



RFP # 3120002020

Title Print and Mail Services

Issue Date: 06/25/2020

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 July 24, 2020 12:00 p.m. (CST)

To provide off-site processing services to print and mail vehicle titles on a daily basis. These services shall include converting electronic information to paper format and preparing this information for mailing and delivery to the United States Postal Service.

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RFP Response Checklist

RFP Response Checklist: The items should be included in your response to RFP No. **3120002020**.

- _____ 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 Vendor name and RFP number.
- b) DO NOT include the Vendor 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 K**)

- _____ 2) Attachment A - Proposal Cover Sheet
- _____ 3) Attachment B - Certification to Sign on Behalf of the Company
- _____ 4) Attachment C - Proposal Form # 1 – ***Title Print and Mail Services***
- _____ 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 – Driver Privacy Protection Agreement and Disclosure
- _____ 12) Attachment K - Technical Proposal
- _____ 13) Insurance Certificate

**MISSISSIPPI DEPARTMENT OF REVENUE
REQUEST FOR PROPOSAL
TITLE PRINT AND MAIL SERVICES**

1.0 Scope of Services:

The Department of Revenue (referred to as “DOR” or “Department”) is hereby requesting written proposals to provide off-site processing services to print and mail vehicle titles on a daily basis. These services shall include converting electronic information to paper format and preparing this information for mailing and delivery to the United States Postal Service.

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

DOR issues approximately 910,000 vehicle titles per year that are registered at County Tax collector Offices throughout the state. Within the State of Mississippi, there are 104 County Tax Collector offices that handle vehicle transactions. Additionally, there about 4,600 designated agents that can prepare title applications for DOR. These designated agents include licensed motor vehicle dealers, financial institutions, manufactured home dealers, and County Tax Collector Officers. A new title is issued when a vehicle changes ownership, a lien has been added or removed or a title has been lost, stolen or mutilated. DOR intends to award a Master Agreement for vehicle titling that will reduce the number of times a title is handled by Motor Vehicle Service employees and speed up time for the owner to receive their title.

The awarded vendor must be able to print address and barcodes to qualify mailings for the maximum barcode discounts according to the USPS specification and shall be responsible for the delivery of the documents to the USPS. Vendor will provide paper stock, vehicle title, and envelopes, if necessary. The Vendor shall also continue to provide notices and documents similar to those presently used at DOR, and these documents shall be subject to approval.

DOR will transmit electronic data in a proprietary file format to the Vendor via SFTP protocol, which the awarded Vendor will determine the best method for accommodating this requirement. The Vendor must keep receipt and documentation of destruction of such data and it shall be tracked and logged for historical purposes. These necessary files and a sample of current documents will be available to the awarded vendor.

3.0 General Terms of Contract

The term of the contract shall be from October 2, 2020 through October 1, 2023.

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:	06/25/2020
B. First Publication:	06/25/2020
C. Second Publication:	07/02/2020
D. Deadline for Submission of Questions:	07/07/2020; 5:00 pm CST
E. Last Day Answers Posted to Website:	07/10/2020 5:00 pm CST
F. Proposal Packet Submission Deadline:	07/24/2020; 12:00 pm CST
G. Proposal Opening:	07/24/2020; 2:00 pm CST
H. Evaluations:	07/28/2020
I. Award Notification:	07/31/2020
J. Debriefing Request Date:	08/03/2020
K. Protest Deadline:	08/05/2020; 12:00 pm CST
L. Submission to PPRB Deadline:	08/05/2020
M. PPRB Meeting Date:	09/02/2020
N. Projected Contract Date:	10/02/2020

5.0 Eligibility Minimum 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 project 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 personnel 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 D**. 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 K**. Business longevity information must be provided as part of the proposal packet submitted for consideration.

5.4 Insurance Requirements

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

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

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.

5.5 Registration with Mississippi Secretary of State

By submitting a proposal, the offeror 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**.

5.6 Performance Bond

Prior to the final award of contract, the successful offeror shall submit to the State of Mississippi a Performance Bond in the amount of the approximate number of titles (950,000) times the accepted proposal price. The bond shall be made payable to the State of Mississippi by an authorized surety company, conditioned that the bidder will make deliveries within the times stated and in strict accordance with the provisions of the contract. In the event of the failure of the bidder to comply with the terms of said contract, the amount of said bond shall be forfeited as liquidated damages.

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 7/07/2020 to:
BidQuestions@dor.ms.gov
- B. Questions and requests for clarification must be submitted via email during normal business hours by the deadline reflected in Section 4.0, Procurement Time Line. Questions received after this time will not be considered.
- C. All questions and answers shall be treated as amendments to the 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) 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

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 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 composed of DOR staff will review and assess all responsive proposals submitted. To be considered responsive to the RFP, each proposal must be complete, submitted by the deadline, contain accurate information and contain the minimum expected components described in the RFP such as: proposal package with completed attachments, number of references, business longevity and insurance. 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 evaluation of responsive proposals will be conducted in three (3) phases. The Evaluation Committee will use the following factors (categories) and possible points.

Categories	Possible Points
Phase 1 – Project Management Factor <i>Project Management and Vendor Experience</i>	15
Phase 2 – Technical Factor <i>Vendor Requirements</i>	10
Phase 2 cont. – Technical Factor <i>Vehicle Title Specifications</i>	15
Phase 2 cont. – Technical Factor <i>Vendor Physical Security Requirements</i>	15
Phase 2 cont. – Technical Factor <i>Delivery</i>	10
Total Non-Cost Points	65
Phase 3 – Cost (35 points, or 35%) <i>(35 points will be awarded to the vendor with the lowest price and a prorated amount to the other offerors)</i>	35
Total Cost Points	35
Maximum Possible Points	100

The score will be based on a weighted average with 100 possible points available as shown above. The total score will be determined according to the degree of compliance made in the proposal in meeting each component of the Technical Proposal. Prospective Vendors 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 Vendor'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 Vendors' 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.

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 listed in the Technical Proposal.

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 Vendor 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 Purchasing and Travel 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 Purchasing, Travel 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 Vendor to its provisions and submitted in a sealed envelope or package to 500 Clinton Center Dr. Clinton, MS 39056 no later than July 24, 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 # **3120002020**
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 – **Title Print and Mail Services**
- 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 – Driver Privacy Protection Agreement and Disclosure

K. Attachment K - 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, Project Management and Technical Factors) 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.

L. Insurance Certificate or Letter

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
Title Print and Mail Services

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

Attachment A

Proposal Cover Sheet

The Department of Revenue (referred to as “DOR” or “Department”) is hereby requesting written proposals to provide off-site processing services to print and mail vehicle titles on a daily basis. These services shall include converting electronic information to paper format and preparing this information for mailing and delivery to the United States Postal Service.

Proposals are to be submitted as listed below, on or before 12:00 p.m. CST on July 24, 2020.

PLEASE MARK YOUR ENVELOPE:

**Mississippi Department of Revenue
Attention: Erica Greenwood
PROPOSAL #: 3120002020
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 employee? _____

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 Title Print and Mail Services

Proposal Number: **3120002020**

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.

Item	Quantity *	Total Unit Cost (for printing and mail services)	Total Estimated Annual Amount
Original Title	850,000		
Replacement Title	60,000		
Junk Title	15,000		
Non-Personalized Title	50,000		

*These quantity amounts are based on an estimated number of titles printed annually and does not warrant or represent actual quantities expected during the contract term.

Item	Basis (flat fee/percentage)	Amount
Performance Bond		
Overnight Delivery of Speed Titles – Early AM		
First Class Postage		
Other costs (please specify)		

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: _____

REFERENCE # 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE #3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE #4

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Attachment E

Title Print and Mail Services

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

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

_____.

Called by: _____
Signature Title Date

Attachment F

Title Print and Mail Services

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

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

_____.

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. _____

_____ Printed Name	_____ Company Name
------------------------------	------------------------------

Signature

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

_____ Printed Name	_____ Company Name
------------------------------	------------------------------

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.

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:

Signature

Date

Printed Name

Attachment J
Driver Privacy Protection Agreement



— DEPARTMENT OF —
REVENUE
— STATE OF MISSISSIPPI —

MOTOR VEHICLE LICENSING BUREAU

NOTICE

TO ALL PERSONS REQUESTING INFORMATION FROM MOTOR VEHICLE RECORDS

Please be advised that in accordance with the Federal Driver's Privacy Protection Act, the Mississippi Department of Revenue has promulgated a regulation, Miss Admin Code Title 35.VII.1.01, to protect information contained on motor vehicle records. All employees, agents or contractors of the Department of Revenue must adhere to this policy and not knowingly disclose or make available any information based on a motor vehicle record, except where otherwise permitted in the regulation.

If you wish to obtain information based on an individual motor vehicle record maintained by the Department of Revenue, you must first qualify under the guidelines set by federal statute. To do so, you must complete Form 77-600 and forward to the Department of Revenue for processing. You will receive information concerning the steps you will need to take in receiving the requested information. The information received by the requesting party is privileged information and may not be disclosed to anyone else unless provided for in the regulation. Please note that using the information acquired from motor vehicle records for any use other than a permitted use as defined in the regulation, may subject the offender to criminal fines and other damages.

For any questions, contact your local tax collector or the Department of Revenue.



— DEPARTMENT OF —
REVENUE
—
STATE OF MISSISSIPPI

MOTOR VEHICLE LICENSING BUREAU

MOTOR VEHICLE RECORD INFORMATION REQUEST

You have requested instruction on how to receive information from motor vehicle records maintained by the Department of Revenue. Please review the permitted uses in Miss Admin Code 35.VII.1.01 which is attached.

You must first complete form 77-600, Motor Vehicle Records Disclosure Application. Be advised that only those persons who will use the information for the permitted reasons will be able to receive such information. If you complete the form and falsely certify to the use, you will lose all privileges to receive information in the future. You could also be liable to the individual to whom the information pertains, who may bring a civil action in a United States District Court. The remedies the court may award are:

- (1) Actual damages, but not less than liquidated damages in the amount of \$2,500;
- (2) Punitive damages upon proof of willful or reckless disregard of the law;
- (3) Reasonable attorneys' fees and other litigation costs reasonably incurred; and
- (4) Such other preliminary and equitable relief as the court determines to be appropriate.

The application must be forwarded to the Department of Revenue for processing. All requests for information must be made in writing. You may use form 77-601, Request for Information, or you may write your request on your company's letterhead. The request must give us as much detail as possible to perform the search. Enclosed you will find Form 77-600, Motor Vehicle Records Disclosure Application, Form 77- 601, Request for Motor Vehicle Records Information, and a copy of Miss Admin Code 35.VII.1.01, Motor Vehicle Records Disclosure.

We do not maintain drivers' licenses information. The Department of Public Safety has that information. Our records do not contain birthdays, social security numbers or driver's license numbers. Therefore we cannot locate information by these items.

If you have any questions, please contact the Department of Revenue at 1-601-923-7100 or 1-601-923-7200 or any of the local tax collector's offices or Local Department of Revenue District Offices.

FOR INDIVIDUAL RECORD INQUIRIES:

You must complete Form 77-600, Motor Vehicle Records Disclosure Application. State statute requires that we make available the information you request within 14 days. We, in most cases, process the request and return the information to you within 72 hours by mail.

If you are requesting information one time only, you must pay the fee at the time of the request. If you anticipate requesting information on numerous occasions, you can either pay at the time of the request or an account can be established for you. A non-refundable fee will be required to set up an account. Those with accounts will have their fees for record inquiries billed every quarter. Failure to pay the bill will cause your account to be suspended or revoked and you will no longer receive information until such time as the outstanding bill is paid. Requests may be made by fax or by mail. If you are inquiring by name, you will have to use this method. A fee schedule may be acquired from the Department of Revenue.

If you are inquiring by title, VIN, or tag number you can use the internet query system which allows unlimited online access. You must apply for using this system. There is an annual fee. You will be assigned a User ID and a Password. You must have one account per business location. Your permit will expire annually, and your fees must be paid or your User ID/Password will be revoked.

All applications, fees and written requests for individual record inquiries should be sent to:

Physical Address
Department of Revenue
500 Clinton Center Dr.
Clinton, MS 39056
Attn: Motor Vehicle Record Inquiries

Mailing Address
Department of Revenue
PO Box 1140
Jackson, MS 39215-1140
Attn: Motor Vehicle Record Inquiries

Fax Number: (601) 923-7134

Title Bureau Fax (601) 923-7224

FOR BULK INFORMATION REQUEST:

You must complete form 77-600, Motor Vehicle Records Disclosure Application along with a written request detailing the information you want. The charge for bulk requests will depend upon each request and will be due at the time of request.

For bulk request contact Department of Revenue
500 Clinton Center Dr.
Clinton, MS 39056
Attn: Director of Motor Vehicle

Title 35 Part VII
Subpart 01 General

Chapter 01 Motor Vehicle Records Disclosure

100 Synopsis of Federal Laws

- 101 Mississippi follows federal statutes with regard to the disclosure of information obtained from motor vehicle records. Such statutes provide that information from vehicle records may be disclosed (permitted uses) in the following instances:
1. For use by any governmental agency including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
 2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
 3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only
 - a. To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b. If such information as so submitted is not correct or is no longer correct, to obtain correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt of security interest against the individual.
 4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or Local court or agency or before any self regulatory body, including the service or process, investigation in anticipation or litigation, and the execution of enforcement of judgments and orders, or pursuant to an order of a Federal, State or Local court.
 5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, re-disclosed, or used to contact individuals.
 6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, anti-fraud activities, rating or underwriting.
 7. For use in providing notice to the owners of towed or impounded vehicles service for any purpose permitted under this subsection.
 8. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1986 (49 U.S.C. App.2710 et seq.).
 9. For use in connection with the operation of private toll transportation facilities.
 10. For use by any requester, if the requester demonstrates it has obtained the written

consent of the individual to whom the information pertains.

11. For any other use specifically authorized under the law of the state that holds the record, if such use is related to the operation of a motor vehicle or public safety.
- 102 Resale or Re-disclosure – An authorized recipient of personal information to be used for permitted purposes may resell or re-disclose the information only for a permitted use.
- 103 Except as otherwise provided above, the State Tax Commission and any officer, employee, or contractor, thereof, shall not knowingly disclose or otherwise make available to any person or entity personal information about any individual obtained by the department in connection with a motor vehicle record.
- 104 (Reserved)
- 200 Procedure for Accessing or Obtaining Motor Vehicle Record for Permitted Use Governmental agencies, businesses and others seeking to obtain information from motor vehicle records must complete form #77-600. Such form will allow the applicant to designate the use of the information permitted pursuant to this rule. Once the applicant has been approved, the information may be obtained for a fee based on the number and type of records obtained. The cost is set by the State Tax Commission on the basis of cost to provide, maintain, and access the information required. The request for information should be mailed or faxed to the State Tax Commission. Certain records may also be accessed through our internet query system. There is an annual fee to use this online system. Request for bulk information related to permitted uses only should likewise be faxed to the State Tax Commission.
- 201 (Reserved)

Actions Against Person Misusing Personal Information

- 301 As provided under Federal Laws, a person who knowingly obtains, discloses or uses personal information, from a motor vehicle record, for purposes not permitted is liable to the individual to whom the information pertains, who may bring a civil action in a United States District Court. Remedies the court may award are:
 1. Actual damages, but not less than liquidated damages in the amount of \$2,500;
 2. Punitive damages upon proof of willful or reckless disregard of the law;
 3. Reasonable attorneys' fees and other litigation costs reasonably incurred; and
 4. Such other preliminary and equitable relief as the court determines to be appropriate

302 Additionally, the commissioner may deny access to motor vehicle records if he determines other motor vehicle information has been misused by applicant previously.

303 (Reserved)

MISSISSIPPI MOTOR VEHICLE RECORDS DISCLOSURE FORM

I hereby apply for the privileges of receiving information from motor vehicle records maintained by the Department of Revenue. I agree to pay any and all fees associated with this privilege and to comply fully in all respects with the applicable Mississippi Tax Laws and any corresponding rules and regulations. I understand that if I complete this form and falsely certify to the use I will lose all my privileges to receive information in the future. I could also be liable to the individual to whom the information pertains, who may bring a civil action in a United States District Court. The remedies the court may award are: (1) Actual damages, but not less than liquidated damages in the amount of \$2,500.00; (2) Punitive damages upon proof of willful or reckless disregard of the law; (3) Reasonable attorneys' fees and other litigation costs reasonably incurred; and (4) Such other preliminary and equitable relief as the court determines to be appropriate. I do hereby certify that all statements are true and correct and that I will only use the information for the indicated permitted reason(s) on the back.

Print Name / Contact Person

Signature

Mailing Address

Email Address of Contact

City, State, Zip

Date

Please check the box that best describes your activity in requesting information.

- ☐ One time records request. Payment at time of request. Each request will require a signed application.
- ☐ Bulk Records Information (a specified group of records)

Name of Business

Phone Number

Address

Fax Number

City, State, Zip

Person to receive bill / Contact Person

Type of Business

SSN/FEIN

INCOMPLETE APPLICATIONS WILL BE RETURNED PRIOR TO PROCESSING

Please indicate below which permitted reason(s) the motor vehicle record will be used.

- ☐ 1. For use by any governmental agency including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
- ☐ 2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles parts or dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
- ☐ 3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
- a. to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b. if such information as so submitted is not correct or is no longer correct, to obtain correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- ☐ 4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution of enforcement of judgements and orders, or pursuant to an order of a Federal, State or local court.
- ☐ 5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, re-disclosed, or used to contact individuals.
- ☐ 6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, anti-fraud activities, rating or underwriting.
- ☐ 7. For use in providing notice to the owners of towed or impounded vehicles.
- ☐ 8. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
- ☐ 9. For use by an employer or its agent or insurer to obtain or verify information relating to the holder of a commercial drivers' license that is required under the Commercial Motor Vehicle Safety Act of 1986 (49 U.S.C. App. 2710 et seq.).
- ☐ 10. For use in connection with the operation of private toll transportation facilities.
- ☐ 11. For any other use in response to request for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
- ☐ 12. For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of

the person to whom such personal information pertains.

- ☐ 13. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
- ☐ 14. For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

FOR STATE / COUNTY USE ONLY:

Account Number: _____ Processed (initial and date)

MISSISSIPPI REQUEST for MOTOR VEHICLE RECORDS INFORMATION

Forward Request To: Department of Revenue
PO Box 1140
Jackson, MS 39215
Attn: Motor Vehicle Records Inquiries

From _____
Name

Mailing Address

City

State

Zip

Fax: 601 923-7134
Title Bureau Fax 601 923-7224

Authorized Signature

Please furnish information on the following motor vehicle records:

Name	Address and/or	Tag Number	VIN number	Title Number	County
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Do you require Lienholder information? Yes ☐ No ☐

Payment Included ☐ Bill to DOR Account _____

Please furnish all information that you have in order for our office to process your request.

MOTOR VEHICLE LICENSING

BUREAU AND

TITLE BUREAU FEES

DOCUMENT TYPE	CURRENT FEE
REGISTRATION INFORMATION	\$3.00
REGISTRATION INFORMATION CERTIFIED	\$8.00
TITLE / LIEN HOLDER INFORMATION	\$5.00
TITLE HISTORY – **SEE BELOW	\$8.00
TITLE VERIFICATION LETTER	\$8.00
CERTIFIED LETTER OF NO TITLE	\$8.00

** This fee is for each time that the vehicle has had a title issued (ex. Title number is 123456-03. The 03 indicates that there are 3 sets of documents). Each set includes the front/back of each title, the title application, replacement title application (if applicable) and any other documentation that might have been included such as a Power of Attorney, etc.

Attachment K

Technical Proposal

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

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.

1. Project Management Factor (Plan to address vendor experience, organizational structure, staffing strategy and qualifications)

- 1.1** Vendor must commit a dedicated Project Manager for the duration of the project implementation. The Project Manager must have sufficient prior experience to address the specifics of this project. Vendor must include details to substantiate this experience.
- 1.2** The Project Manager must be named in the Vendor's RFP response and must be available for interview by the DOR as part of this RFP evaluation.
- 1.3** Vendor must submit, as a part of this proposal, a high-level Project Work Plan that outlines the overall strategy and approach to providing the requested services. The Plan must contain all significant work steps required for provision of the requested services. Timeframes must be specified in terms of work days or weeks after contract signing. The Plan must include the elements listed below.
 - 1.3.1** The Plan must incorporate all tasks to be accomplished;
 - 1.3.2** The Plan must address all project deliverables, including implementation, acceptance testing, schedule for actual testing and go-live date;
 - 1.3.3** The Plan must include resource estimates for both the Agency and Contractor timelines; and
 - 1.3.4** The Plan must address assumptions that the Vendor has made based on the information rendered in these specifications.
- 1.4** Upon contract award, the Contractor's Project Manager must work with the Agency to develop a more detailed Project Work Plan to guide the System's implementation.

- 1.5** The Contractor must describe his change order and staffing strategy under the following circumstances.
- 1.5.1** The Contractor must describe his change order and staffing strategy when a customer requires additional functionality that may be within the capability of the proposed system's existing programming, after the initial system acceptance.
- 1.5.2** The Contractor must describe his change order and staffing strategy when a customer requires additional functionality that may require modification of the proposed system's programmed code and/or the addition of new programming, after initial system acceptance.
- 1.6** DOR reserves the right to request that other documents be added to this contract provided that DOR specifies the particular documents to be processed and mailed. The Contractor's written approval and negotiated quote per thousand notices processed and mailed for each work group shall be submitted at the time DOR submits a request for additional work to be performed. For these additional requests, the fees listed in *Attachment C: Proposal Form for Title Print and Mail Services* will still apply.
- 1.7** Vendor must provide a corporate description with sufficient information to substantiate proven expertise in the products and services being requested within this RFP.
- 1.7.1** The Vendor must disclose any company restructurings, mergers and acquisitions over the past three (3) years.
- 1.7.2** The Vendor must specify the location of the organization's principal office and the number of executive and professional personnel employed at this office.
- 1.7.3** The Vendor must state the number of years the Vendor has been providing the products and services being proposed.
- 1.7.4** The Vendor must specify the organization's size in terms of the number of fulltime employees, the number of contract personnel used at any one time, the number of offices and their locations, and structure (for example, state, national, or international organization).
- 1.7.5** The Vendor must provide the name and state of incorporation, if incorporated.
- 1.7.6** The Vendor must describe the products and services being provided and the stage of development of those products and services.
- 1.7.7** Vendor must provide an organizational chart identifying all personnel proposed in this project.

1.7.8 Vendor must provide a resume for each of their staff members participating on this project. Resume must reflect qualifications and recent experience relevant to the scope of services indicated in this RFP.

1.7.9 Vendor must ensure that each staff member assigned to this project has the ability to communicate clearly in the English language both verbally and in written form.

2. Technical Factor

Vendor Requirements

- 2.1** The Vendor must provide its own staff, equipment, and facilities for purposes of capturing, storing, and transmitting confidential information in accordance with confidentiality requirements.
- 2.2** For disaster recovery purposes, the Vendor shall have at least two (2) processing facilities that must be operational in case of an emergency. The Vendor shall list all locations of facilities on a separate attachment.
- 2.3** Vendor must specify the proposed method of acquiring the transmittal of electronic data in a proprietary file via SFTP protocol.
- 2.4** The Vendor shall outline and provide in writing a plan of backup and recovery procedures for electronic means to ensure security and confidentiality of restoration.
- 2.5** Vendor may not use vehicle title information or personal information for any other reason unless expressly authorized in writing by DOR.
- 2.6** Vendor shall comply with the provision of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data. Vendor must keep confidential information concerning client data the business of the MS Department of Revenue, its financial affairs, its relations with its citizens and its employees, as well as any other information that may be specifically classified as confidential by DOR. All Federal and State regulations and statutes related to confidentiality shall be applicable to the Vendor. The Vendor shall have an appropriate agreement with its employees to that effect.
- 2.7** Information obtained through or related to the contract for document generation and mailing services shall not be used for any purposes other than the mailings set forth in this contract. All data (names, addresses, etc.) obtained through the contract remain the exclusive property of the DOR and shall not be copied by any means or by any form by the Vendor. The mailing service, its employees, and subcontractors shall not disclose the data to any third party for any purpose other than the performance of the contract. Vendor is to sign disclosure agreement in **Attachment J** and return it to DOR.

- 2.8** The Vendor will sign a Driver Privacy Protection Agreement in **Attachment J** whereby all responsibility for handling personal information will be within the parameters of the DPPA Act.
- 2.9** The Vendor shall maintain a list of employees and agents with authorized access to DOR data. The Vendor shall provide DOR with the list of those employees and agents and shall update that list quarterly.
- 2.10** Vendor will supply all documents approved by USPS for mailing and must be similar to DOR's present documents. Vendor shall furnish full proofs of all documents and must be approved in writing by DOR within 15 calendar days after making the award of contract.
- 2.11** Vendor must mail new title to owners the following business day after receiving electronic file from DOR.
- 2.12** "Speed Titles" received by Vendor marked "to be picked up" must be processed the day of receipt and shall be delivered to DOR by 9:00 a.m. the following business day.
- 2.13** Vendor will meet all USPS specifications and requirements for first-class mail automation and will qualify for the maximum discounts for barcode mail.
- 2.14** Vendor shall be responsible for all costs associated with preparation for mailing of all documents, including barcodable and non-barcodable documents.
- 2.15** The Vendor agrees that one percent (1%) per day will be deducted from the Vendor's invoice when documents are not mailed within the contracted mailing time.
- 2.16** Vendor must have the capability to send and receive documents, billing information, receipts, and any other pertinent information or forms via e-mail address or a clearinghouse location. DOR shall determine which recipients are able to receive electronic documents.
- 2.17** A confirmation of each successfully completed batch and file description will be forwarded to DOR electronically to the attention of Director of Motor Vehicle Services.
- 2.18** In order for DOR to reconcile billings in an efficient manner, the billing summary invoices for mailed items shall provide the following information:
- 2.18.1** Total number of addresses (pieces of mail);
 - 2.18.2** Total number of address that are U.S. mailings;
 - 2.18.3** Information for tracking purposes (date received, date mailed, etc.).

- 2.19** DOR will not pay to replace damaged titles. Vendor shall notify DOR of all damaged titles the same day damage occurs.
- 2.20** Return mail address shall be routed to the MS Department of Revenue, P.O. Box 1033, Jackson, MS 39215.
- 2.21** The Vendor guarantees complete purging of data received from the DOR and processed during the performance of a contract. Purging of data shall be accomplished according to the requirements of NIST SP800-88R1, depending on the type of media. Receipt and destruction of such data shall be tracked and logged for historical purposes. All output is retained by the Vendor for 40 days from the time the work group is completed.
- 2.22** If immediate purging after 40 days of all data storage components is not possible, the Vendor guarantees the safeguarding of any data remaining in any storage component to prevent unauthorized disclosures.
- 2.23** The Vendor is responsible for the appropriate and secure destruction of the spoilage or any intermediate hard copy printouts, and shall provide DOR with a statement containing the date of destruction, description of material destroyed, and the method used.

3. Technical Factor

Vehicle Title Specifications

- 3.1** Vehicle titles must be personalized and custom printed on 8 ½ x 11 title paper with first-class postage.
- 3.2** The title paper needs to be printed with the follow specifications:
 - 3.2.1** At least 24# with Caliper of at least .0043 with pantograph;
 - 3.2.2** Highest level of industry standard of safety ink;
 - 3.2.3** Continuous embedded security thread (PORTALS PAPER or equivalent);
 - 3.2.4** Read “State of Mississippi” over the entire length of the document;
 - 3.2.5** Have back face security, micro-line printing, and embossing;
 - 3.2.6** Include the State of Mississippi outline with State seal outline logo.
- 3.3** Vendor shall print secure title by type and color as notes in solicitation with Commissioner’s signature.

3.4 Form Construction:

3.4.1 1 document wide- for each use on high speed Hitachi PT 3615, 2,000 lines per inch printer

3.4.2 Vertical printout- 6 lines per inch

3.4.3 Horizontal printout- 10 characters per inch

3.5 Security Printing & Layout Design

3.5.1 Face:

3.5.1.1 Form 79-001-17-7-1-000 (Original)

3.5.1.2 Form 78-101-17-7-1-000 (Replacement)

3.5.1.3 Form 79-002-17-7-1-000 (Junked)

3.5.2 Types:

3.5.2.1 Original (blue)

3.5.2.2 Replacement (brown)

3.5.2.3 Junked (red)

3.5.3 Undertint- prismatic colors developed by using a mixture of two or more of the primary colors printed from the same ink fountain (red, yellow, blue), per specimen in *Attachment A: Title Examples*:

3.5.3.1 Original (blue and yellow-rainbow pattern)

3.5.3.2 Replacement (brown and yellow- rainbow pattern)

3.5.3.3 Junked (red and yellow- rainbow pattern)

3.5.4 Sensitized security paper that is reactive to the following five chemical families commonly used to alter documents: bleach, polar solvents, A-polar solvents, Acids, Oxidizing agents, Strong bases, and (full chemical sensitization). Chemical reaction must be visible from both sides of the sheet when alteration is attempted on either side of the sheet.

3.5.5 Non-optical brightener paper.

3.5.6 Text matter shall be printed in permanent blue, brown, or red (dependent upon which title) lithographic ink. Size and style of type to match sample copy in *Attachment A: Title Examples*. Vendor will

be provided a sample of the form and will be responsible for any typeset required.

- 3.5.7** Prismatic fine line tint to make photographic reproduction extremely difficult.
- 3.5.8** A seal of the State of Mississippi shall be lithographically printed in lower left hand corner of the form.
- 3.5.9** Interior line of border framing the document at the bottom shall be micro-line printed wording.
- 3.5.10** Copy Void Pantograph - the word "VOID" shall appear (face and back) when the document is color copied. The design pantograph drops out when processed through image processing systems thereby minimizing the archiving of unnecessary data.
- 3.5.11** Erasure sensitive background inks shall react to any attempt to erase in such manner as to be immediately detectable.
- 3.5.12** Background security design shall be repetitious design consisting of a pattern which hinders counterfeiting efforts.
- 3.5.13** Inks are not commercially available and are specially formulated by Vendor.
- 3.5.14** Heat resistant inks must be used since documents will be printed on laser printers.

3.6 Anti-Counterfeit Features

- 3.6.1** Vendor must provide one of the two following options for additional anti-counterfeit security options:
 - 3.6.1.1** Option 1: Border design shall be printed by intaglio steel plate process on not less than 70lb white off set paper. Border design shall be exactly as is in *Attachment A: Title Examples*.
 - 3.6.1.2** Option 2: Fine-line lithograph border produced from engraved artwork on not less than 24lb base-li" x 24" (500 sheets) fully sensitized paper.
- 3.6.2** Paper shall contain a two dimensional in-paper watermark. The watermark shall be molded into the sheet at the time of paper manufacture and not simulated in any way.

- 3.6.3** Paper shall contain a micro printed, blue-white plastic embedded security thread reading “Mississippi” and repeat over the entire length. This thread shall be incorporated into the paper during the paper-making process so that the thread is an integral part of the paper. The thread shall be in the same location on all title forms.
- 3.6.4** Back
- 3.6.4.1** White background with two color prismatic ink shall be compatible with the “void” pantograph feature (see Item 3.5 for details).
- 3.6.4.2** Text matter shall be printed in black (Original and Junked titles) and brown (Replacement titles) permanent lithographic ink with erasure sensitive background inks.
- 3.6.4.3** Space for odometer reading shall have erasure sensitive over print consisting of the state name repetitively printed in micro-line wording.
- 3.6.5** Numbering
- 3.6.5.1** Each document shall be sequentially numbered on the face in the lower left corner, as shown in example in *Attachment A: Title Examples*, and beginning number shall be supplied by the Department of Revenue to the awarded Vendor.
- 3.6.5.2** Guaranteed to have no missing or duplicate numbers.
- 3.6.6** Sample Forms
- 3.6.6.1** Vendor shall furnish 300 “Test Forms” for each title type, no later than 30 days after receipt of paper and final proof approval. These forms shall be lithographically printed to specifications mentioned above, but need not be intaglio printed.
- 3.6.6.2** Sample forms shall be produced on the same equipment as the production forms.
- 3.6.6.3** The test forms shall have the word “SAMPLE” printed across the face of the title.

- 4.2** All security sensitive products or items shall be kept in locked vaults. All spoilage shall be securely destroyed by incinerations or by shredding in 1/8 inch or 1/4 inch strips on the Vendor's premises.
- 4.3** The Vendor shall guarantee network segmentation, providing for the complete separation of DOR data from non-DOR data and jobs. Vendor shall describe how this requirement will be met.
- 4.4** Traveling from a separate location to Vendor's premises must be given security handling while in transit to printing plant.
- 4.5** Outside perimeter shall have:
 - 4.5.1** Fire doors with break alarm bells for local alert. Alarm shall ring a plant security office in the event of an exit occurs from within the facility;
 - 4.5.2** Uniform locking security devices on all outside doors, i.e. burglar alarm system;
 - 4.5.3** A log kept for all visitors entering the office or manufacturing area;
 - 4.5.4** Security clearances and fingerprinting performed on all permanent employees;
 - 4.5.5** Receiving and loading platform arranged to prohibit truck drivers or delivery personnel from entering the plant;
 - 4.5.6** All production areas with limited access.
- 4.6** Inside plant should have:
 - 4.6.1** Armed guard service during hours of operation;
 - 4.6.2** Surveillance by closed circuit television of all production areas and all persons seeking entry;
 - 4.6.3** Employee access allowed through a documented security procedure (such as magnetic swipe or RFID technology);
 - 4.6.4** Infrared motion detectors in areas not on production use (exception for administrative offices);
 - 4.6.5** Burglar alarms directly connected to central monitoring station and directly connected to local police;
 - 4.6.6** Printing plates produced only under maximum security conditions and stored in fire proof vaults when not in use;

- 4.6.7** Dual access entry for work stored in controlled vaults (including any quality control samples);
 - 4.6.8** Fire alarm system monitoring 24 hours per day;
 - 4.6.9** Shipping manifest made up and cartons pulled in sequential order and carried on pallets directly to the trucks.
- 4.7** The Mississippi Department of Revenue reserves the right to inspect Vendor's print, shipping, and storage facilities.

5. Technical Factor

Delivery

- 5.1** Titles must be delivered FOB destination to 500 Clinton Center Drive, Clinton, MS 39056.
- 5.2** Delivery forms shall be delivered no later than six (6) weeks after final approval of proofs.
- 5.3** A packing slip, including carton number, quantity per carton, beginning and ending number of forms contained in each carton, shall accompany delivery of forms.
- 5.4** If shipped by motor freight, Vendor shall arrange for exclusive use of a truck or semi-trailer containing no other cargo. Truck shall be sealed after loading and the seal shall not be broken until received by the Mississippi Department of Revenue, Motor Vehicle Services.
- 5.5** If shipped by other type of commercial carriers, i.e., air, boat, etc., security personnel (Vendor or local security) shall be present for loading and unloading. Shipment shall be classified as security cargo and must be given security handling until delivered to the Mississippi Department of Revenue.
- 5.6** Vendor shall contact the Motor Vehicle Services Director by phone no less than 16 hours prior to delivery, for the purpose of obtaining a specific delivery date and time.
- 5.7** Any carton containing missing or duplicate numbers or forms which will not run in the tested mailing equipment or computer printers will be returned to the Vendor to be reprinted. Under these circumstances, all transportation costs and reprinting charges will be the responsibility of the Vendor.
- 5.8** Returns shall be made via express freight (overnight), priority one. Such reprints shall be completed and delivered within 30 days. In the event of missing

numbers, the Vendor shall provide a written explanation within ten (10) days after notification of missing form or forms.

5.9 Any carton damaged prior to delivery to Mississippi Department of Revenue shall be the sole responsibility of the Vendor.

5.10 All items will be inspected upon receipt and will not take more than five (5) working days.

5.11 After approval, the Vendor has two options for ownership:

5.11.1 Engraved plate(s) made by the Vendor shall become the property of the Mississippi Department of Revenue upon completion of the production and after the Commission has determined that no reprint will be required, due to rejection of forms. The Vendor shall store negative(s) in their vault until they receive further instruction from DOR; or

5.11.2 The negative(s) for the lithographic printed border made by the Vendor shall become the property of the Mississippi Department of Revenue upon completion of the production and after DOR has determined that no reprints will be required due to rejection of forms. The Vendor shall store the negative(s) in their vault until they receive further instructions from DOR.

5.12 If any component(s) necessary for operation of the requested service is omitted from the Vendor's proposal, Vendor must be willing to provide the service(s) at no additional cost.

6. Cost Factor (35 points, or 35%)

6.1 The Vendor must include and complete all parts of the cost proposal form, Attachment C, in a clear and accurate manner.

6.2 The Vendor will bill DOR monthly, based on the number of completed titles printed and mailed to the owner. This should include the cost of the secured title, printing the title, and any mail costs associated with the title process.

6.3 Vendor will provide charges for mailing and printing. Related postage charges are to be invoiced as a separate cost and shall be billed based on actual verifiable cost.

6.4 Vendor must specify any assumptions made when estimating the costs.

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, Project Management and Technical Factors) 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.