



## **RFP #3120001910**

### **Hauling Alcoholic Beverages within the Jackson Metropolitan Area**

Issue Date: 01/17/2020

#### **Closing Location**

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

#### **PROPOSAL COORDINATOR**

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#### **Closing Date and Time:**

Proposals must be received by February 25, 2020 12:00 p.m. (CST)

*To provide a freight, hauling and delivery plan for the distribution of alcoholic beverages for the Alcoholic Beverage Control Distribution Center ("Department," "State" or "ABC") located at 1286 Gluckstadt Road, Madison County, Mississippi to all licensed ABC permittees located in Hinds or Rankin Counties and in the southern portion of Madison County, excluding permitted locations located in the municipal limits of the cities of Canton and Flora.*

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## RFP Response Checklist

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RFP Response Checklist: The items should be included in your response to RFP No. **3120001910**.

\_\_\_\_\_ 1) One (1) clearly marked original response and one (1) identical copy of the complete proposal.

- a) Label the front and spine of the three-ring loose-leaf binders with 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 binders.
- c) DO NOT include a copy of the RFP in the binders.
- d) DO NOT include your business name or any identifying information in your response to the Technical Factors and Program Management Factors (part of the Technical Proposal in **Attachment J**)

- \_\_\_\_\_ 2) Attachment A - Proposal Cover Sheet
- \_\_\_\_\_ 3) Attachment B - Certification to Sign on Behalf of the Company
- \_\_\_\_\_ 4) Attachment C - Proposal Form # 1 – ***Metro Hauling***
- \_\_\_\_\_ 5) Attachment D - References
- \_\_\_\_\_ 6) Attachment E - Reference Score Sheet # 1
- \_\_\_\_\_ 7) Attachment F - Reference Score Sheet # 2
- \_\_\_\_\_ 8) Attachment G - Acknowledgement of Amendments
- \_\_\_\_\_ 9) Attachment H - Secretary of State Acknowledgment
- \_\_\_\_\_ 10) Attachment I - Conflict of Interest Disclosure Statement
- \_\_\_\_\_ 11) Attachment J - Technical Proposal
- \_\_\_\_\_ 12) Insurance Certificate

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

**1.0 Scope of Services:**

The Department of Revenue (referred to as “DOR” or “Department”) is hereby requesting written proposals to provide a freight, hauling and delivery plan for the distribution of alcoholic beverages for the Alcoholic Beverage Control Distribution Center (“Department,” “State” or “ABC”) located at 1286 Gluckstadt Road, Madison County, Mississippi to all licensed ABC permittees located in Hinds, Rankin Counties and in the southern portion of Madison County, excluding permitted locations located in the municipal limits of the cities of Canton and Flora.

The DOR will receive proposals from proposers having specific experience and qualifications in the area identified in the solicitation. For consideration, each proposal for the project must contain evidence of the company’s experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by the DOR may be included elsewhere in the solicitation. Unless otherwise stated, all offerors shall provide references, illustrative examples of similar work performed, and any other information that clearly demonstrates the offeror’s expertise in the area of the solicitation.

The contract awarded will be a fixed price agreement.

**2.0 Characteristics of Work**

The contractor shall be tasked with the shipping of alcoholic beverages from the ABC Distribution Center located in Madison County, Mississippi, to alcohol beverage permittees located in the Jackson Metro Area.

**3.0 General Terms of Contract**

The term of the contract shall be from July 1, 2020 through June 30, 2024.

**4.0 Procurement Time Line**

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

**A. Request for Proposal Issue Date:**

**01/17/2020; 9:00 am CST**

<b>B. First Publication:</b>	01/17/2020
<b>C. Second Publication:</b>	01/24/2020
<b>D. Deadline for Submission of Questions:</b>	01/31/2020; 5:00 pm CST
<b>E. Last Day Answers Posted to Website:</b>	02/05/2020 5:00 pm CST
<b>F. Proposal Packet Submission Deadline:</b>	02/25/2020; 12:00 pm CST
<b>G. Proposal Opening:</b>	02/25/2020; 2:00 pm CST
<b>H. Evaluations:</b>	03/02-06/2020
<b>I. Award Notification:</b>	03/12/2020
<b>J. Debriefing Request Date:</b>	03/17/2020
<b>K. Protest Deadline:</b>	03/19/2020; 12:00 pm CST
<b>L. Submission to PPRB Deadline:</b>	04/01/2020
<b>M. PPRB Meeting Date:</b>	05/06/2020
<b>N. Projected Contract Date:</b>	07/01/2020

## **5.0 Eligibility Requirements**

### **5.1 Qualifications of Proposer**

The proposer may be required before the award of any contract to show to the complete satisfaction of DOR that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The proposer shall be required to give a past history and references in order to satisfy DOR in regard to the proposer's qualifications. DOR 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 DOR all information for this purpose that may be requested. DOR reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy DOR that the proposer properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror's qualifications shall include:

- (1) The offeror's operational plan for performing the required services;

- (2) The ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personal proposed to be assigned to perform the services;
- (3) The personnel, equipment and facilities to perform the services currently available or demonstrated to be made available at the time of contracting;
- (4) A record of past performance of similar work; and,
- (5) Price.

Qualifications will be based on the provisions of the following subsections under Eligibility Requirements 5.0.

## **5.2 References**

As part of its proposal, each proposer must furnish contact information of at least four current references on Attachment E. 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 two year period. Failure to list a qualifying client may result in rejection of prospective proposer’s proposal. DOR 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 DOR requires the provision of a minimum of four (4) references, proposer may submit as many references as desired. References will be contacted in order listed until at minimum two references have been interviewed. Proposers are encouraged to submit additional references to ensure that at least two 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. DOR will not seek to correct erroneous contact information or track down references.

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

## **5.3 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 J**. Business

longevity information must be provided as part of the proposal packet submitted for consideration.

#### **5.4 Contractor Minimum Requirements:**

Each proposer must have personnel who are experienced and qualified to perform the duties as required by DOR including, but not limited to the following:

- A. Provide sufficient physical equipment of all kinds, including but not limited to, motor vehicles necessary to haul the required merchandise. In the past, carriers have needed the availability of 5-10 trucks available at any time on a daily basis depending upon the size of the vehicle to accomplish the deliveries. Also, offeror should be aware that, due to restrictions of the owner of the location of some permitted businesses or the parking restrictions of some municipal authorities or due to the physical limitation of the permitted location, some locations may not be accessible for delivery by a tractor trailer at or near the permittee. Such restrictions may require the use of a hand truck or dolly for delivery or the use of a truck smaller than a tractor trailer for deliveries to such restricted locations;
- B. Provide sufficient drivers for delivery of the required merchandise within the aforesaid area in accordance with the provisions of the contract;
- C. Provide for secured yard storage of loaded trucks; include a description of the terminal owned or leased with proposal.

The price submitted shall reflect both the price per case shipped and the fuel adjustment schedule.

#### **5.5 Insurance Requirements**

Prior to the start of the contract period the metro hauling provider must provide the DOR Proposal Coordinator with all applicable certificates from its insurer(s) certifying they have all licenses required for carrier to do business in Mississippi. Additionally, ABC shall be named as an additional insured on such required coverage. Such insurance must include the following:

- A. No less than \$1,000,000.00 per occurrence Comprehensive General Liability. DOR shall be named as an additional insured on the policy.
- B. Cargo Insurance in the amount of \$100,000 dollars per truckload
- C. Compliance Bond in the amount of \$50,000 dollars
- D. The provider shall maintain in effect throughout the contract period workers' compensation insurance sufficient to meet or exceed the statutory minimum requirements of the State of Mississippi covering all persons performing work

under this contract. The provider shall be prepared to provide evidence of required workers' compensation insurance upon request by DOR at any time during the contract period.

Proposer understands should the minimum amounts listed above prove to be inadequate at any point during the contract period; proposer will be required to obtain adequate insurance.

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

## **5.6 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 DOR that it has been awarded the contract. Please complete the Secretary of State Acknowledgement form included in **Attachment H**.

## **6.0 Procurement Methodology**

### **6.1 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. DOR 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 DOR. DOR 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.

### **6.2 Proposer Rules of Procurement**

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

### **6.3 Procedure for Answering Questions**

- A. All questions concerning this Request for Proposal or the proposal process must be submitted by 5:00 p.m., on 1/31/2020 to:

[BidQuestions@dor.ms.gov](mailto:BidQuestions@dor.ms.gov)

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

Erica Greenwood, Contract Analyst, SR  
Email: [erica.greenwood@dor.ms.gov](mailto:erica.greenwood@dor.ms.gov)

### **6.4 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 DOR; 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 DOR personnel directly involved with the procurement activity.

### **6.5 Late Submission**

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. Late proposals or responses shall remain sealed and be maintained as part of the procurement file.

## **6.6 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.

## **6.7 Amendments to the RFP**

Amendments to the RFP will be identified as such. Amendments will reference the portions of the RFP that it amends. Amendments will be sent to all prospective proposers that received an RFP. Each vendor shall acknowledge receipt of amendments by completing and signing the Acknowledgement of Amendments form included in **Attachment G** hereto. The Proposal Coordinator of DOR will post the Amendment by number on DOR website [www.dor.ms.gov](http://www.dor.ms.gov) in a manner all proposers will be able to view. Respondents shall rely only on communication from the Proposal Coordinator of DOR in submitting proposals and obtaining amendments. The DOR'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.

Additionally, each proposer shall complete **Attachment G**, Acknowledgements of Amendments, and include as part of its proposal packet.

## **6.8 Opening Procedures**

Proposals will not be opened publicly. Proposals will be made available for inspection only after award of contract.

## **6.9 Competitive Negotiation**

The proposal method to be used is that of competitive negotiation from which DOR 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, DOR 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.

## **6.10 Proposal 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 factor for selecting the best proposal are the following:

**Technical Factor** (Plan to Address the Services Required by the Agency)  
**(20 points, or 20%)**

Does the offeror document a plan to administer and manage our contract including secured yard storage and providing sufficient drivers, etc.? – **4 points (4%)**

Does the offeror have a track record of managing high-volume deliveries and double shipments? – **4 points (4%)**

Does the offeror document a record of reliability in shipping and delivering alcoholic beverages in timely manner? – **4 points (4%)**

Does the offeror document a plan to ensure protection of products? – **4 points (4%)**

Does the offeror document a plan to transition from the current contract that is in place to your contract? (Current vendor should address from the perspective of not having the current contract) – **2 points (2%)**

Has the offeror clearly documented their plan to meet the Agency's needs? Does the offeror believe they will be ready to handle the volumes associated with the Agency with minimal transition time? – **2 points (2%)**

**Definition of Technical Factors**

*The overall quality of the proposed plan (the plan should reflect an understanding of the project and its objectives) and the ability to perform the services as reflected by the completion of the technical proposal and submission of redacted resumes of the key personnel. Consideration will be given to the completeness of the responses to the specific requirements of the solicitation.*

**Project Management Factor:** (Plan to address the experience, qualifications and financial stability required by the Agency) **(45 points, or 45%)**

Does the offeror document information regarding their organization, staffing pattern, staffing qualifications and management support that will enhance the ability of the offeror to provide services? – **5 points (5%)**

Does the offeror document number of years of experience with providing types of services specified in Section 1.0 Scope of Services, Section 2.0 Characteristics of Work, Section 5.4 Contractor Minimum Requirements and Section 8.2 Carrier Responsibilities? – **10 points (10%)**

Does the offeror have a record supporting a history of the quality of the hauling services provided? – **10 points (10%)**

Does the offeror document initiatives/programs/benefits that will minimize turnover and absenteeism? – **5 points (5%)**

Does the offeror document information regarding prescreening procedures for employees? Identify what prescreening procedures are included in the cost proposal. – **5 points (5%)**

**Personnel:** Does the offeror document personal experience of all key personnel, including the account manager, who will be involved in providing the services contemplated by this RFP? Offeror must provide resumes for all 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. – **5 points (5%)**

**Financial Capacity Information:** Does the offeror have sufficient financial resources to meet obligations? Vendor 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. Vendor may also be required to provide additional financial information upon request. – **5 points (5%)**

**Definitions of Project Management Factors**

*The personnel, equipment, facilities and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting as well as a record of past performance of similar work as exhibited by references from other companies serviced within the past two (2) years and other documentation related to vendor's capabilities.*

**Cost Factor: (35 points, or 35%)**

**Price**

Please identify your price per case shipped \_\_\_\_\_. Also note on **Attachment C** of the Proposal Form.

**Definition of Cost Factors**

*The price submitted shall reflect both the price per case shipped and final adjustment schedule.*

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. Prospective contractors must furnish, upon

request of DOR, satisfactory evidence of their ability to provide services in accordance with the terms and conditions in **Appendix A**.

DOR may obtain information about the prospective contractor's ability to meet requirements through references not provided by the proposer, or any other means available. DOR 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 DOR previously and the proposer's responsiveness to issues and concerns.

#### **6.11 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 the Public Procurement Review Board (PPRB).

#### **6.12 Award Notice**

The awards, if made, will be by DOR's evaluation committee within forty-five (45) days after the proposal opening. After DOR makes the awards, 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 via the Mississippi Contract/Procurement Opportunity Search Portal as well as DOR's Agency Website. DOR will not respond to telephone calls requesting the information. All awards shall be subject to **final** approval by the Public Procurement Review Board (PPRB).

#### **6.13 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 DOR will not assume any liability for any such actions.

#### **6.14 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 Proposal Coordinator 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.

## **6.15 Post-Award Vendor Debriefing**

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

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

## **6.16 Proposal Ownership**

All proposals become DOR property. Proposals will be made available for inspection only after award of contract. 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 DOR 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.

## **6.17 Partial Proposals Prohibited**

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

## **6.18 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.

## **6.19 Compensation for Services**

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

## 6.20 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 DOR may have in the proposing organization, and (2) any involvement, financial or otherwise, that any employee, officer of any other governmental agency may have in the proposing organization. Disclosure statement form included in **Attachment I**.

## 6.21 Contract

Awards will not be final until DOR and the proposer have negotiated and executed a written contractual agreement and this agreement is approved by the Public Procurement Review Board. If a contract is awarded, the selected proposer will be required to comply with the terms and conditions, in **Appendix A**, that will be a part of the contract. The resulting contracts shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review's Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://DFA.ms.gov>.

## 6.22 Office Closure Statement

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

## 7.0 Submission Procedures

### 7.1 Procedures for Submitting Proposal

- A. Proposals must be written and formatted based on the forms furnished by DOR, or they may not be considered. Letters will not be considered a part of your 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. Failure to submit a proposal in the manner specified will be considered cause for rejection of proposal. 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 to 500 Clinton Center Dr. Clinton, MS 39056 no later than February 25, 2020 at 12:00 p.m.
- C.** Unless submitted in the Mississippi Accountability System Government Information and Collaboration (MAGIC) system, a packet must be delivered by the time indicated for submission in Section 4.0 of the Procurement Time Line. It must be labeled as noted in (E.) below. If submitted in MAGIC, documents must be signed and scanned in as an attachment.
- D.** DOR reserves the right to decide, on a case-by-case basis, whether to reject with exceptions, modifications or additions within the parameters set by this 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: Erica Greenwood  
Proposal #**3120001910**  
500 Clinton Center Dr.  
Clinton MS 39056  
**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. DOR 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 DOR Proposal Coordinator of such occurrences. Proposals and modifications or corrections thereof received after the closing time specified will not be considered. Any proposals or responses received subsequent to the specified closing date and time shall remain sealed and be maintained as part of the procurement file.

## **7.2 Submission Format**

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

- A.** Attachment A - Proposal Cover Sheet
- B.** Attachment B - Certification to sign on behalf of the company
- C.** Attachment C - Proposal Form # 1 – **Metro Hauling**

**D.** Attachment D - References

**E.** Attachment E - Reference Score Sheet # 1 - *Return with packet unsigned*

**F.** Attachment F - Reference Score Sheet # 2 - *Return with packet unsigned*

**G.** Attachment G - Acknowledgement of Amendments

**H.** Attachment H - Secretary of State Acknowledgement

**I.** Attachment I - Conflict of Interest Disclosure Statement

**J.** Attachment J - Technical Proposal

**Notes on submission format:** DOR asks that the vendor not include identifying information or proprietary information on the pages of their proposal unless that information is necessary in the response to the requirement (e.g. the Letter of Introduction, Executive Summary, References, etc.) As an example, many proposals include the proposer's name as a footnote or header on each page, and that should be avoided in this proposal.

**K.** Insurance Certificate or Letter

## **8.0 Responsibilities and Duties**

### **8.1 DOR Responsibilities**

- (1) Provide daily case totals for each trailer to be loaded.
- (2) Provide Bill of Lading at completion of each load with delivery notes for each drop.
- (3) Provide personnel to load trailers.
- (4) Provide daily starting time for trailer to be spotted in proper door for loading. Please note that the reporting time for loading of trucks at the LDC can vary substantially.
- (5) Provide shipping labels on all cases except for drop shipments, which occur when an order is processed after labels have been printed. All shipping labels shall include store name, address, permit number, item number, order or delivery note number and load number.

## **8.2 Carrier Responsibilities**

If awarded the contract, the Carrier will be required to abide by the following requirements, obligations and responsibilities:

- (1) The carrier shall pay all claims filed with it regarding damaged product within thirty (30) calendar days from the date of filing thereof, pursuant to guidelines found in the current ABC Price Book or justify such non-payment to ABC;
- (2) The carrier agrees that if it at any time does not have enough physical equipment or for any reason whatsoever, except for a Force Majeure Event as defined in the Force Majeure provision contained herein below, it is unable to make delivery of the merchandise, the carrier shall notify ABC immediately. ABC shall then have the right to ship the merchandise by public carrier to the designated consignee, and ABC may at its option treat such inability as a breach of contract and may immediately enter into a contract for delivery of such merchandise with other parties. Carrier is responsible for any additional costs incurred by ABC in such instances as a measure of contract damages and agrees to pay such on demand.
- (3) The carrier agrees that if the merchandise has been tendered to it for delivery and it does not have enough physical equipment or for any reason whatsoever, except for a Force Majeure Event as defined in the Force Majeure provision contained herein below, it is unable to make delivery or if delivery is going to be delayed, the carrier must notify ABC immediately of the affected customers. Further, carrier agrees that if the product has been loaded on its trucks, it will cooperate in such instances and assist ABC in unloading/loading the product on vehicles retained by ABC to make the deliveries. Carrier is responsible for any additional costs incurred by ABC in such instances as a measure of contract damages and agrees to pay such on demand.
- (4) The carrier agrees that it will hold ABC harmless by reason of any failure to deliver as a result of any automotive wreck or accident of any kind, whether or not such wreck or collision is due to the negligence of carrier's agents, servants, or employees.
- (5) At all times when carrier's employees are on the grounds of the Liquor Distribution Center (LDC) and when making deliveries to permittees, all of carrier's employees must wear and display in a visible place on their clothing a photograph identification badge issued by the carrier. The badge shall contain such information and be in a form acceptable to ABC.
- (6) The carrier agrees to provide a current, updated list throughout the contract period of all management personnel with telephone numbers whom the ABC Division may contact, if necessary.
- (7) All trucks shall report to the LDC at a specified time for loading. ABC reserves the right to reasonably adjust shipping and loading schedules as it deems necessary.
- (8) Trucks shall be removed from the loading area immediately after loading is completed. The carrier will provide a trailer spotter who must be available during the entire loading process.
- (9) The carrier is responsible for counting load or accepting ABC's load and count document. Carrier is responsible for breakage and shortages once the document is

signed except that which is noted on the load and count document prior to departing ABC. Once the load is accepted by the carrier's employee, the only damage compensation that ABC is responsible for is dry, concealed damage.

- (10) Unless otherwise provided in this contract, the carrier must guarantee next workday delivery in Hinds and Rankin Counties and in the southern portion of Madison County, excluding permitted locations located in the municipal limits of the cities of Canton and Flora. At the time of delivery to the permittee the carrier must obtain a delivery signature from the permittee or his representative confirming date of delivery and receipt of the cases listed on the bill of lading. Carrier agrees to provide such documents evidencing proof of delivery to ABC upon request.
- (11) The carrier must guarantee to receive and deliver double shipments on days when required by ABC. The Department acknowledges that in the case of double shipments, delivery by the next workday may not be possible, but the carrier is to make all reasonable efforts to deliver double shipments by the next workday, and if such delivery is not possible, to complete delivery by the end of the second workday.
- (12) The carrier must deliver to permittees (cosignee) between the hours of 10 a.m. and 10 p.m. unless otherwise specified.
- (13) The carrier must adopt a delivery schedule to reasonably accommodate permittees when possible.
- (14) The carrier must secure ABC approval prior to returning merchandise to the LDC if return of the merchandise is requested by the permittee. In the event of a merchandise return authorized by ABC at the permittee's request, the cost of return that the carrier charges the permittee shall never exceed the cost of the delivery charge that ABC pays the carrier for the item(s) returned. For ABC to maintain proper control and other mandated requirements, the carrier must return any cases that are miss-shipped, any product that is damaged by the carrier and not accepted by the permittee, and any extra cases (overages) found on the trucks. Return of this product must occur within five (5) working days.
- (15) The carrier must pick up and return merchandise as requested by the ABC within five (5) working days of notification.
- (16) The carrier must maintain a complaint and commendation file, which shall be presented to ABC yearly or upon request.
- (17) The carrier agrees to deliver each workday (Tuesday – Friday) (Monday as requested) except for the following six (6) holidays: (1) New Year's Day; (2) Memorial Day; (3) Independence Day; (4) Labor Day; (5) Thanksgiving Day; and (6) Christmas Day. Observance of holidays and holiday pick-up and delivery schedules must be in agreement with ABC. The carrier will be notified by ABC with as much advance notice as ABC can reasonably provide on pick-up and delivery schedules for holidays.
- (18) In emergency situations, delivery by the carrier to permittees will be required on Saturdays and holidays. In the event a Saturday or holiday delivery is required due to any situation for which ABC is responsible for the same, ABC will be liable for

no more than double the delivery rates in effect. Further, this provision operates as a limit on ABC's liability for Saturday and holiday delivery and is not intended as a negotiated rate of payment for a Saturday and holiday delivery. In the event a Saturday or holiday delivery is required due to any situation for which the carrier is responsible, current delivery rates in effect will apply.

## **Appendix A**

### **Terms and Conditions**

#### **Anti-Assignment/Subcontracting**

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

#### **Applicable Law**

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

#### **Approval Clause**

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

#### **Attorney's Fees and Expenses**

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

#### **Authority to Contract**

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any-kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

**Availability of Funds**

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

**Certification of Independent Price Determination**

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

**Change in Scope of Work**

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

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

**Compliance with Laws**

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

**Confidential Information**

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

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

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

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

#### **Contractor Personnel**

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

#### **Debarment and Suspension**

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

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

**Disclosure of Confidential Information**

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

**E- Payment**

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated Section § 37-7-301 *et seq.*

**E-Verification**

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

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

**Failure to Deliver**

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the DOR, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the DOR may have.

**Failure to Enforce**

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

**Force Majeure**

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

**Independent Contractor Status**

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

**Integrated Agreement/Merger**

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by the Department and the Contractor. The Contractor acknowledges that it has thoroughly read all Contract Documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the Department or the Contractor on the basis of draftsmanship or preparation hereof.

**Notices**

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

For Contractor: Name, Title, Contractor, and Address

For the Agency:

Mississippi Department of Revenue

Herb Frierson, Commissioner

P O Box 22828

Jackson MS 39225

**Oral Statements**

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

**Ownership of Documents and Work Papers**

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

**Paymode Clause**

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited

into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

### **Price Adjustment Clause**

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

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

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

### **Procurement Regulations**

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

### **Prospective Contractor's Representation Regarding Contingent Fees**

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

### **Record Retention and Access to Records**

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

**Recovery of Money**

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

**Representation Regarding Contingent Fees**

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

**Representation Regarding Gratuities**

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

**Severability**

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

**Stop Work Order**

**(1) Order to Stop Work:** The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

**(2) Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate

adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and,

(b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

**(3) Termination of Stopped Work:** If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

**(4) Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

#### **Termination for Bankruptcy**

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

#### **Termination for Convenience Clause**

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

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

#### **Termination for Default Clause**

1. *Default.* If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Department may notify the Contractor in writing of the

delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Department, the Chairman of the Department may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Department may procure similar supplies or services in a manner and upon terms deemed appropriate by the Department. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Department, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the Department has an interest.

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

4. *Excuse of Nonperformance or Delayed Performance.* Except with respect to defaults of contractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Department within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Department shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the Department under the clause entitled Termination for Convenience.

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

6. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

### **Third Party Action Notification**

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

### **Trade Secrets, Commercial and Financial Information**

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

### **Transparency Clause**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.*, and Mississippi Code Annotated. § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.*... Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

### **Unsatisfactory Work**

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

### **Waiver**

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

**Appendix B**  
**Proposal Package**  
**Metro Hauling**

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

## Attachment A

### Proposal Cover Sheet

The Department of Revenue (referred to as “DOR” or “Department”) is hereby requesting written proposals to provide a freight hauling and delivery plan for the distribution of alcoholic beverages for the Alcoholic Beverage Control Distribution Center (“Department,” “State” or “ABC”) located at 1286 Gluckstadt Road, Madison County, Mississippi to all licensed ABC permittees located in Hinds or Rankin Counties and in the southern portion of Madison County, excluding permitted locations located in the municipal limits of the cities of Canton and Flora.

Proposals are to be submitted as listed below, on or before 12:00 p.m. CST on February 25, 2020.

#### PLEASE MARK YOUR ENVELOPE:

**Mississippi Department of Revenue  
Attention: Erica Greenwood  
PROPOSAL #: 3120001910  
500 Clinton Center Drive  
Clinton, MS 39056  
SEALED PROPOSAL – DO NOT OPEN**

NAME OF COMPANY \_\_\_\_\_

QUOTED BY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

FEIN # (if company, corporation or partnership): \_\_\_\_\_

SS # (if individual): \_\_\_\_\_

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

What year was your company started? \_\_\_\_\_

How many qualified employees do you employ? \_\_\_\_\_

## Attachment B

### Certification

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

1. That he/she has thoroughly read and understands the terms and conditions in Appendix A, instructions and specifications for the 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: \_\_\_\_\_

## Attachment C

### Proposal Form for Metro Hauling

Proposal Number: **3120001910**

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.

Price per case shipped (est) \_\_\_\_\_

Fuel Surcharge per case\_\_\_\_\_

**(Proposer must provide a schedule of Fuel Surcharges)**

Total charge per case \_\_\_\_\_

Exceptions and/or Deviations? Yes\_\_\_ No\_\_\_

.....

Company: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_ Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail Address\_\_\_\_\_

## Attachment D

### References

#### **REFERENCE #1**

Name of Company: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Alternative Contact Person (optional): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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#### **REFERENCE # 2**

Name of Company: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Alternative Contact Person (optional): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**REFERENCE #3**

Name of Company: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Alternative Contact Person (optional): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

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**REFERENCE #4**

Name of Company: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Alternative Contact Person (optional): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

## Attachment E

### Metro Hauling

#### Procurement Reference Score Sheet # 1

*(Return with packet unsigned)*

#### TO BE COMPLETED BY DOR STAFF ONLY

**Company Name:** \_\_\_\_\_

**Reference Name:** \_\_\_\_\_

**Person Contacted, Title/Position:** \_\_\_\_\_

**Date/Time Contacted:** \_\_\_\_\_

**Service From/To Dates:** \_\_\_\_\_

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

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

**Score:** Pass/Fail

Do you have any business, professional or personal interest in the vendor’s organization? If yes, please explain.	Yes	No
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A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

**Notes:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Called by: \_\_\_\_\_  
Signature Title Date

## Attachment F

### Metro Hauling

#### Procurement Reference Score Sheet # 2

*(Return with packet unsigned)*

#### TO BE COMPLETED BY DOR STAFF ONLY

**Company Name:** \_\_\_\_\_

**Reference Name:** \_\_\_\_\_

**Person Contacted, Title/Position:** \_\_\_\_\_

**Date/Time Contacted:** \_\_\_\_\_

**Service From/To Dates:** \_\_\_\_\_

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

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

**Score:** Pass/Fail

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

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

**Notes:** \_\_\_\_\_

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Called by: \_\_\_\_\_  
Signature Title Date

**Attachment G**  
**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. \_\_\_\_\_

_____	_____
<b>Printed Name</b>	<b>Company Name</b>

\_\_\_\_\_  
**Signature**

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There were no amendments associated with **Proposal #**\_\_\_\_\_.

_____	_____
<b>Printed Name</b>	<b>Company Name</b>

\_\_\_\_\_

\_\_\_\_\_  
**Signature**

**Attachment H**  
**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.

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We, \_\_\_\_\_  
(Vendor Name)

\_\_\_\_\_ will register before the start of the contract and provide proof.

\_\_\_\_\_ will not register.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Attachment I**  
**Conflict of Interest**  
**Disclosure Statement**

Conflict of Interest – Involvement, financial or otherwise, that an employee, officer, or agent of DOR 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:

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\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

## **Attachment J**

### **Technical Proposal**

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

**1.0 Letter of Introduction:** An individual authorized to legally bind the Vendor 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 Vendor 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 Vendor to provide the services relative to the RFP.

**2.0 Executive Summary:** The Vendor 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 Vendor should include statements that demonstrate the understandings of services required as noted in Section 1.0 Scope of Services, Section 2.0 Characteristics of Work, Section 5.4 Contractor Minimum Requirements and Section 8.2 Carrier Responsibilities.

**3.0 Business and Directory Information:** Vendor must provide the following:

- (a) Name of Business (Official Name and D/B/A)
- (b) Business Headquarters (include Address, Telephone, and Facsimile)
- (c) If a Division or Subsidiary of another organization provide the name and address of the parent
- (d) Billing address
- (e) Name of Chief Executive Officer
- (f) Customer Contact (include name, title, address, telephone, toll-free number, facsimile and e-mail)
- (g) Company web site
- (h) Type of Organization (i.e. Sole Proprietor, Corporation, Partnership, etc. –should be the same as on the Taxpayer ID Form)
- (i) Length of time in business
- (j) Annual Sales (for the two most recently completed Fiscal Years)
- (k) Number of full-time employees (average from the two most recent Fiscal Years)
- (l) Type of and description of business
- (m) State of incorporation, state of formation or state of organization
- (n) Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of the RFP
- (o) Identify the Vendor's accounting firm
- (p) Identify your State vendor number
- (q) Identify your Dunn & Bradstreet Number

**4.0 Technical Factor** (Plan to Address the Services Required by the Agency)  
(20 points, or 20%)

**4.1** How do you propose to administer and manage our contract including secured yard storage and providing sufficient drivers, etc.? – **4 points (4%)**

**4.2** How do you propose to manage high-volume deliveries and double shipments? – **4 points (4%)**

**4.3** How do you propose to ensure alcoholic beverages are shipped and delivered in a timely manner? – **4 points (4%)**

**4.4** How do you propose to ensure protection of products? – **4 points (4%)**

**4.5** How do you propose to transition from the current contract that is in place to your contract? (Current vendor should address from the perspective of not having the current contract) – **2 points (2%)**

**4.6** How do you propose to meet the Agency’s demand? Do you believe you will be ready to handle volumes associated with the Agency with minimal transition time? – **2 points (2%)**

**Definition of Technical Factors**

*The overall quality of the proposed plan (the plan should reflect an understanding of the project and its objectives) and the ability to perform the services as reflected by the completion of the technical proposal and submission of redacted resumes of the key personnel. Consideration will be given to the completeness of the responses to the specific requirements of the solicitation.*

**5.0 Project Management Factor:** (Plan to address the experience, qualifications and financial stability required by the Agency) **(45 points, or 45%)**

**5.1** Provide information regarding the Vendor’s organization, staffing pattern, staffing qualifications and management support that will enhance the ability of the Vendor to provide services. – **5 points (5%)**

**5.2** Number of years’ experience with providing types of services specified in Section 1.0 Scope of Services, Section 2.0 Characteristics of Work, Section 5.4 Contractor Minimum Requirements and Section 8.2 Carrier Responsibilities. – **10 points (10%)**

**5.3** Include information supporting a history of the quality of the hauling services the Vendor has provided. – **10 points (10%)**

**5.4** Describe initiatives/programs/benefits that will minimize turnover and absenteeism. – **5 points (5%)**

**5.5** Provide information regarding prescreening procedures for employees. Identify what prescreening procedures are included in the cost proposal. – **5 points (5%)**

**5.6 Personnel:** The Vendor must provide resumes for all key personnel, including the account manager, who will be involved in providing the services contemplated by this RFP. 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. – **5 points (5%)**

**5.7 Financial Capacity Information:** Vendor 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. Vendor may also be required to provide additional financial information upon request. – **5 points (5%)**

#### **Definitions of Project Management Factors**

*The personnel, equipment, facilities and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting as well as a record of past performance of similar work as exhibited by references from other companies serviced within the past two (2) years and other documentation related to vendor's capabilities.*

### **6.0 Cost Factor: (35 points, or 35%)**

#### **6.1 Price**

Please identify your price per case shipped \_\_\_\_\_. Also note on **Attachment C** of the Proposal Form.

#### **Definition of Cost Factors**

*The price submitted shall reflect both the price per case shipped and final adjustment schedule.*

**7.0 Insurance:** The Vendor must provide certificates from its insurer(s) certifying that it has appropriate and comprehensive insurance covering any incident arising from its operation. Please refer to Section 5.5, Insurance requirements.

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**Notes on submission format:** DOR asks that the vendor not include identifying information or proprietary information on the pages of their proposal unless that information is necessary in the response to the requirement (e.g. the Letter of Introduction, Executive Summary, References, etc.) As an example, many proposals include the proposer's name as a footnote or header on each page, and that should be avoided in this proposal.