or bend and pick up product.

Work Ethic: Is productive, diligent, conscientious, timely and loyal. Conscientiously abides by the rules, regulations and procedures governing work.

Storage Maintenance: Handles stock in the warehouse. Receives, sorts and stores a variety of different items and equipment to place items in the proper location. Stock the pick locations with the proper product and select the correct product when filling customer's orders.

Integrity and Honesty: Demonstrates a sense of responsibility and commitment to the public trust through statements and actions.

Stress Tolerance: Deals calmly and effectively with high stress situations (for example, tight deadlines, hostile individuals, emergency situations, dangerous situations)

Personal Hygiene: Present themselves as well groomed and properly dressed to work.

Appendix A

Terms and Conditions

Acknowledgement of Amendments

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the Department of Revenue by the time and at the place specified for receipt of bids.

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

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.

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 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

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.

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

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

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, 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 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 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 Convenience Clause

I. 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.

II. 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

I. 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.

II. 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.

I. Compensation. Payment for completed services delivered and accepted by the Department shall be at the contract price. The Department may withhold from amounts due the Contractor such sums as the Department deems to be necessary to protect the Department against loss because of outstanding liens or claims of former lien holders and to reimburse the Department for the excess costs incurred in procuring similar goods and services.

II. Excuse of Nonperformance or Delayed Performance. Except with respect to defaults of Subcontractors, 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.

V. *Erroneous Termination for Default.* If, after notice of termination of the 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 Excuse for Nonperformance of 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 Department, be the same as if the notice of termination had been issued pursuant to such clause.

VI. *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.

Termination Upon 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.

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

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 B

MISSISSIPPI DEPARTMENT OF REVENUE (DOR)

Compliance With Tax, Tag and Title Laws Policy Statement Amended July 2010

PURPOSE

We want to be good citizens and comply with all federal and state laws, and it is absolutely essential that we keep the public's trust by obeying the same laws that we enforce against others. As a state agency tasked with the mission of collecting tax revenue for the State of Mississippi, any noted instances of noncompliance by DOR employees erodes public trust and confidence in the work that we do. The DOR could be found negligent in its duties to the public to continue the employment of a person who fails to comply with the laws that are administered by the DOR.

GENERAL

All employees are on notice that timely compliance with all tag, title and tax laws is expected by this agency, and that we will take disciplinary action against anyone who knowingly disobeys the laws the DOR administers.

RESPONSIBILITY

Furthermore, the failure to comply with all tag, title, and tax laws, both federal and state, will be considered a scheduled Group Three Offense for DOR employees. As such, the failure to comply with this policy may result in disciplinary action authorized by the State Personnel Board for the commission of a Group Three offense, which includes the risk of termination of employment.

Signature

Date

Printed Name

Attachment A Bid Cover Sheet

The Department of Revenue is seeking to establish a contract to provide temporary staffing for our Clinton office and the Alcohol Beverage Control Distribution Center located in Gluckstadt, Mississippi.

Bids are to be submitted as listed below, on or before 12:00 p.m. CST on May 7, 2019.

PLEASE MARK YOUR ENVELOPE:

**Mississippi Department of Revenue
Attention: Bid Coordinator
BID #: 3160002866
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, instructions and specifications for the Invitation for Bids (**IFB # 3160002866**) and Attachments.
2. The company meets all requirements and acknowledges all certifications contained in the Invitation for Bids (**IFB # 3160002866**) and Attachments.
3. The company agrees to all provisions of the Invitation for Bids (**IFB # 3160002866**) 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 or proposal.

[Please execute and return with Bid Materials.]

Company: _____ Signature: _____

Date: _____ Title: _____

Printed Name: _____

Attachment C Bid Form for Temporary Staffing

Bid Number: 3160002866

Gentlemen:

Pursuant to the advertisement for bids to be received, I/We _____
_____ located at _____
do submit our bid form for Bid #_____. This bid is made without collusion
on the part of any person, firm or corporation.

The pricing must include ALL associated costs with no additional or hidden fees.

Total Yearly Cost _____

Exceptions and/or Deviations? Yes___ No___

Please list and describe exceptions if applicable:

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 Number: _____

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 Number: _____

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: _____

REFERENCE #5

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 #6

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
Acknowledgement of Amendments

Please sign and print at the appropriate statement.

I acknowledge receipt of all amendments associated with
BID # 3160002866.

They are as follows:

- 1.
- 2.

Printed Name

Company Name

Signature

There were no amendments associated with **BID # 3160002866.**

Printed Name

Company Name

Signature

Attachment F
Secretary of State Acknowledgement

_____, acknowledges 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