



MISSISSIPPI DEPARTMENT OF REVENUE

**Request for Proposal
3200000420**

**Forms Processing Services
Outsource Mail and Data Processing**

**PROPOSALS DUE NO LATER THAN:
August 30, 2018**

**Procurement Department
July 30, 2018**

RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. **3200000420**.

- _____ 1) One clearly marked original response and 4 identical copy/copies of the complete proposal
 - a) Label the front and spine of the three-ring loose-leaf binder with the Contractor name and RFP number.
 - b) DO NOT include the Contractor name on the pages of the proposal. Include the items listed below inside the binder.
 - c) DO NOT include a copy of the RFP in the binder.
 - d) DO NOT include your business name or other any identifying information in your response to the Technical Approach (part of the Technical Proposal in Attachment A)
- _____ 2) Certification to sign on behalf of the company
- _____ 3) Proposal Form with point-by point response to Technical Specifications
- _____ 4) References
- _____ 5) Acknowledgement of Amendments
- _____ 6) Secretary of State Acknowledgement
- _____ 7) Conflict of Interest Disclosure Statement
- _____ 8) Technical Proposal

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MISSISSIPPI DEPARTMENT OF REVENUE

REQUEST FOR PROPOSAL

Forms Processing Services: Outsource Mail and Data Processing

1.0 Purpose

The Department of Revenue (referred to as “MDOR” or “Department”) hereby solicits proposals using the competitive sealed proposal process. This process will allow us to assess prospective proposers on capability as well as price to establish a contract with a qualified vendor to procure forms processing services. These services include mail processing, remittance processing, deposit, data capture, imaging, data tracking, storing and destruction, transmitting of data and images, accounting and reporting. The incoming mail volume is estimated at 3.9 million envelopes per year with the majority of this volume occurring between February and May. Electronic filing is not within the scope of this RFP.

MDOR is tasked with promptly, efficiently and accurately processing the mail received at the Department. The agency may utilize a vendor’s services to perform the necessary tasks to attain these goals. In order to ensure ongoing performance by the vendor, regular performance reviews will be included in the contract for these services.

All proposals submitted in response to this solicitation must conform to the requirements and specifications outlined within this document and any applicable amendments.

2.0 Characteristics of Work

Contractor will provide mail processing services which include picking up and opening mail, remittance processing, deposit (Check 21), data capture, imaging, data tracking, storing and destruction of data and images, transmitting of data and images, accounting and reporting. The incoming mail volume is estimated at 3.9 million envelopes per year with the majority of this volume occurring between February and May. Electronic filing is not within the scope of this RFP.

3.0 General Terms of Contract

The term of the contract shall be for 3 years with authority for a 2-year extension provided that any contract extension shall be under the same prices, terms and conditions as the original contract.

4.0 Relationship of Parties

It is expressly understood and agreed that MDOR enters into a contract with a Contractor based on the purchase of professional services and not based on an employer-employee relationship. For all purposes under the Contract:

A. The Contractor represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under the Contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly, or by implication, to be employees of MDOR.

B. Any person employed by the Contractor to perform the services hereunder shall be the employee of the Contractor, who shall have the sole right to hire and discharge its employee.

C. The Contractor shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation, and any other withholdings that may be required.

5.0 Procurement Time Line

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

A. Request for Proposal Issue Date:	07/30/2018
B. First Publication:	07/30/2018
C. Second Publication:	08/06/2018
D. Mandatory Vendor Conference	08/13/2018; 3:00 pm CST
E. Deadline for Submission of Questions:	08/14/2018; 5:00 pm CST
F. Last Day Answers Posted to Website:	08/16/2018; 12:00 pm CST

G. Proposal Packet Submission Deadline:	08/30/2018; 12:00 pm CST
H. Award Notification:	09/05/2018
I. Protest Deadline:	09/12/2018; 12:00 pm CST
J. Projected Contract Date:	10/3/2018

6.0 Eligibility Requirements

6.1 Qualification of Proposer

The proposer may be required before the award of any contract to show to the complete satisfaction of MDOR that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The proposer shall be required to give a past history and references in order to satisfy MDOR in regard to the proposer's qualifications. MDOR may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to MDOR all information for this purpose that may be requested. MDOR reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy MDOR that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Qualifications will be based on the provisions of the following subsections under Eligibility Requirements 6.0.

6.2 References

As part of its proposal, each proposer must furnish contact information of at least three (3) current references for successful projects similar to the one being proposed. 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 RFP. "Largest client" is determined by the revenue paid by the client to the proposer over the past five-year period. Failure to list a qualifying client may result in rejection of prospective proposer's proposal. MDOR will contact these clients as references to evaluate the quality of the proposer'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 MDOR requires the provision of a minimum of three (3) references, proposer may submit as many references as desired. References will be contacted in order listed until at minimum two (2) references have been interviewed. Proposers are

encouraged to submit additional references to ensure that at least two (2) references are available for interview. It is the responsibility of the proposer to verify before submitting their proposal that contact information is correct and current for each reference. MDOR will not seek to correct erroneous contact information or track down references. MDOR staff must be able to successfully contact two references for a proposal to be found responsive.

6.3 Business Longevity

Each proposer must have been in business a minimum of five (5) years prior to submission of its proposal. Please indicate the length of time you have been in business providing professional services as specified in the Technical Proposal in Attachment A. Business longevity information must be provided as part of the proposal packet submitted for consideration.

6.4 Registration with Mississippi Secretary of State

By submitting a proposal, the proposer certifies it is registered to do business with the State of Mississippi through Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by MDOR that it has been awarded the contract. Please complete the Secretary of State Acknowledgement form included in Attachment A.

6.5 Mandatory Vendor Conference

Attendance at the Vendor Conference on August 13, 2018 at 3:00 pm Central Time is mandatory for any Vendor who intends to submit an RFP response. Attendance may be by teleconference or on-site. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Conference will be rejected.

The Vendor Conference will be held at the Mississippi Department of Revenue located at 500 Clinton Center Drive, Clinton, MS 39056, or the vendor's representative may call in to 1-877-820-7831, Participant Code 7943666.

Attendees will be given a brief overview of the RFP and have an opportunity to ask questions.

7.0 Procurement Methodology

7.1 Approach

It is understood that all proposals 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. MDOR reserves the right to waive minor technicalities on proposal forms and specifications that can be waived or corrected without prejudice to other proposers when it is in the best interest of MDOR. MDOR reserves the right to reject any and all proposals, to waive any minor informality in the proposals, and, unless otherwise specified by the proposers, to accept any items on the proposal.

The proposer 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 proposer will strictly adhere to this policy in its employment practices and provision of services.

7.2 Proposer Rules of Procurement

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

7.3 Procedure for Questions

- A. All questions concerning this Request for Proposal or the proposal 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 5.0, Procurement Time Line. Questions received after this time will not be considered.
- C. All questions and answers shall be treated as amendments to the RFP. See Section 7.6 below. Therefore, all questions received by MDOR in a timely manner will be answered and issued in the form of amendments to each vendor that received the RFP. Additionally, the questions and answers will be published on the MDOR website (www.dor.ms.gov) in a manner that all proposers will be able to view by the date and time reflected in Section 5.0, Procurement Time Line.
- D. It shall be incumbent upon all Proposers to understand the provisions of the scope of services and to obtain clarification by the time reflected in Section 5.0, Procurement Time Line. Proposers are responsible for following up to see that any correspondence or communications are properly received.

- E. MDOR will not be bound by any verbal or written information that is not contained within this RFP unless formally noticed and issued by:

Tonya Davis, MDOR Director of Purchasing
Email: tonya.davis@dor.ms.gov

7.4 Proposal Modification or Withdrawal

No proposals shall be modified after the specified time for the opening. If a proposal is withdrawn after opening, the proposer will be removed from the list of eligibles for a period of six (6) months. A proposer may withdraw a proposal prior to the time set for the opening by simply making a request in writing to MDOR; no explanation is required. No partial withdrawals are permitted after the time and date set for the opening; only complete withdrawals are permitted. No late proposals, 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.

7.5 Negotiation Rights

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

7.6 Amendments to the RFP

Amendments to the RFP will be identified as such. An amendment will reference the portion of the RFP that it amends. Amendments will be sent to all prospective proposers that received an RFP. Each such vendor shall acknowledge receipt of amendments by completing and signing the Acknowledgement of Amendments form included in Attachment A. The Purchasing Division of MDOR will post the Amendment by number on MDOR website www.dor.ms.gov in a manner all proposers will be able to view. Respondents shall rely only on communication from the Purchasing Division of MDOR in submitting proposals and obtaining amendments. The MDOR's Purchasing Division shall not be bound by any oral communications; proposers who rely upon any oral communications regarding the proposal do so at their own risk.

7.7 Opening Procedures

Proposals will not be opened publicly.

7.8 Competitive Negotiation

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

7.9 Evaluation

An evaluation committee will review and assess all responsive proposals submitted. To be considered responsive to the RFP, each proposal must be complete, contain accurate information and contain the minimum expected components described in the RFP. If the proposal is incomplete, contains inaccurate information, or fails to contain the minimum expected components of the RFP, it may be deemed unresponsive and may not be considered for award.

The award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the State, taking into consideration price and the evaluation factors set forth below. The factors and the level of importance associated with each factor are listed. The factors for selecting the best proposal are the following:

1. Technical Factors – **20 points (20%)**
 - i. Does the offeror’s proposal or qualification demonstrate a clear understanding of the scope of work and related objectives? – **5 points (5%)**
 - ii. Is the offeror’s proposal or qualification complete and responsive to the specific RFP requirements? – **5 points (5%)**
 - iii. Has the past performance of the offeror’s proposed methodology been documented? – **5 points (5%)**
 - iv. Does the offeror’s proposal or qualification use innovative technology and techniques? – **5 points (5%)**
2. Cost Factors – **20 points (20%)** (Factors must be submitted separately from other factors)
 - i. Cost of goods to be provided or services to be performed:
 - a. Relative cost: How does the cost compare to other similarly scored proposals or qualifications? – **4 points (4%)**
 - b. Full explanation: Is the price and its component charges, fees, etc. adequately explained or documented? – **4 points (4%)**
 - ii. Assurance of performance:
 - a. If required, are suitable bonds, warranties or guarantees provided? – **4 points (4%)**

- b. Does the proposal or qualification include quality control and assurance programs? – **4 points (4%)**
 - iii. Offeror's financial stability and strength: Does the offeror have sufficient financial resources to meet its obligations? – **4 points (4%)**
- 3. Management Factors – **25 points (25%)** (Factors that require the identity of the offeror to be revealed must be submitted separately from other factors)
 - i. Project Management
 - a. How well does the proposed scheduling timeline meet the needs of the soliciting agency? – **2.5 points (2.5%)**
 - b. Is there a project management plan? – **2.5 points (2.5%)**
 - ii. History and experience in performing the work:
 - a. Does the offeror document a record of reliability of timely delivery and on-time and on-budget implementation? – **2.5 points (2.5%)**
 - b. Does the offeror demonstrate a track record of service as evidenced by on-time, on-budget and contract compliance performance? – **2.5 points (2.5%)**
 - c. Does the offeror document industry or program experience? – **2.5 points (2.5%)**
 - d. Does the offeror have a record of poor business ethics? – **2.5 points (2.5%)**
 - iii. Availability of personnel, facilities, equipment and other resources:
 - a. To what extent does the offeror rely on in-house resources vs contracted resources? – **2.5 points (2.5%)**
 - b. Is the availability of in-house and contract resources documented? – **5 points (2.5%)**
 - iv. Qualification and experience of personnel:
 - a. Documentation of experience in performing similar work by employees and when appropriate, sub-contractors? – **2.5 points (2.5%)**
 - b. Does the offeror demonstrate cultural sensitivity in hiring and training staff? – **2.5 points (2.5%)**
- 4. Price – **35 points (35%)** The score will be based on the total price calculated for implementation services and ongoing processing of mail.

The score will be based on a 100 point scale, with each factor having the percentage of the total 100 points available as listed. The total score will be determined according to the degree of compliance made in the proposal in meeting each component of the responsibilities and requirements in this RFP, and the prospective contractor's ability to adequately meet the DOR's requirements for services. Prospective contractors must furnish, upon request of MDOR, satisfactory evidence of their ability to provide services in accordance with the terms and conditions in Attachment A.

MDOR may obtain information about the prospective contractor's ability to meet requirements through references not provided by the proposer, or any other means available. MDOR Executive Staff reserves the right to make the final determination as to the prospective contractors' ability to meet requirements, including any information the agency may have regarding services provided to MDOR previously and the proposer's responsiveness to issues and concerns.

7.10 Approval Process

An evaluation committee will review and score each responsive proposer using the scoring criteria. The name of each responsive proposer that is recommended for funding will be forwarded to the Commissioner of the Mississippi Department of Revenue or his designee for award subject to final approval by Personal Service Contract Review Board (PSCRB).

7.11 Award Notice

The award, if made, will be by MDOR's evaluation committee within forty-five (45) days after the proposal opening. After MDOR makes the award, official notification will be sent to all participating vendors along with an accompanying analysis describing why the contract was awarded to the particular vendor. Notice of award shall be made available to the public. MDOR will not respond to telephone calls requesting the information. All awards shall be subject to **final** approval by the Public Procurement Review Board Office of Personal Service Contract Review (PPRB).

7.12 Incurring Costs

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

7.13 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 within 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 Director of Purchasing or Commissioner of the Mississippi Department of Revenue. To expedite the handling of the protest, the envelope should be labeled "Protest". Protest filed after normal business hours on the seventh day will not be considered.

7.14 Post-Award 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 Director of Purchasing 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 five (5) business days of receipt of the request. If a respondent prefers to have legal representation present, the respondent must notify the Director of Purchasing 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*.

7.15 Proposal Ownership

All proposals become MDOR property. However, such proposals are potentially subject to public records requests. For this reason, proprietary material should be clearly labeled as such. The classification of an entire proposal as proprietary or trade secret is not acceptable and may result in rejection of the proposal. Request to review proprietary information will be handled in accordance with state law and applicable procedures. All disclosures of proposal information to interested parties will be made in compliance with MDOR policies and procedures established in accordance with the 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.

7.16 Proprietary Information

The respondent should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated Sections 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after the proposals are opened. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Note that while the information or pages may be marked as proprietary, they **should not** include the proposer's name or any information identifying the proposer.

7.17 Partial Proposals Prohibited

Proposals submitted must provide for all services included in this request. Proposals will not be accepted for any part of the total.

7.18 Exceptions and Deviations

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

7.19 Compensation for Services

Compensation for services will be in the form of an electronic payment through the State's payment portal and will be based on the transactions processed the previous month.

7.20 Conflict of Interest

All proposals 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 A.

7.21 Contract

Award will not be final until MDOR and the proposer have negotiated and executed a written contractual agreement and this agreement is approved by the the Public Procurement Review Board Office of Personal Services Contract Review. If a contract is awarded, the selected proposer will be required to comply with the terms and conditions, in Appendix A, that will be a part of the contract. The resulting 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://DFA.ms.gov> . .

8.0 Submission Procedures

8.1 Procedures for Submitting Proposal

- A. Proposals must be written and formatted based on the forms furnished by MDOR, or they may not be considered. Letters will not be considered a part of your proposal. Facsimile transmissions will not be accepted. Failure to submit a

proposal in the manner specified will be considered cause for rejection of proposal.

- B.** Proposals should be typed and single-sided; not handwritten. The proposal shall be signed by a company official with authorization to bind contractor to its provisions and submitted in a sealed envelope or package no later than the time indicated in Section 5.0 Procurement Time Line.
- 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 5.0 of the Procurement Time Line. It must be labeled as noted in (E.) below. Proposals not properly marked and opened by mail personnel prior to the opening will be rejected. 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 outside the parameters set by this RFP, including specifications, as nonresponsive.
- E.** Sealed proposals should be hand delivered (strongly encouraged) or mailed and labeled as follows:

Mississippi Department of Revenue
Attention: Purchasing Department
Proposal # _____
500 Clinton Center Dr
Clinton MS 39056
SEALED PROPOSAL – DO NOT OPEN

OR

Mississippi Department of Revenue
Attention: Purchasing Department
Proposal # _____
P O Box 22828
Jackson, MS 39225
SEALED PROPOSAL – DO NOT OPEN

- F.** The parties submitting proposals 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 proposer should notify MDOR Purchasing Director of such occurrences. Proposals and modifications or corrections thereof received after the closing time specified will not be

considered. Any proposal received subsequent to the specified date and time will be returned to the prospective contractor unopened.

8.2 Submission Format

The Proposal package must be sealed and must contain the following (located in Attachment A):

- A.** Certification to sign on behalf of the company
- B.** Proposal Form with point-by-point response to Technical Specifications
- C.** References
- D.** Acknowledgement of Amendments
- E.** Secretary of State Acknowledgement
- F.** Conflict of Interest Disclosure Statement
- G.** Technical Proposal

9.0 Responsibilities & Duties

9.1 DOR Responsibilities

- 1.** DOR will provide personnel designated to serve as liaison with the Vendor during the term of contract. The responsibilities of the liaison team include, but are not limited to:
 - coordinating the technical aspects of this contract;
 - organizing regular site visits of the Vendor's operations;
 - determining the adequacy of performance by the Vendor in accordance with the terms and conditions of this contract;
 - obtaining Vendor's compliance with the contract's requirements insofar as the work is concerned;
 - conducting such reviews as required or advisable;

- and providing and receiving any notice of changes to processes, procedures, services, and work schedules between DOR and Vendor as well as coordinating the implementation of such changes.
2. DOR will provide all forms to be processed.
 3. DOR will provide current form edits and processing rules and procedures and work with the vendor to determine future form edits and processing rules.
 4. DOR will assist in performing testing of the deposit, images and data generated.

9.2 Vendor Responsibilities

1. The Vendor shall begin design and implementation immediately following execution of the contract. DOR will work jointly with Vendor during this transition period to define the priorities. DOR will closely monitor the forms processing services of these documents and payments throughout the contract and contract renewal periods. DOR will conduct Quarterly Performance Reviews of Vendor's performance and provide written comments to Vendor on its performance. The reviews will take place in a DOR office, and Vendor's lead representative on the contract will be required to participate in person. An Action Plan will be developed to address outstanding performance issues and to define appropriate resolution.
2. **In the event Vendor encounters difficulty in meeting the Service Level Agreements (SLAs) outlined in Attachment A, or when difficulty in complying with the contract delivery schedule or completion date is anticipated, or whenever Vendor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, Vendor must immediately notify the DOR Agency Contact in writing with a follow-up telephone call, giving all pertinent details. However, this communication shall be informational only and this provision shall not be construed as a waiver by DOR of any delivery schedule or date or any rights or remedies available to DOR under this contract.**
3. Vendor must commit a dedicated Project Manager for the duration of the project design and implementation. The Project Manager must have sufficient prior experience to address the specifics of this project. Vendor must include details to substantiate this experience.

4. The Vendor must provide its own staff, software, equipment, and facilities for purposes of receiving, processing, depositing, capturing, transmitting, tracking, accounting, reporting, storing, and destroying confidential information in accordance with confidentiality requirements.
5. **Mandatory:** The Vendor's physical location for handling DOR data must be within the state of Mississippi, and locations within a 30-mile radius to the Clinton DOR office are preferred.
6. The Vendor must provide its documented disaster recovery and business continuity plan in the event of a disaster. The Vendor must test this plan on an annual basis and provide proof of such testing results to MDOR each year.
7. The Vendor shall outline and provide in writing a plan of encrypted backup and recovery procedures. The Vendor must test this plan on an annual basis and provide proof of such testing results to MDOR each year.
8. The Vendor must pick up documents daily from the main USPS office in Jackson as well as from the DOR office in Clinton.
9. Vendor must provide the method of transmittal of electronic data in a proprietary file via SFTP (Secure File Transfer Protocol). Method must be in accordance with the State Enterprise Security Policy as issued and updated by MS Information Technology Services.
10. The Vendor may not use Personally Identifiable Information (PII) or State Taxpayer Information (STI) for any other reason unless expressly authorized in writing by DOR.
11. The Vendor shall comply with the provision of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data. The Vendor must secure information concerning the business of the MS Department of Revenue, its financial affairs, its relations with its citizens and its employees, as well as any other information that may be specifically classified as confidential by DOR. All Federal and State regulations and statutes related to confidentiality shall be applicable to the Vendor. Appendix B includes the Confidentiality of Information statement required by the Vendor's employees who work with DOR information in any way.

- 12.** Information obtained through or related to the contract for forms processing services shall not be used for any purposes other than those set forth in this contract. All data (names, addresses, etc.) obtained through the contract remain the exclusive property of the DOR and shall not be copied by any means or by any form by the Vendor except as needed to comply with this contract. The Vendor, its employees shall not disclose the data to any third party for any purpose other than the performance of the contract. The Vendor is to sign a disclosure agreement and return it to DOR. Under no circumstances shall subcontractors or third parties be provided or have access to State Tax Information.
- 13.** The Vendor will sign a Driver Privacy Protection Agreement whereby all responsibility for handling personal information must be within the parameters of the DPPA Act.
- 14.** The Vendor shall maintain a list of employees and agents with authorized access to DOR data. The Vendor shall provide DOR with the list of those employees and agents and shall update that list quarterly.
- 15.** The Vendor must perform background checks as stated in the DOR Background Check Policy (Appendix H).
- 16.** Vendor must include a proposal to purchase equipment from DOR as it is no longer needed in DOR operations. The equipment list is included in this RFP in Appendix G. The date the equipment is no longer needed by DOR will be determined by the project schedule.
- 17.** The Vendor guarantees complete purging of data received for or from the DOR and processed during the performance of a contract. Purging of data shall be accomplished according to the requirements of NIST SP800-88R1, depending on the type of media. Receipt and destruction of such data shall be tracked and logged for historical purposes. All output is retained by the Vendor for 60 days from the time the work group is completed. If purging after 60 days of all data storage components is not possible, the Vendor guarantees the safeguarding of any data remaining in any storage component to prevent unauthorized disclosures and the Vendor must notify DOR in writing of any data storage outside that timeframe.
- 18.** Invoices must be submitted at least monthly to DOR by Vendor. Payment rendered for invoiced services will be remitted monthly in arrears. In order to expedite the review of the monthly invoice payment, DOR requires a daily

reconciliation of the data uploaded into its processing system by Vendor. Monthly invoices must contain detailed totals by form type. The form and contents of the invoice used by Vendor must be approved by DOR.

The Vendor shall treat all taxpayer information to which it has access while providing services as confidential and shall not disclose such data or information to a third party without specific written consent of Mississippi. the Vendor acknowledges that as to any data or information received from Mississippi or any mail from taxpayers addressed to Mississippi, the Vendor and its personnel, and employees are acting as agents of Mississippi in regard to the access to such data and information and are subject to the same restrictions and prohibitions, be they statutory or otherwise, as to the use, release and/or handling of this data and information that are applicable to Mississippi and its employees. Applicable statutes include, but are not limited to, Mississippi Code Ann. Sections 27-3-73, 27-7-83, 27-13-57, 27-65-81, 27-69-41 and 27-71-307.

19. The vendor must employ physical and environmental policies and procedures that ensure that the service and delivery infrastructure are located in a physically secure and environmentally protected facility to ensure the confidentiality, integrity, and availability of DOR data.
 - a. **The Vendor shall guarantee network segmentation, providing for the complete separation of DOR data from any non-DOR data and jobs.**
 - b. **The Vendor shall perform the Mail Processing Services, Remittance Processing/Bank Depository Services, Data Capture Services, Imaging Services, Data/Document Destruction Services and Data Migration Services as specified in the Technical Approach in Attachment A.**

Appendix A

Terms and Conditions

Debarment

By submitting a proposal, the offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

Required Clauses for Procurement

Applicable Law (also included in any contract awarded under this RFP)

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

Availability of Funds (also included in any contract awarded under this RFP)

It is expressly understood and agreed that the obligation of the MDOR 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 MDOR, the MDOR 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 MDOR of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Procurement Regulations (also included in any contract awarded under this RFP)

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>.

Compliance with Laws (also included in any contract awarded under this RFP)

Contractor understands that the MDOR 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.

Stop Work Order (also included in any contract awarded under this RFP)

- (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.

Representation Regarding Contingent Fees (also included in any contract awarded under this RFP)

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 (also included in any contract awarded under this RFP)

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

Acknowledgment of Amendments

Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal, or by letter. The acknowledgment must be received by MDOR by the time and at the place specified for receipt of proposals.

Certification of Independent Price Determination

The offeror 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 offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

Prospective Contractor's Representation Regarding Contingent Fees (To be placed in prospective Contractor's response bid or proposal.)

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

E-Payment (also included in any contract awarded under this RFP)

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDOR 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. Miss. Code Annotated § 31-7-305.

E-Verification (also included in any contract awarded under this RFP)

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

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(3) both. In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

Transparency (also included in any contract awarded under this RFP)

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Annotated §§ 25- 61-1 et seq., and Miss. 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 Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

Trade Secrets, Commercial and Financial Information (also included in any contract awarded under this RFP)

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

Paymode (also included in any contract awarded under this RFP)

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.

STANDARD TERMS AND CONDITIONS INCLUDED IN ANY CONTRACT AWARDED UNDER THIS RFP INCLUDE:

Anti-Assignment/Subcontracting

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

Antitrust

By entering into a contract, Contractor conveys, sells, assigns, and transfers to the MDOR all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular goods or services purchased or acquired by the MDOR under said contract.

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.

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.

Change in Scope of Work

The MDOR 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 Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDOR and Contractor. If 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 Contractor, Contractor must immediately notify the MDOR in writing of this belief. If the MDOR believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that MDOR is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to MDOR pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDOR shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDOR shall not be liable to the Contractor for disclosures of information required by court order or required by law.

Contractor Personnel

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

Disclosure Of Confidential Information

In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this

agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 et seq.

Failure to Deliver

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDOR, 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 MDOR may have.

Failure to Enforce

Failure by the MDOR 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 MDOR 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 ("force majeure events"). When such a cause arises, Contractor shall notify the State 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 State determines it to be in its best interest to terminate the agreement.

Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor

defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

Independent Contractor Status

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

No Limitation of Liability

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

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, 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 MDOR and agreed to by Contractor.

Ownership of Documents and Work Papers

MDOR 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 Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDOR upon termination or completion of the agreement. The foregoing notwithstanding, 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 MDOR and subject to any copyright protections.

Price Adjustment

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

- (a) by agreement on a fixed price adjustment before 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.

(2) Submission of Cost or Pricing Data. 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.

Record Retention and Access to Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of 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 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 Contractor to MDOR, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MDOR. The rights of MDOR are in addition and without prejudice to any other right MDOR may have to claim the amount of any loss or damage suffered by MDOR on account of the acts or omissions of Contractor.

Right To Audit

Contractor shall maintain such financial records and other records as may be prescribed by the MDOR or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDOR, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

State Property

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

Termination for Convenience

- (1) *Termination.* The Agency Head or designee may, then the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

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

Termination for Default

- (1) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the procurement officer may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the procurement officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- (3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- (4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work

hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- (5) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the 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.

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 customer 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.

Unsatisfactory Work

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

Confidentiality of Information

Purpose To define the confidentiality of all information within the Department of Revenue (MDOR)

General All information within the MDOR is to be held in the strictest confidence. No employee of the MDOR or employee of _____ acting as an agent for MDOR is authorized to divulge any return information without the prior approval of the Commissioner or the director of a division, as applicable.

State law provides penalties for conviction of unauthorized disclosures of data from tax returns and related return information.

In addition to the other penalties, employees are also subject to dismissal from employment with the MDOR for a breach of agency security or confidentiality. Agents may be liable for any damages arising out of or related to the unauthorized disclosure.

Definitions **Return-** The term “return” means any tax information return, declaration of estimated tax, or claim for refund required by, or provided for or permitted under, the provisions of the federal or state statutes and any amendment or supplement thereof, including supporting schedules attachments or lists which are supplemental to, or part of the return filed.

Return Information- The term “return information” means a taxpayer’s identity, the nature, source, or amount of his income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, tax withheld, deficiencies, over assessments, or tax payments, whether the taxpayer’s return was, is being, or will be examined or subject to other investigation or processing, or any other data, received by, recorded by, prepared by, furnished to, or collected by the IRS or the MDOR with respect to a return or with respect to the determination of the existence, or possible existence, of liability (or the amount thereof) of any person for any tax, penalty, interest, fine, forfeiture, or other imposition, or offense, and any part of any written determination or any background file document relating to such written determination which is not open to the public inspection, but such term does not include data in a form which

cannot be associated with, or otherwise identify, directly or indirectly, a particular taxpayer.

As an employee of _____ working on assignment for the MS Department of Revenue, I have read and agree to abide by the policies stated above.

Signature

Date

Printed Name

Appendix C

DOR Post Office Boxes

This table lists different Post Office Boxes where mail is delivered to the DOR. This information is included because it may provide information related to the types of taxes and forms that could be grouped together in the project plan. The boxes listed below will be picked up by the Vendor or by DOR staff as specified.

Box Number	Mail Type(s) for Vendor Pickup
960	Sales & Miscellaneous Taxes
1033	General Mail - Returns and Correspondence
1140	Motor Vehicle, Petroleum, & Miscellaneous Taxes
23049	MARVIN mail (Motor Vehicle mail from counties and dealers)
23075	Withholding, Miscellaneous, MARS statement Vouchers
23050	Individual Returns (with money)
23191	Corporate Returns and Extensions (with money)
23058	Individual & Corporate (no money), Annual Information Returns (W-2s, 1099s)
23192	Income Tax Vouchers – Individual, Corporate and Pass-Through Entity
Box Number	Mail Type(s) for DOR Pickup
1383	Titles
22805	Installments
22808	Bankruptcy
22828	Commissioner/Legal/Administrative Services
22845	Fast Track Titles
23338	Lien Administration

Appendix D

Processing Guidelines

DATA INTEGRATION – BATCH/SCANNING

1. Match return with check.

Tax Processors receive stacks of returns from Mail Services/Pre-Edit department. Tax Processors verify all returns and checks are attached together. Occasionally, a check or return is separated from the corresponding document through routine handling. These loose documents are returned to Pre-Edit to be matched up with the correct document. The Tax Processors verify the return and check agree and all returns in the stack are the same tax type.

2. Separate Returns in Batches

Tax Processors batch like documents together generally in groups of 50 or within the size limitation for that tax type. Batch sizes are determined by the amount of supporting schedules attached with the return and the number of pick up points to be input per return. *Pick up points* are the fields electronically pulled from a return and uploaded to MARS. If there is a problem with the read of one of the pickup points, the return is sent to Data Entry to be rekeyed.

3. Document Locator Numbers (DLN)

Documents and checks – each primary document (return, form, voucher, billing letter)- must be assigned a unique Document Locator Number (DLN). The sixteen-digit DLN is designed to uniquely identify each document. Both the OPEX and IBML scanners assign a unique DLN to each document scanned. Returns, payment vouchers, and checks also sort by document type.

Checks and payment vouchers, individual and corporate estimate payments, short tax forms, collection letters and correspondence are scanned on the OPEX scanners. Checks and returns are assigned a unique DLN. Both DLNs scanned on the documents will have the same date, scanner number and batch number. However, the last four digits of the DLN are in consecutive order.

Individual (Long Form) and Corporate (Long Form) returns and payments are scanned on the IBML scanners. The assignment of DLN are the same as the OPEX scanner.

4. Writing Batch Sheets

Batch Sheets are completed for each batch of returns and checks that will be scanned. The batch sheet includes the tax type, receive date and batch number assigned by the scanner.

5. Payments

Checks processed through Check 21 and/or scanned on the IBML or OPEX scanners are automatically assigned to the Balance Key Queue in Data Entry department. To ensure the proper amounts were picked up by the scanners, data entry operators rekey the amounts on both the return and checks. The scanned checks are batched and filed in the Check 21 tray.

Checks keyed in Balance Key Que that require additional verification are automatically assigned to Balance Verify Que. A keypunch operator rekeys the check amount from the check image. Check amounts must be rekeyed before they can be included in the daily deposit files.

Deposit files are transmitted daily to the bank at 9:30 am and 2:00 pm. Only on rare occasions will a manual third deposit be generated but must be approved by management.

The system is used to generate the “Batch Summary Report”. This report is used to verify the batches included in the deposit files transmitted to the bank agree with the check batches filed in the Check 21 tray. The verified check batches along with the Deposit Detail Report are placed in another check tray and stored in a secured room for approximately six (6) months. Check batches remaining in the Check 21 tray longer than three (3) days require additional research to determine why the check batch has not been included in a deposit file.

The system is used to correct rejected items included in a check batch. Rejected items include possible duplicate checks, issues with the Magnetic Ink Character Recognition number (MICR) and checks drawn on foreign banks. All rejected items have to be corrected before the check batch can be included in the deposit file.

- MICR is the financial institution routing number and account number located at the bottom of the check. MICR corrections include rekeying the routing number and/or the account number along with adding the proper symbols. (= and or <)
- Possible duplicate check corrections include comparing the check number, date of the check, payer’s name and amount to each check image flagged possible duplicate. The check is changed to “Confirmed Duplicate” or Confirmed Non-Duplicate”.
- a foreign check is any check with a bank routing number that is not nine (9) digits long. Foreign checks are marked “Manually deposit” in Deposit Monitor System. The physical check and returns are removed from the check batch and the check is manually deposited.

6. Returns – Each field that the scanner reads must achieve a high confidence reading before it can be accepted into the computer system. The default confidence read that must be achieved is 800 of 1000 or 80%. When returns are scanned, the computers will run Optical Character Recognition (OCR) to capture return data from each scanned field and should achieve at least an 80% confidence read. If a field fails the confidence read, then the system sends the return to keypunch highlighting the fields with uncertainty and a keypunch operator will rekey the field to verify the data captured is accurate.

NOTE: All returns are sent to Data Entry to have the account numbers rekeyed to verify that the account number captured is accurate to ensure it is applied to the correct account.

DOR has also contracted with a third party vendor who is responsible for rekeying individual income and corporate returns. The data is transmitted through snippets, which allows the

return to be broken out into many fields when sending and retrieving keyed information back to DOR as one whole return.

Tax return fields that are produced from calculations are recalculated based on the applicable lines that make up the calculation. If the calculation is not met, the item is sent to keypunch for verification of the calculation. The keypunch operator enters the amount on the tax return as submitted by the taxpayer to preserve the data claimed by the taxpayer. Any discrepancies are handled in MARS through its calculation edits.

Also, reasonableness edits are in place for certain fields. As an example, the date field must be an actual date that appears to be reasonable, that is containing a month number one (1) through twelve (12), a day not past 31 (or 30 if applicable), and a year that doesn't appear outside the ordinary. If a field is not reasonable then it is sent to Data Entry where the keypunch operator will rekey the data. If a return is sent to a keypunch operator to be rekeyed, the data rekeyed is the data uploaded to the system replacing what OCR (Optical Character Recognition) originally produced in the fields rekeyed. Once the return has been rekeyed, the data is uploaded to MARS through the jobstream which is an overnight process. The pickup points from the paper returns can be determined by viewing the fields which populated the first version of the MARS return created from the scanned image

7. Form ID and Key Review

When returns are scanned, the computers will run Optical Character Recognition (OCR) to capture return data from each scanned field and should achieve at least an 80% confidence read. If a field fails the confidence read, the returns are automatically sent to the Form ID Queue.

- **Form ID** monitor displays errors that occur during the scanning process that causes the IBML scanner not to recognize the type of scanned document. The system automatically assigns an error type to the document. Employees in Batch/Scanning monitor the Form ID Queue, correct the issue and resubmits the document back into the queue. Below are a list of the type of errors that occur:
 - Non-form – occurs when the barcode on the form is not recognized
 - No specific issue is found with this transaction – requires additional research to determine if a page is out of order, duplex page or duplicate page.
 - Checks with zero barcode – occurs when the backside of the check is not recognized.
- **Key Review** displays returns and/or checks returned to the queue by a data entry operator. The returns are usually missing FEIN, SSN, account number, name or is not legible. Work items are assigned to key review when the data entry operator cannot determine pick up field on images. The scanner operator researches the issue, enter the resolution in the message box and resubmits the document into the queue. However, there are instances when the return is deleted from the batch because the information needed cannot be located, or the return is prior to 2010. The return is sent to Pre-Edit for further research and to be manually entered into the MARS system and scanned as a correspondence on the OPEX scanner.

- **Delete Log Report** – This report shows all items that were deleted from a batch by a Scanning Operator. A return/payment can be deleted from a batch for one of the following reasons:
 - The account number used on the return and input is not valid (closed).
 - A return has an incorrect barcode.

When an item has been deleted from a batch for one of the above reasons, the return is sent to Pre-Edit for follow up procedures. If the taxpayer submitted a return on a tax form that has an invalid bar code, the Pre-Edit team will generate a new return on the proper tax form so when the system reads the barcode, it will know where to direct the scan on the taxpayer's account. If the taxpayer fails to put their account number on their return, the Pre-Edit team will research the return to find the correct account number for the return. In some cases, Pre-Edit will seek assistance from the various tax divisions.

DATA ASSEMBLY – MAIL SERVICE & PRE-EDIT

Mail Service:

Mail Sorting

Mail is sorted by post office box, opened using automated mail opening machines and delivered to Data Assembly by the Print Shop.

The Print Shop delivers mail to Data Assembly two (2) times a day. Mail delivered in the evening (2nd pick up) is stamped with the next business day received date and is not opened and batched until the next business morning. Mail delivered in the evening is opened and batched before the next morning's mail. Along with the evening mail, the next morning's mail is stamped with the current received date, separated by return, payment, and tax type and assigned to employees based on tax types.

Payments are separated by tax type in the Pre-Edit department. They are delivered to the Batching/Scanning department where they are batched and scanned. Returns, with the exception of Individual Income (Long Form), Corporate (Long Form), and returns that require pre-edits, are sent to the scanning department. The returns are scanned on the IBML scanner, filed, and retained based on the retention schedule. Data Assembly only batches Income, Corporate, and Pass Through returns. All other returns and vouchers are sent to Batching/Scanning for processing. Batching/Scanning department open and scan the machine mail using the OPEX machines.

The Individual (Long Form) and Corporate (Long Form) returns are batched by tax type in quantities of 15 returns. The batched returns are placed into folders, to prevent the loss of documents. Batch sheets are affixed to the front of the folder detailing the contents of the folder including receipt date, tax type, and number of returns. The folders are boxed and ready for scanning on the IBML Scanners.

Date Stamping

Mississippi Automated Revenue System (MARS) paper returns and payments are processed through Batching/Scanning in receipt date order. Date stamps are used to record the receipt date, which is defined as the date the mail is received from the post office. Department of Revenue (DOR) uses this information to determine the effective date for statutory, legal, interest and penalty calculations. A grace period (or postage period) of seven (7) calendar days is allowed for paper submitted returns before any applicable late penalty and interest will be charged. The first return in a bundle usually has the receipt date written either on it or on an attached note before it is sent to Batching/Scanning.

Pre-Edit:

Pre-Edits are used to correct returns and/or payments that have insufficient information. Below is a list of pre-edits guidelines used by Data Assembly. This list is not all-inclusive and continues to develop as unusual circumstances arise.

a) Returns without Account Number, FEIN and/or SSN

Account numbers are difficult to determine if the returns are for parent/subsidiary. Account numbers can also be difficult to determine when companies and individual have similar names.

- The business tax areas are contacted when the Pre-Edit staff cannot locate an account number
- A missing information letter based on the tax type is sent to the taxpayer along with the return.
- When an account number cannot be located, an Invalid Taxpayer payment voucher is created in MARS using the Department of Revenue's FEIN as the account number in order to process the payment.
- MARS payment work items are assigned to the Accounting department.

b) One check with different types of returns

Taxpayers will submit one (1) check to be applied to multiple returns with different tax types.

A MARS multiple taxpayer voucher is printed and affixed to the payment. Multi-Taxpayer vouchers breaks down a check into different tax types or taxpayers. The voucher will distribute payments to accounts according to info entered once it is processed.

- Vouchers and payments are submitted to the Scanning department for further processing.

c) Returns submitted without checks

Returns with tax liabilities submitted without checks are prepped and sent to the scan department for further processing.

- Payments submitted through DOR's Taxpayer Access Point (TAP) cannot be applied

until the returns are uploaded into MARS.

- Payments submitted via Fund Transfers and ACH credits cannot be applied until the returns are loaded into MARS.

d) Check(s) and or Money Orders submitted without returns

Payments submitted without returns are directed to an analyst for further research.

- The business tax areas are contacted when the analyst cannot locate an account number
- Taxpayers are contacted when the business tax area cannot locate an account number.
- When an account number cannot be located a MARS voucher is created using Department of Revenue's FEIN to process the payment.
- Payment work items are assigned to the Accounting department.
- MARS generates a monthly statement when a return with a liability is processed without payment. The taxpayer is required to submit proof of payment before Accounting applies the payment to the taxpayer's account.

e) Checks submitted without proper endorsement

The check is returned to the taxpayer with a letter requesting proper endorsement.

f) Checks submitted with mutilated payment voucher

The IBML or OPEX scanner will not accept mutilated payment vouchers.

- The analyst generates another MARS payment voucher
- Check and payment vouchers are sent to the scanning department for further processing.

g) Returns for tax periods prior to 2010 and missing bar codes.

Returns for tax periods prior to 2010 or missing bar codes are manually entered into MARS. The returns are scanned on the OPEX scanners and retained for three (3) months.

h) Annual Information Returns (AIR) with 25 or more W-2s

Employers that issue 25 or more W-2s are required to electronically submit the data to DOR. The taxpayer may be subject to penalties if they issue more than 25 W-2s and do not file as required.

- The analyst generate an "Incorrect Filing Format" letter out of MARS.
- The letter and returns are mailed to the taxpayer for correction.

2. Paperless Process

DOR is in the process of eliminating the flow of paper throughout the agency. In an effort to eliminate the paper traffic, paper returns, payments, and correspondence received from the taxpayers are scanned on the IBML and OPEX scanners and uploaded into MARS. A MARS work item is created if the scanned documents do not pass the business rules set up in the system.

- Post Edit analysts are responsible for working the work items created by MARS.
- Work items are assigned to the business tax area when the analyst cannot resolve the issue

Payments (Check 21 DRDC):

Checks and/or money orders received at DOR or district offices are scanned and processed via the Check 21 software of the DRDC system. The Check 21 system creates digital images of the checks, and/or money orders which are used by data entry personnel to rekey the payment amount and MARS taxpayer account. The Image Cash Letter (ICL) file is created by Check 21 twice a day and is uploaded to the financial institution.

Correspondence

Correspondence is received from taxpayers on a daily basis. Analysts review the correspondence to determine the business tax type. Correspondence is scanned into the specific tax type folder on the OPEX scanners. During the overnight process correspondence cases are created in MARS and assigned to the business tax area associated with the correspondence. The correspondence is retained for three (3) months before being properly destroyed.

Data Integration - Data Entry**Purpose of Data Entry:**

Data entry is responsible for rekeying data from payments and returns. Data Entry operators are required to rekey the check amounts that are scanned by Scanner Operators in Scanning/Batching before the payments can be sent for deposit. Also, the data entry operators are responsible for rekeying all account numbers from the returns scanned by Scanning/Batching.

DRDC (Data Capture System) Procedures:

Returns and payments scanned under the DRDC system uses Optical Character Recognition (OCR) process used under old DRDC. Each pick-up from a return has a set confidence level that it must achieve before being certified as a true number to be uploaded to the system. If the confidence level isn't achieved for a particular field the return is sent to data entry where the data entry operators will rekey the fields that didn't achieve the appropriate confidence level. Confidence levels are based on a scale from 0 – 1000 and the default confidence level that must be achieved is an 800 of 1000. However, DOR determines whether a field should be adjusted based on the content captured on a particular field. The confidence level is not the only factor determining what is to be rekeyed in Data Entry.

Additional factors could be calculations or reasonableness tests on a particular field. When a field is determined based on the calculation of other fields from the return, the system will verify the calculations and if a calculation isn't accurate, the return is sent to be rekeyed. If a field doesn't appear to have reasonable data input such as an invalid date format, the return is sent to Data Entry to be rekeyed.

On a Daily basis, the Data Entry manager monitors the system to prioritize work queue assignments. Queues with check amounts and return queues with money have the highest priority. Checks are rekeyed before they can be included in the daily deposits transmittal file to the bank. As items are scanned by Scanning/Batching, the queues are populated and assigned to the data entry operators. Below is a list of the work queues:

- rekey the check and return amount from the check and return images
- managers rekey check amount if the data operator rekey a different amount than return amount keyed
- key account numbers and check boxes read below the confidence level
- rekey the payment amount from the payment voucher image

All returns and vouchers have the account numbers rekeyed to verify the account number is accurate before posting the information scanned to the taxpayer's account. When fields fail the required confidence level through OCR, doesn't calculate correctly, or meet the format requirements, the specific failed fields, which is highlighted in yellow have to be rekeyed.


Data Capture system has incorporated calculation edits in the system that recalculates fields on the return where applicable to determine a good scan read. The calculations are determined using factors from other fields on the return. When a calculation edit fails, the return is sent to Data Entry to have the field rekeyed. The data entry operator rekeys the number from the return how the taxpayer originally input the information. If there is a true difference, the MARS system will catch the error in calculation through the calculation edits in place.

- Sales Money Queue
- Corporate Money Queue
- Individual Income Money Queue
- Withholding Money Queue
- Miscellaneous Tax Money Queue
- W2Key Queue
- Sales No Money Queue
- Corporate No Money Queue
- Individual Income No Money Queue
- Withholding No Money Queue
- Miscellaneous Tax No Money Queue
- MARVIN Queue

If a field cannot be read from a return that is required to be rekeyed, the return can be sent back to scanning to be reviewed by the scanner operators. When sending a return back for review, the data entry operator will leave a note outlining the information needed to rekey the data. Scanner operators receive the request in Key Review Monitor and pull the physical copy based on the DLN. Once the return is located, the scanner operator responds to the data entry operator's note with the requested information.

Appendix E

Deposit Report Samples



Batch Summary Report

Printed Date: 6/12/2018 **Report From:** 6/11/2018, **To:** 6/11/2018

Report Description:
This report is a breakdown of Batch information by Deposit ID

Batch Details For: 6/11/2018

<u>Time</u>	<u>DepositID</u>	<u>BatchNumber</u>	<u>BatchType</u>	<u>Checks</u>	<u>BatchAmount</u>
9:30	2018061101000001	180607050059	MARS_LONG_MONEY	7	\$2,901.00
9:30	2018061101000001	180608050066	S_MIXEDMULTIPLE_MONEY	1	\$141.00
9:30	2018061101000001	180608050067	MARS_LONG_MONEY	25	\$6,019.53
9:30	2018061101000001	180608050069	MARS_LONG_MONEY	12	\$5,812.00
9:30	2018061101000001	180608050070	MARS_LONG_MONEY	22	\$27,519.44
14:00	2018061101000003	180608050074	MARVIN_MONEY	34	\$516.00
14:00	2018061101000003	180608050076	MARVIN_MONEY	51	\$1,645.00
14:00	2018061101000003	180608050079	MARVIN_MONEY	52	\$619.00
14:00	2018061101000003	180608050086	MARVIN_MONEY	7	\$273.00
14:00	2018061101000003	180608180001	MARS_PAYMENT_MONEY	1	\$50.00
Totals For 6/11/2018:				2,240	\$1,832,892.70



Deposit Detail Report

Printed Date: 6/12/2018

Report From: 6/11/2018, To: 6/11/2018

Report Description:

This report is a breakdown of the deposit showing all check information

Deposit Date 6/11/2018

<u>Time</u>	<u>DepositID</u>	<u>BatchNumber</u>	<u>DLN</u>	<u>BatchType</u>	<u>CheckAmount</u>
9:30	061101000001	180607050059	1806070500590003	MARS_LONG_MONEY	\$630.00
9:30	061101000001	180607050059	1806070500590006	MARS_LONG_MONEY	\$102.00
9:30	061101000001	180607050059	1806070500590008	MARS_LONG_MONEY	\$106.00
9:30	061101000001	180607050059	1806070500590010	MARS_LONG_MONEY	\$1,372.00
9:30	061101000001	180607050059	1806070500590012	MARS_LONG_MONEY	\$30.00
9:30	061101000001	180607050059	1806070500590014	MARS_LONG_MONEY	\$631.00
14:00	061101000003	180608050086	1806080500860004	MARVIN_MONEY	\$39.00
14:00	061101000003	180608050086	1806080500860005	MARVIN_MONEY	\$39.00
14:00	061101000003	180608050086	1806080500860006	MARVIN_MONEY	\$39.00
14:00	061101000003	180608050086	1806080500860007	MARVIN_MONEY	\$39.00
14:00	061101000003	180608050086	1806080500860008	MARVIN_MONEY	\$39.00

There were 2,240 checks, for a Total Deposit of \$1,832,892.70



Deposit Summary Report

Printed Date: 6/12/2018

Report From: 6/11/2018, To: 6/11/2018

Report Description:

This report is a break down summary of the deposits by date.

Deposits for 6/11/2018

<u>Time</u>	<u>DepositID</u>	<u>BatchType</u>	<u>Checks</u>	<u>Amount</u>
9:30	2018061101000001	MARS LONG MONEY	847	\$695,362.35
14:00	2018061101000002	MARS LONG MONEY	1,087	\$1,126,387.35
9:30	2018061101000001	ARS MIXEDMULTIPLE MONEY	847	\$695,362.35
14:00	2018061101000002	ARS MIXEDMULTIPLE MONEY	1,087	\$1,126,387.35
9:30	2018061101000001	MARS PAYMENT MONEY	847	\$695,362.35
14:00	2018061101000002	MARS PAYMENT MONEY	1,087	\$1,126,387.35
14:00	2018061101000003	MARS PAYMENT MONEY	306	\$11,143.00
9:30	2018061101000001	MARS SHORT MONEY	847	\$695,362.35
14:00	2018061101000002	MARS SHORT MONEY	1,087	\$1,126,387.35
9:30	2018061101000001	MARVIN MONEY	847	\$695,362.35
14:00	2018061101000002	MARVIN MONEY	1,087	\$1,126,387.35
14:00	2018061101000003	MARVIN MONEY	306	\$11,143.00
Totals for 6/11/2018:			10,282	\$9,131,034.50



Treasury Deposit Report

Printed Date: 6/12/2018

Report Description:

This report is a breakdown of the Cashletters by their process date.

Cashletter: 10136001

6/11/2018 9:00:03AM

<u>BatchType</u>	<u>Checks</u>	<u>CashletterAmount</u>
MARS_LONG_MONEY	75	\$43,876.97
MARS_MIXEDMULTIPLE_MONEY	28	\$18,105.04
MARS_PAYMENT_MONEY	432	\$593,859.16
MARS_SHORT_MONEY	40	\$32,976.43
MARVIN_MONEY	272	\$6,544.75
Totals for Cashletter 10136001:	847	\$695,362.35

Appendix F

Tax Type Volumes

This table lists the total number of each type of form by tax type. The totals listed includes all tax years supported for that tax type.

Tax Type	Calendar Year 2017	Jan 1, 2018 – Jun 30, 2018
Individual Income Tax	805,393	627,633
Fiduciary Tax	19,019	10,359
Corporate Income Tax	161,534	60,849
PTE	239,336	112,153
Sales Tax	175,840	73,418
Use Tax	8,254	3,382
Withholding Tax	426,629	158,814
Timber Severance Tax	339	126
MARS Voucher	157,495	61,991
Beer Excise Tax	1,747	323
Garnishments	26,288	9,137
Registration Applications	848	431
Correspondence	49,441	50,000
IFTA	2,617	1,178
Title	940,834	297,882
Motor Vehicle	67,823	228,748
Finance Privilege Tax	297	132
Totals	3,083,734	1,646,556

Total Keystrokes	77,390,005	37,262,565
Total Pages Processed	8,599,213	4,443,199

Appendix G

Equipment List

Serial #	Equipment	ID/Description	Location
#11435	IBML ImageTrac IV Scanner	Scanner 7	Processing
#3PZCJ71	PC	PC for Scanner 7	Processing
#AS1701170039	APC-Smart UPS SRT 8000VA	UPS for Scanner 7	Processing
#13403	IBML ImageTrac IV Scanner	Scanner 8	Processing
#6DH3P91	PC	PC for Scanner 8	Processing
#AS1643371173	APC Smart-UPS SRT 8000	UPS for Scanner 8	Processing
#40954	IBML ImageTrac V Scanner	Scanner 6	Processing
#QS1421170936	APC Smart UPS RT 8kVA Tower Rack 2	UPS for Scanner 6	Processing
#59352	IBML ImageTrac V Scanner	Scanner 5	Processing
#QS1428371619	APC Smart UPS	UPS for Scanner 5	Processing
Serial #	Equipment	ID/Description	Location
#9918	OPEX Model 50 Extractor	Middle Machine	Processing
#9919	OPEX Model 50 Extractor	Back Machine	Processing
#12889	OPEX Model 51 Extractor	Front Machine	Processing
#17234	OPEX Model 72 Scanner	Scanner 2	Processing
#A02243	OPEX AS7200 Extractor	Extractor for Scanner 2	Processing
#17235	OPEX Model 72 Scanner	Scanner 3	Processing
#A02242	OPEX AS7200 Extractor	Extractor for Scanner 3	Processing
#18150	OPEX Model 72 Scanner	Scanner 9	Processing
#A03138	OPEX AS7200 Extractor	Extractor for Scanner 9	Processing
#18151	OPEX Model 72 Scanner	Scanner 10	Processing
#A03139	OPEX AS7200 Extractor	Extractor for Scanner 10	Processing

Serial #	Equipment	ID/Description	Location
	Cannon DR-9080C		Processing
#51002784	Kodak I2800 Scanner	Rescan1	Processing
#51602684	Kodak I2800 Scanner	Rescan2	Processing
#51602696	Kodak I2800 Scanner	Rescan3	Processing
	Kodak I2800 Scanner		Tupelo
	Kodak I2800 Scanner		Hernando
	Kodak I2800 Scanner		Greenwood
	Kodak I2800 Scanner		Meridian
	Kodak I2800 Scanner		Jackson District
	Kodak I2800 Scanner		Brookhaven
	Kodak I2800 Scanner		Hattiesburg
	Kodak I2800 Scanner		Gulf Coast
	Kodak I2800 Scanner		Foreign Audit
	Kodak I2800 Scanner		Miscellaneous Tax
	Kodak I2800 Scanner		Network Services
	Kodak I2800 Scanner		Network Services

Appendix H

Background Check Policy

MISSISSIPPI DEPARTMENT OF REVENUE Background Check Policy August 17, 2017

STATEMENT OF POLICY

The Department of Revenue (DOR) is dedicated to providing the best possible product and services to the taxpayers of the State of Mississippi. To fully realize this goal, DOR is committed to ensuring that its employees are trustworthy and of good character. This Background Check Policy is established to verify the suitability for employment of all applicants, employees, and certain contractors. DOR expects all employees to perform their duties in a professional, businesslike manner with particular consideration for the wellbeing of colleagues, customers, guests, vendors and the public. Further, DOR expects all employees to protect the agency's assets, reputation and confidentiality. Some of DOR's positions have public trust responsibilities. Public trust positions have the potential for affecting the integrity, efficiency, and effectiveness of DOR's mission, and when breached, diminish public confidence. Public trust positions include those in which incumbents' actions or inactions could diminish public confidence in the integrity, efficiency or effectiveness of assigned Government activities, whether or not actual damage occurs: and positions in which the incumbents are being entrusted with control over information that DOR has an obligation not to divulge. These public trust responsibilities require a higher degree of integrity with unwavering public confidence in the individual occupying the positions.

SCOPE OF POLICY IN GENERAL

APPLICANTS: As a condition of employment, all applicants must consent to background check verifying any or all parts of an applicant's employment, educational, criminal, sex and violent offender, and possible driver's license check if job duties require driving an agency's vehicle. For selected positions with access to Federal Tax Information (FTI), applicants, current and future employees and contractors are also required to successfully complete a national background check as required by the Internal Revenue Service (IRS), Publication 1075. Furthermore, reinvestigations are to be conducted within 10 years from the date the last background check for continued access to FTI. DOR will obtain a candidate's written authorization before initiating any background check. Failure or refusal to provide authorization for one or more of the background checks will be viewed as a withdrawal from the job application process. The submission of inaccurate or misleading information by an applicant will result in an adverse employment decision.

CURRENT EMPLOYEES: Employees who apply for transfer or promotions into a position authorized to access or use FTI must successfully pass the national background check as part of the application process. Current employees authorized to access or use FTI must successfully pass reinvestigations at least every 10 years. Employees who do not successfully pass the background check(s) or refuse to submit to a background check cannot retain or promote into a positions with access to FTI. In this case the employee may be terminated or provided with other employment choices that may not necessarily be at the same salary as their current position.

USING BACKGROUND INFORMATION

If a background check reveals criminal records or other serious misconduct, the Human Resources Director or designee makes an initial determination as to whether the results could result in an adverse employment decision. The criminal record alone will not be used in the decision making process. The employment decision will also take into account the conduct underlying any felony or misdemeanor convictions or pleas which are an acknowledgment of responsibility (e.g., plea of no contest or nolo contendere) and whether the conduct makes the applicant or employee unfit for the position. The conduct, not just the conviction, is relevant used solely to determine suitability for access to FTI. DOR is not liable for errors in the background check results. If the reports contain errors, it is the candidate's, employee's or contractor's responsibility to provide explanations and have the information corrected within time limits established by DOR.

EVALUATION OF BACKGROUND CHECK RESULTS

Employment with DOR for an applicant or contractor, or a transfer/promotion for a current employee to a position with access to FTI may be denied based on the results of the investigation, for reasons including but not limited to:

- Conviction of a felony offense(s) or misdemeanor offense(s)
- Serious violent behavior (such as rape, aggravated assault, arson, child abuse, manslaughter)
- Sexual misconduct (such as sexual assault, sexual harassment, prostitution)
- Patterns of conduct (such as a pattern of financial irresponsibility or major liabilities, dishonesty, unemployability for negligence or misconduct, criminal conduct)
- Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation
- Alcohol abuse without evidence of substantial rehabilitation, of a nature and duration which suggests that the applicant would be prevented from performing the duties of the position or would constitute a direct threat to the property or safety of the applicant or of others
- Providing a material, false statement or being deceptive during the application process
- Any other information that could question the applicant's integrity or ethics in such a manner that to employ the applicant could constitute negligence in regard to the agency's duties to the public or to other State employees.

Criteria and thresholds under which an applicant, current employee or contractor maybe be refused employment or promotion are as follows:

- The nature and gravity of the criminal offense(s)
- The number of offenses for which the applicant was convicted
- The time that has passed since the conviction and/completion of the sentence
- The age of the applicant at the time of the conviction
- The job duties of the position
- Evidence that the individual has performed the same type of work, post-conviction, without further incidents of criminal conduct
- The length and consistence of employment history before and after the offense
- Any efforts of the applicant towards rehabilitation
- The completeness of the information provided by the applicant during the application process

ADVERSE ACTION

Before taking an adverse action (for example, not hiring an applicant or contractor or not transferring or terminating a current employee) based on the background information obtained from a company in the business of compiling background information, DOR will give a Pre-Adverse Action Notification. Included in the Pre-Adverse Action Notification will be a copy of the report relied upon in making the decision and a copy of “A Summary or Your Rights under the Fair Credit Reporting Act”. Giving the Pre-Adverse Action notification, gives the person the opportunity to review the accuracy of the report and steps to take to correct or explain any negative information. Applicant will have five business days from the date of delivery or attempted delivery, whichever occurs first, using the address provided by Applicant to provide sufficient evidence to DOR showing that the error has been corrected or provide additional information related to the negative information that justifies a reversal of the adverse action. If adverse action is taken in whole or in part based on the background check, the applicant will receive an Adverse Action Notice including information related to his/her rights under FCRA. Nothing stated herein is intended to abridge any policy or procedure instituted by the Mississippi State Personnel Board or Mississippi Employee Appeals Board.

STANDARDS OF CONDUCT

As stated previously, DOR expects all employees to protect the agency’s asset, reputation and confidentiality. Furthermore, many DOR positions have public trust responsibilities. Public trust positions have the potential for affecting the integrity, efficiency, and effectiveness of DOR’s mission, and when breached, diminish public confidence. Employees are expected to recognize and avoid the kind of personal behavior that could constitute negligence in regard to the employee’s ability to perform their job or to the agency’s duties to the public or to other State employees. Therefore, employees are expected/required to report to their manager or the Human Resources office any arrests, citations or criminal charges excluding moving traffic violations within forty-eight hours of their occurrence or as soon as reasonably possible. This employee obligation pertains to any such arrest, citation or criminal charge excluding moving traffic violations which

occurs on or after August 17, 2017. Failure to do report as required could result in disciplinary actions up to and including termination.

CONFIDENTIALITY AND RECORD RETENTION

The information obtained through background checks is confidential and will be shared only with individuals with an essential business need to know. Records of the background check will be maintained in the Office of Human Resources in a file that is separate from the personnel folder for at least 3 years after the records were made, or after a personnel action was taken, whichever comes later.

Appendix I

Tax Due Dates and Document Retention Schedule

TAX TYPE	DUE DATE	PEAK TIME	RETENTION
Sales	20th day of the month following the reporting period	20th-25th of every month	3 months
Use	20th day of the month following the reporting period	20th-25th of every month	3 months
Corporate Income & Franchise Tax	15th day of the 4th month following the close of the taxable year 15th day of the 10th month following the close of the taxable year	Month of April Month of October	3 months
Corporate Estimate	Due quarterly (15th of Apr., Jun., Sept., & Dec.)	Every quarter month	6 months
Pass-Through Entity	15th day of the 3rd month following the close of the taxable year	Month of March	3 months
Withholding Tax	15th day of the month following the period. If a due date falls on a Saturday, Sunday or legal holiday, the due date becomes the next business day **Withholding Tax returns are filed monthly or quarterly depending on the average amount of withheld each month	15th - 20th of every month	6 months
Individual Income Tax	15th day of the 4th month following the close of the taxable year 15th day of the 10th month following the close of the taxable year	Month of April Month of October	3 months
Estimate Individual	Due quarterly (15th of Apr., Jun., Sept., & Jan.)	Every quarter month	6 months
Petroleum (IFTA)	Due quarterly (15th of Apr., Jun., Sept., & Jan.)	Every quarter month	3 months
Beer License	Mailed whenever permits expire	No Peak Time	3 months
Estate Tax (Fiduciary)	15th day of the 4th month following the close of the taxable year	No Peak Time	3 months
Timber Severance	15th day of the month following the period.	No Peak Time	3 months
Title Fee	Comes in daily; No Due Date	No Peak Time	3 months
Title Replacement	Comes in daily; No Due Date	No Peak Time	3 months

TAX TYPE	DUE DATE	PEAK TIME	RETENTION
Title Lien Release	Comes in daily; No Due Date	No Peak Time	3 months
Fast Track Titles	Comes in daily; No Due Date	No Peak Time	3 months
Registration	Mailed in whenever taxpayers sets up new accounts.	No Peak Time	3 months
Temporary Operating Cert. (Heavy Truck)	Processed when received from Business Tax area.	No Peak Time	3 months
Temporary Tags	Processed when received from Business Tax area.	No Peak Time	3 months
Records Disclosure	Processed when received from Business Tax area.	No Peak Time	3 months
Dealer Tags (Tag Increase)	Processed when received from Business Tax area.	No Peak Time	3 months
New Dealer Applications	Processed when received from Business Tax area.	No Peak Time	3 months
Dealer Renewal	31st day of the 10th month	Late Sept. and month of Oct.	3 months
Government Applications	Processed when received from Business Tax area.	No Peak Time	3 months
Annual Information Returns W-2 & 1099-R	28th day of the 2nd month	Late Jan. to early Mar.	1 year
All Other AIRs	31st day of the 3rd month	Late Jan. to early Mar.	1 year
Finance	Due quarterly (15th of Apr., Jun., Sept., & Jan.)	Every quarter month	6 months

Appendix J

Information Security Policies

Federal Information Processing Standards Publication

Publication 140-2

<https://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.140-2.pdf>

Attachment A

Proposal Package

Forms Processing Services

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

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 Request for Proposal and Attachments.
2. The company meets all requirements and acknowledges all certifications contained in the RFP and Attachments.
3. The company agrees to all provisions of the RFP and Attachments
4. The company will perform the services required at the prices quoted on the proposal 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 proposal.

[Please execute and return with Proposal Materials.]

Company: _____ Signature _____

Date: _____ Title: _____

Printed Name: _____

Proposal Form

Proposal Number: _____

Gentlemen:

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

_____ located at _____
do submit our proposal. This proposal is made without collusion on the part of any
person, firm or corporation.

.....

Exceptions and/or Deviations to terms and conditions? Yes____ No____
(If yes, please list separately in detail per 7.18 of the RFP.)

.....

Company:_____

Signature:_____

Address:_____

Printed name:_____

Title:_____

Phone:_____

Date:_____

E-mail Address_____

References

Name of Company:

Contact Person:

Address:

City/State/Zip:

Telephone Number:

Cell Number:

E-mail:

Alternative Contact Person (optional):

Telephone Number:

Cell Number:

E-mail:

Acknowledgement of Amendments

Please sign and print at the appropriate statement.

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

They are as follows:

- 1.
- 2.
- 3.
- 4.

Printed Name

Company Name

Signature

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

Printed Name

Company Name

Signature

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

Conflict of Interest Disclosure Statement

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

Technical Proposal: The following documents and responses will be included in the Technical Proposal and tabbed as such in the order given below.

- 1. Letter of Introduction:** An individual authorized to legally bind the Contractor must submit and sign a Letter of Introduction. The person who signs the letter will be considered the contact person for all matters pertaining to the Offer unless the Contractor designates another person in writing. The letter should include a very brief overview of what your company has to offer and why you think your company should be selected as the Contractor to provide the services relative to the RFP.
- 2. Executive Summary:** The Contractor must prepare an Executive Summary to include a more detailed overview of the services of its offering. This will include a general description about the company, including the nature of the business, years in operation, number of employees, types of services offered and any experience in similar situations. The Contractor should include statements that demonstrate the understandings of services required as noted in the Section 1.0 Purpose, Section 2.0 Characteristics of Work, and Section 9.2 Contractor Responsibilities.
- 3. Business and Directory Information:** Contractor must provide the following:
 - 3.1** Name of Business (Official Name and DBA)
 - 3.2** Business Headquarters (include Address, Telephone, and Facsimile)
 - 3.3** If a Division or Subsidiary of another organization provide the name and address of the parent as well as any restructurings, acquisitions or mergers in the past three (3) years
 - 3.4** Billing address
 - 3.5** Name of Chief Executive Officer
 - 3.6** Customer Contact (include name, title, address, telephone, facsimile and e-mail)
 - 3.7** Company web site
 - 3.8** Type of Organization (i.e. Sole Proprietor, Corporation, Partnership, etc. –should be the same as on the Taxpayer ID Form)
 - 3.9** Length of time in business
 - 3.10** Annual Sales (for the two most recently completed Fiscal Years)
 - 3.11** Number of full-time employees (average from the two most recent Fiscal Years)
 - 3.12** Type of and description of business
 - 3.13** State of incorporation, state of formation or state of organization
 - 3.14** Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Contractor’s performance under the terms of the RFP
 - 3.15** Description of the products and services being provided and the stage of development of those products and services
 - 3.16** A corporate description with sufficient information to substantiate proven expertise in the products and services being requested within this RFP including the length of time they have been providing the same or similar professional services.
 - 3.17** an organizational chart identifying all personnel proposed for this project

3.18 a resume for each of their staff members participating on this project. (Resumes must reflect qualifications and recent experience relevant to the scope of the work indicated in this RFP. Resumes must include at least three (3) references that can be directly contacted to verify the individual's qualifications and experience.)

4. Financial Capacity Information: Contractor must submit either a comparative audit, which would include data from prior year and the year previous to that, audits for the past two (2) years if a comparative is not available, or end of year financial statements for the last two (2) years if an audit has not occurred. Contractor may also be required to provide additional financial information upon request.

5. Technical Experience: The Contractor must provide the following information regarding its experience:

5.1 Provide information regarding the Contractor's organization, staffing pattern, staffing qualifications and management support that will enhance the ability of the Contractor to provide services.

5.2 Number of years of experience with providing types of services specified in Section 1.0 Purpose, Section 2.0 Characteristics of Work, and Section 9.2 Contractor Responsibilities.

5.3 Include information supporting a history of the quality of the services the Contractor has provided.

6. Personnel: The Contractor must provide the following regarding personnel proposed for this project:

6.1 Resumes for all key personnel, including the project manager and account manager, who will be involved in implementing and providing the ongoing services contemplated by this RFP as well as an organizational chart identifying the key personnel. Resumes must include the full name, education background, and years of experience and employment history particularly as it relates to the scope of services specified herein.

6.2 The Contractor must commit a dedicated project manager for the duration of the project design and implementation.

7. Technical Approach:

7.1 Delivery of Service: The Vendor shall begin design and implementation immediately following execution of the contract. DOR will define the priorities and work jointly with Vendor during this transition period. DOR will closely monitor the forms processing services of these documents and payments throughout the contract and contract renewal periods. DOR will conduct Quarterly Performance

Reviews of Vendor's performance and provide written comments to Vendor on its performance. The reviews will take place in a DOR office, and Vendor's lead representative on the contract will be required to participate in person. An Action Plan will be developed to address outstanding performance issues and to define appropriate resolution.

In the event Vendor encounters difficulty in meeting the Service Level Agreements (SLAs) outlined in this RFP, or when difficulty in complying with the contract delivery schedule or completion date is anticipated, or whenever Vendor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, Vendor must immediately notify the DOR Agency Contact in writing with a follow-up telephone call, giving all pertinent details. However, this communication shall be informational only and this provision shall not be construed as a waiver by DOR of any delivery schedule or date or any rights or remedies available to DOR under this contract.

7.2 Audit Requirements: Prior to the start of the project, all processing procedures, policies and facilities must be approved through DOR's Internal Audit. DOR's Internal Audit will also make unannounced, periodic audits of Vendor's processing procedures and will have access to all of Vendor's documents and records, personnel and facilities used to process DOR mail. In addition, audits may be performed by the Mississippi State Auditor's Office.

The Agency Contact must be notified immediately, in writing and verbally, by Vendor in the event of any unauthorized access to any records, data, or taxpayer information related to the contract. Any actual or suspected loss, alteration or destruction of documents, data or records must be reported immediately, in writing and verbally, upon discovery to the Agency Contact. The findings of any audit conducted by DOR Internal Audit will weigh heavily in quarterly performance reviews of the Vendor.

Periodically, DOR will inspect Vendor's facilities for physical security considerations. These security reviews will be conducted by DOR's Internal Audit and/or Security Officer. Vendor must agree to implement all improvements or modifications indicated by the physical security review conducted by DOR. The time frame for those improvements or modifications will be mutually agreed upon by DOR and Vendor. Only employees working Mississippi work (documents, returns, forms, vouchers, billings, letters, envelopes, attachments, remittances, cash) shall have access to the areas where Mississippi work is processed and stored. Employee's personal electronic devices (Cell phones, iPads, tablets, etc.) with cameras shall be prohibited in areas where Mississippi work is processed and stored. There must also be Closed Captioned Television (CCTV) monitoring of (a) areas where Mississippi work is processed and stored, and (b) doors into those areas. Recordings of the daily CCTV activity must be maintained for no less than 90 days.

7.3 Monitoring and Ongoing Evaluation: The Vendor must immediately develop a plan to correct any unsatisfactory audit findings, physical security reviews or other negative monitoring results or findings by DOR. DOR shall provide written notice of such results or findings to the principal office of Vendor by certified mail. Vendor will be given ten (10) business days to respond to any unsatisfactory audit findings, physical security reviews or other negative monitoring results or findings by DOR, at no cost to the State.

The Vendor shall maintain records of all processing activity it undertakes as part of the contract for 60 calendar days. Such records shall be maintained for audit by DOR or the Mississippi State Auditor's Office. Vendor shall maintain processing, billing and similar records required for audit purposes for this contract. Vendor shall not reproduce data in any form without specific written approval from the Agency Contact. The Vendor shall keep all mail, forms, documents, records, remittances and payments picked up by the Vendor for DOR, in a separate secured area where access is restricted to authorized personnel. DOR mail, forms, documents, records, remittances and payments must be physically protected and segregated from inter-filing or intermingling with other Vendor or other clients' records. Data at rest or in transit containing any PII or STI must be encrypted in a manner consistent with DOR's Information Security Policies (Appendix J) which currently require a minimum of FIPS140-2 compliance and NIST-validation.

The Vendor shall maintain books and records (excluding PII and STI) related to performance of this contract and necessary to support DOR in accordance with applicable law, the terms and conditions of this contract, and generally accepted accounting principles and practices. All such books and records will be available for review or audit by DOR. Vendor agrees to cooperate fully with any such review or audit. If any audit indicates any overpayments to Vendor, DOR will adjust future or final payments otherwise payable within the then current fiscal year. If no payments are due to Vendor, or if the overpayment exceeds the amount otherwise due, Vendor shall immediately refund all amounts which may be due to DOR. Failure by Vendor to maintain adequate books and records required by this section supporting any component of a billing or an invoice will establish a presumption in favor of DOR for the recovery of those payments.

A representative from Vendor must document and safeguard personally any information that cannot be stored in a secure place. Vendor must also ensure that no one has access to the records, documents or information for reasons other than to fulfill Vendor's obligations under the contract. Vendor shall agree to make any requested changes regarding the storage and security of the records, documents and information that DOR deems necessary.

7.4 Processing Guidelines: See Appendix D for current processing guidelines used by DOR staff/management. In their proposal, the Vendor should thoroughly discuss any issues implementing those guidelines as well as propose any changes they feel would be beneficial.

7.5 Mail Processing Services:

7.5.1 Mail Tracking: Vendor shall implement and maintain a tracking system for certified, registered and priority mail. The process must also include the requirements of processing and returning acknowledgments, if mandated by carrier (e.g., Certified Mail/Return Receipts). The Vendor must also track the volume and date of receipt of unopened mail. The Vendor shall describe how this requirement will be met.

7.5.2 Post Office Boxes: Secure pickup and delivery of mail from the postal facility will be the Vendor's responsibility. DOR requires vendor to pick up mail from post office boxes currently set up for receipt of specific form types with and without remittances as well as general returns and correspondence. Multiple pickups may be required each day depending on volume. See Appendix C for list of DOR post office boxes and types of mail received in each.

7.5.3 Due Dates: Due Dates vary by document type (see Appendix I -Tax Due Dates and Document Retention Schedule). Vendor must have sufficient manpower and resources to meet the peaks dictated by the due dates for all taxes. If the due date falls on a weekend or (State or Federal) holiday, the following business day becomes DOR's due date. The Vendor should describe how they will meet this requirement.

The Vendor shall accurately maintain and capture the receipt date of each envelope and an image of the envelope. The receipt date is defined as the date the mail item is received from the post office. The DOR uses this information to determine the effective date for statutory interest and penalty calculations. Vendor shall clearly describe their procedures to meet this requirement for all envelope types, including priority mail, certified mail, and any pre-edit mail (sent to DOR unprocessed because it is incomplete) that is returned to Vendor to process.

The Vendor shall examine envelopes to prevent documents or checks from being left inside. The Vendor should describe how they will meet this requirement.

7.5.4 Mail Opening: The Vendor must have sufficient automated mail opening equipment and staff to handle the large volumes of mail received in order to meet the metrics outlined in Section 2.1 Service Level Agreements. The Vendor shall clearly describe their proposed equipment and procedures to meet this requirement.

In certain cases, forms having insufficient information must be rerouted back to DOR (Pre-Edits). Misdirected DOR mail (addressed to an DOR PO box not handled by Vendor) will be returned to the Vendor by DOR with the required receipt date. Misdirected DOR mail may include magazines, flyers, post cards, or any other mail that is not contained within an envelope. The Vendor has one (1) business day to return any of these items to DOR.

Returned mail (insufficient address, moved with no forwarding address, etc.) from the USPS will also be considered a pre-edit to return to DOR. The Vendor has one (1) business day to return any of these items to DOR.

7.5.5 Mail Sorting: The Vendor shall verify that the mail is sorted properly. The Vendor shall sort mail and return any mail not belonging to DOR to Pre-edit daily. Vendor shall out-sort certain documents for return to DOR such as magazines, flyers, post cards, and other non-compensable items.

Items marked with the following have specialized processing must be expedited as instructed below:

Public Records Request – forward to the DOR for opening by Legal department

Internal Revenue Service – forward to the DOR for opening by Administrative Services

The Vendor has one (1) business day to return any of these items to DOR.

In order to maximize daily deposits, Vendor shall process mail based on priorities established by DOR. DOR may redirect or revise processing priorities. Vendor shall be required to adjust processing priorities as soon as possible upon written notification. An example of this would be swapping from a focus on deposits to refund returns as needed during the peak season. The Vendor should describe how they will meet this requirement.

The Vendor should describe controls they have in place for returns or other documents that should include payments but do not.

The Vendor should describe any other system or process controls in place to ensure the correct processing of deposits, returns and other documents.

The Vendor should describe their process for maintaining control over and tracking any incomplete items (payments or documents) returned to DOR.

Vendor shall be able to read and interpret the DOR's 1D barcode, 2D barcode and QR code on all mail.

7.5.6 Accounting for Mail Processing Volumes: Vendor shall institute a system approved by DOR that records the number of envelopes received each day from the USPS post office boxes and shall publish a report to DOR on daily mail volume. DOR historic mail volumes for the year are listed in Appendix F.

Additionally, Vendor shall maintain a total volume count by day, month and fiscal year by Tax Type. Vendor shall be required to provide work in process and production volumes as specified by DOR.

7.5.7 Verification: Forms and checks must be screened for completeness and accuracy prior to being processed, as described in Appendix D – Processing Guidelines.

7.5.8 Document Locator Number (DLN): Documents and Checks - each primary document (return, form, voucher, billing letter) must be assigned a unique Document Locator Number (DLN). The sixteen-digit DLN is designed to uniquely identify each document. DOR will provide the DLN layout and range. A DLN cannot be duplicated in a given day. All associated payments must have the DLN of the associated document annotated on the image (if deposited via Image Cash Letter) and sprayed on the check. Vendor must ensure that DLNs are legible.

7.5.9 Batching Documents: DOR currently batches like documents together generally in groups of 50 (can be more or less depending on types of documents) for transmittal to the DOR tax processing system. Example of “like” documents is Sales Tax Returns (Form 72-010) where the taxpayer is sending in a return with remittance (check). These documents would be batched together in a preferred stack of 50 transactions to meet the input channel requirements of the DOR tax processing system. These “like” documents will be preceded by a batch header that identifies to the DOR tax processing system that it is about to receive a grouping of documents that can be identified and edited according to the input channel process rules for that type of batch.

DOR batching and processing rules and procedures are included in Appendix D. The vendor should propose how they would meet or revise those rules to process the mail efficiently. Proposed revisions to current batching and processing rules will be evaluated with any additional level of effort from DOR to accommodate those changes and the efficiencies gained.

7.5.10 Pulling Documents: Prior to destruction of the paper documents, DOR may request that the vendor pull documents to verify the complete submission was imaged/scanned or to verify some data on the submission that is unable to be read on the image. The vendor should describe how they intend to meet this requirement.

7.5.11 Disposition of Documents: Vendor shall keep the documents received in good condition. Under no circumstances are documents to be defaced. Exceptions and DOR misdirected mail must be delivered within one (1) business day to DOR at the following address: 500 Clinton Center Drive, Clinton, MS 39056.

7.5.12 Remote Batches: Batches of documents and checks from DOR district offices must be incorporated into the batches of mail processed by the Vendor. The

remittances should be included in the deposit and the return data keyed and uploaded into the DOR tax management system.

Batches of documents and checks from the Alcohol Beverage Control Office (ABC) must be incorporated into a deposit with document data keyed and uploaded into the DOR tax management system. However, the ABC deposit must be made into a different bank account.

7.6 Remittance Processing/Bank Depository Service:

7.6.1 Remittance Processing: DOR's integrated tax processing system allows check batches to post before the form data is keyed if a return is not present. Transactions that contain payments without a return are prepped to run the check with a voucher (typically sent in with check by customer or taxpayer) with the form keyed after the check is deposited. All form types post to the integrated tax system. Vendor to remit cash and related documents to us (Pre-Edit). Vendor shall process a single check to multiple form or document types as well as multiple checks to a single form or document type and multiple checks to multiple documents. Processing of a remittance must be with either a return or a voucher/coupon.

7.6.2 Financial Accounting Procedures: The Vendor shall deposit funds collected daily into an account at a bank designated by DOR's Accounting Section. The Vendor shall provide DOR with deposit and other related reports as directed by DOR. See Appendix E for current reports. Vendor should fully describe their deposit procedures and reporting capability.

All checks must be restrictively endorsed for deposit to the DOR account and sprayed with an audit trail to include the deposit date, DLN, and check amount. This audit trail information must be annotated on the image. Vendor must check their process regularly to ensure that the restrictive endorsement and audit trail are legible on all checks processed.

Deposits must be made via Image Cash Letter with the accompanying x9.37 file. The Vendor shall include testing time with the DOR's banks in their proposed project plan in order to ensure deposits work properly.

Vendor should describe the controls they plan to have in place over checks after they are processed.

7.6.3 Cash: Cash is an acceptable form of payment but does not often get delivered by mail. If the Vendor receives any cash in the DOR's mail, it should be accounted for and delivered to DOR with the accompanying documents. The vendor should describe their method(s) of controlling any cash received.

7.7 Data Capture Services:

7.7.1 Data Capture: Vendor shall be required to capture data from various forms of barcodes, handwritten and machine printed forms, correspondence and checks. Vendors' software should read the barcode of any vouchers, forms, and letters, where applicable for more efficient processing. DOR currently utilizes 1D barcodes with interleaved 2 of 5 format and 3 of 9 format, 2D barcodes and QR codes.

Vendor shall provide test files for both data and images as required by DOR in the provided file formats/layouts prior to production at no cost to the State or DOR to ensure successful transmission of data to DOR's integrated tax system, data warehouse and image repository. The Vendor must also be prepared to test for form changes, tax system service packs and upgrades as well as "fixes" for return problems. Form changes and service packs typically occur 2-4 times per year but could be more frequent. System upgrades typically occur once every 2-3 years but could be more frequent. A "fix" could potentially occur at any point during the year once an issue is identified with a return or the data being captured for the return. The vendor should plan to be able to image, scan and key a batch of test items at any time and provide that data to a testing environment instead of the live production environment.

7.7.2 Data Entry Verification: DOR is requiring at least a 98% data accuracy rate. The vendor should fully describe their method of providing accurate data. This description should include their method(s) for scanning and keying data along with their controls and quality assurance processes. This should include but not be limited to their methods for determining which fields are re-keyed, which types of data get validated and what errors might be sent back to DOR to resolve.

7.7.3 Processing Dashboard: The Vendor shall provide information to DOR of work in process, work on hold, types and numbers of returns processed, number of exceptions, and any other type of data pertinent to DOR's decision making process, preferably in some type of online dashboard. The information must be updated daily. The Vendor should fully describe their method of making this information available to DOR.

7.7.4 Output Files: Output files must be formatted to a pre-defined format for processing into DOR's integrated tax processing system, data warehouse, and image repository systems as well as comply with the Image Cash Letter requirements for DOR's banking institutions. There will be multiple output locations including but not limited to DOR's integrated tax management system (MARS), DOR's vehicle registration and title system (MARVIN), bank deposits, and DOR's image repository.

7.8 Imaging Services:

7.8.1 Document Preparation: Scanning must include straightening (removing folds and wrinkles), removing all fasteners (paper clips, staples, etc.), and taping, repairing, trimming and placing documents in a designated order.

7.8.2 Image Capture: All documents must be scanned, including all attachments and envelopes. Documents and checks must be duplex scanned (i.e., front and back) with no utilization of "Drop Out" technology. Documents are of multiple sizes, up to 8 1/2" by 14" and some will contain various background colors. Documents must be kept in order during scanning and may, depending on the job request, require re-assembly after scanning.

All images must be an exact readable copy of the original documents, with no deletions and/or re-insertions of forms or background templates. Vendor shall implement a quality control procedure to verify that all documents are properly imaged thereby, 100% verification of images is required as an SLA to eliminate overlapped documents, folds, etc., and to ensure readability of each document imaged.

Image quality is especially important for remittances. Readable images of remittances with security backgrounds or images of money orders are traditionally difficult to capture. The vendor should ensure their software can capture readable images. (Vendor software must have the ability to delete any blank images that are scanned.)

Gray scale or color images may be used to improve the read quality of the forms and checks during processing, but all images will be exported in 200 DPI bi-tonal format.

7.8.3 Minimum Required Indices:

For Checks: DLN (16 digit defined by DOR).

For Returns/Forms: DLN (16 digit defined by DOR), primary tax identification number, secondary tax identification number, period covered.

Note: DLN is the main index used to track the item (return/form/check) within DOR's application.

7.8.4 Image and Data Export / Retention: Vendor shall transmit encrypted images and data on a daily basis by secure FTP to a specified location. Vendor shall provide the sFTP server. Vendor shall maintain a secured backup of the images and data for a maximum of sixty (60) calendar days after delivery of data and images to DOR to provide recovery ability in the event of a disaster or unforeseen circumstances. Vendor shall properly and promptly delete and destroy the confidential images and data immediately following the sixty (60) day retention period. Confidential image and data includes data and images containing PII, STI or any other confidential information identified by DOR. The

minimum-security criteria with which Vendor shall comply for image and data transmission and retention are defined in Appendices J and K.

The Image and data Export file layouts are not included with this RFP, but will be provided to the Vendor after contract award. All images must be output in 200 DPI bi-tonal TIFF 4 format. All pages associated with a document (return/form/voucher/check/billing/letter/envelopes/all attachments) must be output with a separate front and back TIFF image. All front and back images will be transmitted. Only processed images, documents and checks need to be transmitted (no rejects).

7.8.5 Image Export Audit: DOR will send Vendor a daily file containing control records for each individual image file picked up from the shared network drive each processing day. Vendor shall reconcile each record to the images written to the drive and promptly resend any missing image files to the shared directory for pickup by DOR.

7.9 Data Document Destruction Services:

Destruction of data and images must comply with DOR's data destruction standards and policies in Appendices J and K, as well as the provisions in NIST SP800-88R1 on data destruction requirements.

Document destruction should be accomplished in a NAID certified destruction facility according to the guidelines set in Appendix I - Tax Due Dates and Document Retention Schedule.

All documents and envelopes not retained must be set aside for pickup by the department in a manner that complies with Appendices J and K.

Vendor will be responsible for safe and expeditious forms courier services, data destruction services, image destruction services, and accounting/reporting of forms and data destroyed.

7.10 Data Migration Services: If data migration is incomplete at the time of contract expiration or termination, whichever is earlier, Contractor shall provide all processed and unprocessed data and materials to DOR at no extra charge to the State within 30 days.

7.11 Additional Requirements: DOR acknowledges that the specifications within this RFP may not be exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify any additional components may be needed and are proposed in order to complete each configuration.

7.12 Project Work Plan: Contractor must submit a high-level Project Work Plan that outlines the overall strategy and approach to providing the requested services. The Plan must contain all significant work steps required for provision of the requested services. Timeframes must be specified in terms of work days or weeks after contract signing. DOR's expectation is for full implementation of all document types to take approximately one (1) year. The Plan must include all tasks to be accomplished all project deliverables and associated timelines, including implementation, acceptance testing, schedule for actual testing and go-live date(s). The Plan must also include estimates for resources needed from the DOR including, but not limited to, personnel time, knowledge base or expertise level for those personnel, equipment and any other resources needed for the project. DOR expects a more detailed plan to be worked through with the vendor's project manager after contract award.

20. Service Level Agreement (SLA): Daily Management Reports are essential to manage the work of incoming mail, images and deposits. These should include:

- Daily processed mail,
- Unprocessed mail,
- Issues needing resolution,
- Other information as needed to manage incoming mail.

Quarterly management meetings should be held to review any outstanding issues as well as review the status during the quarter for meeting the SLA requirements.

Peak and Non-Peak periods are determined by DOR by tax type surrounding the due dates for each type tax as shown in Appendix I.

Non-Peak (See Tax Due Dates in Appendix I)

- a. Process all payments received per business day, or a minimum of 5,000 payments if more than 5,000 are received.
- b. Process all transactions* within one (1) business day of receipt
- c. Cutoff for data transmission to DOR is 4:45pm CT.
- d. At least one bank deposit per state business day for each account (all payments and remittances received that day deposited into same account) before the cutoff for the bank item processing window. DOR currently deposits at 10:00 and 2:00 each day.

Peak (See Tax Due Dates and Peak Processing times in Appendix I)

- a. Process all payments received per business day, or a minimum of 20,000 payments if 20,000 or more are received.
- b. Process all transactions* within the number of business days of receipt based on the tax type as listed in Appendix I.
- c. Cutoff for data transmission to DOR is 4:45pm CT.
- d. At least one bank deposit per state business day for each account (all payments and remittances received that day deposited into same account) before the cutoff for the bank item processing window. DOR currently deposits at 10:00 and 2:00 each day.

***NOTE** - A transaction is defined as any of the following:

- a return with or without remittance including all accompanying schedules,
- a voucher with remittance,
- a coupon with remittance, or
- any correspondence or attachments submitted to DOR.

If a submission from a taxpayer is missing information (such as a remittance without a voucher), it does not meet the standard for a transaction and cannot be held to the processing time until all required information is available.

Quality Measures/Service Level Agreements:

Scanning	Measure/Requirement
Page Level	98% page level accuracy (accurately creating readable images of all pages in a submission)
Data Entry	Measure/Requirement
Critical/Non-Critical Fields	98% accuracy on the aggregated field-level for data captured

21. Price: Please thoroughly describe your pricing strategy including any deliverables during the initial project implementation as well as ongoing pricing for processing all types of documents listed in Appendix F.

The Vendor must describe the change order pricing and strategy if DOR requires additional functionality that may be within the capability of the proposed system's existing programming or if DOR requires additional functionality that requires modification of the proposed system's programmed code and/or the addition of new programming.

The Vendor agrees that one percent (1%) per day will be deducted from the vendor's invoice when documents are not processed within the contracted time (see SLAs in Section 8 of Attachment A). If the vendor falls below the 98% accuracy rate for the invoice period, one percent (1%) of the total will be deducted from the vendor's invoice.