



# **INVITATION FOR BID**

IFB Number: 3160005945

To Provide: **Title Print and Mail Services**

Issue Date: 06/20/2023

## **Closing Location**

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

## **BID Coordinator**

Nyla Kendrick, Procurement Officer  
Telephone: (601) 923-7680  
E-Mail: [nyla.kendrick@dor.ms.gov](mailto:nyla.kendrick@dor.ms.gov)

## **Closing Date and Time:**

Bids must be received by July 20, 2023, at 12:00 p.m. (CST)

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**Additional Forms** (*for documentation purposes only – do not submit back*)

**Motor Vehicle Record Information Request**

**For Individual Record Inquiries**

**Title 35 Part VII**

**Mississippi Motor Vehicle Records Disclosure Form**

**Mississippi Request for Motor Vehicle Records Information**

**Motor Vehicle Licensing Bureau and Title Bureau Fees**

# MISSISSIPPI DEPARTMENT OF REVENUE INVITATION FOR BID

## Title Print and Mail Services

### Section 1 – General

#### 1.0 Purpose

The Department of Revenue (referred to as “DOR” or “Department”) seeks to procure a contract 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.

DOR is now soliciting bids from qualified printing and mailing service providers to fulfill our Title Print and Mail Service needs. All bids submitted in response to this solicitation must conform to the requirements and specifications outlined within this document and any applicable amendments.

The contract to be 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 105 County Tax Collector Offices that handle vehicle transactions. Additionally, there are 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 the 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 Procurement Timeline**

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

<b>A.</b> Invitation for Bid Issue Date:	06/20/2023; 11:30 am CST
<b>B.</b> First Publication:	06/20/2023
<b>C.</b> Second Publication:	06/27/2023
<b>D.</b> Deadline for Submission of Questions:	06/27/2023; 5:00 pm CST
<b>E.</b> Last Day Answers Posted to Website:	06/30/2023; 12:00 pm CST
<b>F.</b> Bid Packet Submission Deadline:	07/20/2023; 12:00 pm CST
<b>G.</b> Bid Opening:	07/20/2023; 2:00 pm CST
<b>H.</b> Award Notification:	07/26/2023
<b>I.</b> Debriefing Request Date:	07/31/2023
<b>J.</b> Protest Deadline:	08/02/2023; 10:00 am CST
<b>K.</b> Projected Start Date:	10/02/2023

### **4.0 General Terms of Contract**

The term of the contracts shall be for three (3) years and will commence on October 2, 2023, and end on October 1, 2026.

### **5.0 Minimum Bidder Qualifications to be Deemed Responsible**

- 5.1 Each bidder must have been in business a minimum of five (5) years prior to submission of its bid.
- 5.2 Each bidder must commit a dedicated project manager with sufficient prior experience for this project.
- 5.3 Each bidder must be able to provide its own staff, equipment, and facilities for the purposes of capturing, storing, and transmitting confidential information in accordance with confidentiality requirements.
- 5.4 For disaster recovery purposes, each bidder must have at least two (2) processing facilities that must be operational in case of an emergency.

5.5 Each bidder must be able to provide a qualified title print and mailing service provider to provide off-site processing services to print and mail vehicle titles on a daily basis, which include, but are not limited to converting electronic information to paper format and preparing this information for mailing and delivery to the United States Post Office.

5.6 **The bidder must have the ability, capacity, skill and financial resources** to perform the work or provide the service required.

5.7 These minimum qualifications are in addition to a minimum score of six (6) on the Reference Score Sheet (Attachment E and F) from reference interviews by MDOR with **two** bidder references (for a total minimum score of twelve (12), as well as other requirements of this IFB.

## **6.0 Basis for Award**

MDOR intends to award the contract to the responsive and responsible bidder who provides the lowest bid.

## **7.0 Bid Submission Requirements**

### **7.1 Submission Format**

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

7.1.1 Bid Cover Sheet (Attachment A)

7.1.2 Certification (Attachment B)

7.1.3 Bid Form (Attachment C) - all pricing must be submitted on the bid form.

7.1.4 References (Attachment D) - each bidder must furnish contact information of at least four current references. The reference information should include the contact person, address, and phone number for each contract. Failure to list a qualifying client may result in rejection of prospective bidder's bid. DOR will contact these clients as references to evaluate the quality of the bidder's past work and management capabilities. Reference information must be provided as part of the packet submitted for consideration.

MDOR staff must be able to reach two (2) reference contact persons, within three (3) business days of bid opening to be considered responsive. Further, the bidder must score a minimum of six (6) points on each Reference Score Sheet which will be used by the MDOR staff when interviewing the two (2) references (for a total minimum scoring requirement of twelve (12) points to be considered responsive and/or responsible. Only bidders who are found responsive and responsible will have their bids considered. Bidders may submit as many references as desired. MDOR will begin contacting references at the top of the list and will continue down the list until they have completed Reference Score Sheets for two (2) references. After two (2) score sheets are completed, the

reference check process will end.

7.1.4 Acknowledgement of Amendments (Attachment G)

7.1.5 Secretary of State Acknowledgement (Attachment H)

7.1.6 Conflict of Interest (Attachment I)

7.1.7 Driver Privacy Protection Agreement (Attachment J)



## 7.2 Submission Requirements

- 7.2.1** The original bid packet and two copies of Attachment C shall be signed and submitted in a sealed envelope or package to 500 Clinton Center Drive, Clinton, Mississippi 39056 on or before 12:00 p.m. CST on July 20, 2023.
- 7.2.2** Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time will be rejected, will not be evaluated, and shall remain in the procurement file.
- 7.2.3** The envelope or package shall be marked with the bid opening date, time, and the number of the IFB.
- 7.2.4** The time and date of receipt will be indicated on the envelope or package by MDOR.
- 7.2.5** Each page of the bid form and all attachments shall be identified with the name of the bidder.
- 7.2.6** Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. **Modifications or additions to any portion of the bid document may be cause for rejection of the bid.**
- 7.2.7** Unless submitted in the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system, a packet must be delivered by 12:00 p.m., on July 20, 2023. If submitted in MAGIC documents must be signed and scanned in as an attachment.
- 7.2.8** MDOR reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive.
- 7.2.9** As a precondition to bid acceptance, MDOR may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.
- 7.2.10** Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (Mississippi Code Annotated Section 25-61-1, *et seq.*, and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.
- 7.2.11** All bid packages must be received by MDOR on or before 12:00 p.m. CST on July 20, 2023. Bids submitted via facsimile (fax) **will not** be accepted. It is suggested that if a bid is mailed to MDOR, it should be posted in certified mail with a return receipt requested. The only acceptable evidence to establish the date of mailing is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of postage meter impression, that is readily identifiable without further action a having been supplied and affixed by the U.S.

Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper, MDOR will not be responsible for mail delays or lost mail.

**7.2.12** Sealed bids should be mailed or hand-delivered to and labeled as follows:

Mississippi Department of Revenue  
Attention: Nyla Kendrick  
Bid # **3160005945**  
500 Clinton Center Drive, Clinton, MS 39056  
SEALED BID – DO NOT OPEN

## **8.0 Debarment**

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

## **9.0 Registration with Mississippi Secretary of State**

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by MDOR that it has been placed on the PVL. Please complete the Secretary of State Acknowledgement, included on Attachment H.

## **10.0 Insurance**

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

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

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

## **11.0 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.

## **12.0 Procurement Methodology**

### **12.1 Restrictions on Communication with MDOR Staff**

At no time shall any bidder or its personnel contact, or attempt to contact, any MDOR staff regarding this IFB except the contact person as set forth in the manner described in Section 12.5.

### **12.2 Cost of Preparing Bid**

MDOR accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

### **12.3 Independent Price Determination**

By submitting a bid, 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 bid. The prices quoted shall be inclusive of, but not limited to the following: all required equipment/material; all required insurance; all required overhead; all required profit; and, all required licenses, certifications, fees or permits.

### **12.4 Rejection of Bids**

A bid response that includes terms and conditions that do not conform to the terms and conditions in the IFB document is subject to rejection as non-responsive. Further, submission of a bid form that is not complete and/or signed is subject to rejection as non-responsive. MDOR staff reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by MDOR staff of non-responsiveness based on the submission of non-conforming terms and conditions. Furthermore, if a bidder's price is substantially higher than those of other bidders, meaning those in excess of a twenty-five percent (25%) differential, the bidder's price will be deemed non-responsive.

### **12.5 Procedure for Answering Questions**

12.5.1 All questions concerning this Invitation for Bid or the bid process must be submitted by 5:00 p.m., on 06/27/2023 to:

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

- 12.5.2 Questions and requests for clarification must be submitted via email during normal business hours by the deadline reflected in Section 2.0, Procurement Timeline.
- 12.5.3 All questions and answers will be published on the Mississippi Department of Revenue website ([www.dor.ms.gov](http://www.dor.ms.gov)) under the Procurement Tab in a manner that all bidders will be able to view by the date and time reflected in Section 2.0.
- 12.5.4 The DOR will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person.

## **12.6 Amendments to the Invitation for Bid**

- 12.6.1 The Administrative Services Division of the Department of Revenue will prepare a written response to all inquiries and post this information on the Department of Revenue website [www.dor.ms.gov](http://www.dor.ms.gov) in a manner all bidders will be able to view.

Respondents shall rely only on this bid and any communication from the Administrative Services Division of the Department of Revenue in submitting bids. The Department of Revenue's Purchasing Division shall not be bound by any oral communications; bidders who rely upon any oral communications regarding the Bid do so at their own risk.

- 13.6.1 Additionally, each bidder shall complete **Attachment G**, Acknowledgement of Amendments and include this form as part of its bid packet.

## **12.7 Withdrawal of Bid**

- 12.7.1 If a bid is substantially lower than those of other bidders, a mistake may have been made.
- 12.7.2 A bidder may withdraw its bid from consideration if certain conditions are met:
- 12.7.2.1 The bid is submitted in good faith;
  - 12.7.2.2 The price bid is substantially lower than those of other bidders because of a mistake;
  - 12.7.2.3 The mistake is a clerical error, not an error of judgment; and
  - 12.7.2.4 Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

12.7.3 To withdraw a bid after bid opening, the bidder must show either (a) a mistake that is clearly evident on the bid document, but the intended correct bid is not similarly evident; or (b) proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.

## **12.8 Post-Award Debriefing**

A bidder who has placed a bid, whether successful or unsuccessful, may request a debriefing from the Purchasing Department within three (3) business days of receiving notification of a contract award. Such a debriefing, if requested within the appropriate time, will occur within three (3) business days of the request. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a bidder prefers to have legal representation present, the bidder must notify the Purchasing Department 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 Vendor Debriefing, of the *Mississippi Office of Personal Service Contract Review Rules and Regulations*.

## **12.9 Protest of Award**

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

## **12.10 Exceptions and Deviations**

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

## **12.11 Conflict of Interest**

All bids must be accompanied by a statement disclosing (1) any involvement, financial or otherwise, that an employee, officer, or agent of 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**.

### **13.0 Bid Opening**

Bid opening will be held via telephone; however, this will include opening, reading, and listing the bid price on each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied, at the bid opening.

### **14.0 Office Closure Statement**

If the agency is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes,

Floods, or other natural disasters (the “Force Majeure Events”), which closure prevents the opening of bids at the advertised date and time, all bids received shall be opened on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the Bid opening, as determined in accordance with this paragraph, shall not be advertised, and all bidders, upon submission of a Bid, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the Bid opening as set forth herein. **The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event.** Each proposer shall be required to ensure the delivery and receipt of its Bid by the agency prior to the new date and time of the Bid opening.

### **15.0 Award Notification**

The award for this procurement will be posted on the MDOR website at [www.dor.ms.gov](http://www.dor.ms.gov). Bidders will be notified via e-mail of the award. Additionally, a letter will be sent to all bidders. Awards will not be final until DOR and the bidder have negotiated and executed a written contractual agreement and this agreement is approved by the Public Procurement Review Board. If a contract is awarded, the selected bidder will be required to comply with the terms and conditions, in **Appendix B**, that will be a part of the contract. The resulting contracts shall be governed by the applicable provisions of *Public Procurement Review Board Office of Personal Service Contract Review’s Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection or downloadable at <http://DFA.ms.gov>.

## Appendix Specifications

### Section 1 – Vendor Requirements

- 1.1 Vendor must specify the proposed method of acquiring the transmittal of electronic data in a proprietary file via SFTP protocol.
- 1.2 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.
- 1.3 Vendor may not use vehicle title information or personal information for any other reason unless expressly authorized in writing by DOR.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 Vendor will supply all documents approved by USPS for mailing and documents must be similar to DOR's present documents. Vendor shall furnish full proof of all documents and must be approved in writing by DOR within 15 calendar days after making the award of contract.
- 1.9 Vendor must mail new title to owners the following business day after receiving electronic file from DOR.



- 1.10** “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.
- 1.11** Vendor will meet all USPS specifications and requirements for first-class mail automation and will qualify for the maximum discounts for barcode mail.
- 1.12** Vendor shall be responsible for all costs associated with preparation for mailing of all documents, including bar codable and non-bar codable documents.
- 1.13** 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.
- 1.14** 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.
- 1.15** A confirmation of each successfully completed batch and file description will be forwarded to DOR electronically to the attention of the Director of Motor Vehicle Services.
- 1.16** In order for DOR to reconcile billings in an efficient manner, the billing summary invoices for mailed items shall provide the following information:
- 1.16.1 Total number of addresses (pieces of mail);
  - 1.16.2 Total number of addresses that are U.S. mailings;
  - 1.16.3 Information for tracking purposes (date received, date mailed, etc.).
- 1.17** DOR will not pay to replace damaged titles. Vendor shall notify DOR of all damaged titles the same day damage occurs.
- 1.18** Return mail address shall be routed to the MS Department of Revenue, P.O. Box 1033, Jackson, MS 39215.
- 1.19** 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.
- 1.20** 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.
- 1.21** 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.

*Please respond “Yes” or “No” to indicate compliance to the specifications listed in Section I – Vendor Requirements.*

YES	NO
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## Section 2 – Vehicle Title Specifications

- 2.1 Vehicle titles must be personalized and custom printed on 8 ½ x 11 title paper with first-class postage.
- 2.2 The title paper needs to be printed with the follow specifications:
  - 2.2.1 At least 24# with Caliper of at least .0043 with pantograph;
  - 2.2.2 Highest level of industry standard of safety ink;
  - 2.2.3 Continuous embedded security thread (PORTALS PAPER or equivalent);
  - 2.2.4 Read “State of Mississippi” over the entire length of the document;
  - 2.2.5 Have back face security, micro-line printing, and embossing;
  - 2.2.6 Include the State of Mississippi outline with State seal outline logo.
- 2.3. Vendor shall print secure title by type and color as notes in solicitation with Commissioner’s signature.
- 2.4. Form Construction:
  - 2.4.1 1 document wide- for each use on high-speed Hitachi PT 3615, 2,000 lines per inch printer.
  - 2.4.2 Vertical printout- 6 lines per inch
  - 2.4.3 Horizontal printout- 10 characters per inch
- 2.5. Security Printing & Layout Design
  - 2.5.1 Face:
    - 2.5.1.1 Form 79-001-17-7-1-000 (Original)
    - 2.5.1.2 Form 78-101-17-7-1-000 (Replacement)
    - 2.5.1.3 Form 79-002-17-7-1-000 (Junked)
  - 2.5.2 Types:
    - 2.5.2.1 Original (blue)
    - 2.5.2.2 Replacement (brown)

- 2.5.2.3 Junked (red)
- 2.5.3 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 the *Certificate of Title Example Section*:
  - 2.5.3.1 Original (blue and yellow-rainbow pattern)
  - 2.5.3.2 Replacement (brown and yellow- rainbow pattern)
  - 2.5.3.3 Junked (red and yellow- rainbow pattern)
- 2.5.4 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.
- 2.5.5 Non-optical brightener paper.
- 2.5.6 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 the *Certificate of Title Example Section*. Vendor will be provided a sample of the form and will be responsible for any typeset required.
- 2.5.7 Prismatic fine line tint to make photographic reproduction extremely difficult.
- 2.5.8 A seal of the State of Mississippi shall be lithographically printed in the lower left-hand corner of the form.
- 2.5.9 Interior line of the border framing the document at the bottom shall bemicro-line printed wording.
- 2.5.10 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.
- 2.5.11 Erasure sensitive background inks shall react to any attempt to erase in such manner as to be immediately detectable.
- 2.5.12 Background security design shall be repetitious design consisting of a pattern which hinders counterfeiting efforts.
- 2.5.13 Inks are not commercially available and are specially formulated by Vendor.
- 2.5.14 Heat resistant inks must be used since documents will be printed on laser

printers.

## 2.6 Anti-Counterfeit Features

2.6.1 Vendor must provide one of the two following options for additional anti-counterfeit security options:

2.6.1.1 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 in the Certificate of Title Example Section.

2.6.1.2 Option 2: Fine-line lithograph border produced from engraved artwork on not less than 24lb base-li” x 24” (500 sheets) fully sensitized paper.

2.7 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.

2.8 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.

### 2.8.1 Back

2.8.1.1 White background with two color prismatic ink shall be compatible with the “void” pantograph feature (see Item 2.5 for details).

2.8.1.2 Text matter shall be printed in black (Original and Junked titles) and brown (Replacement titles) permanent lithographic ink with erasure sensitive background inks.

2.8.1.3 Space for odometer reading shall have erasure sensitive over print consisting of the state name repetitively printed in micro-line wording.

### 2.8.2 Numbering

2.8.2.1 Each document shall be sequentially numbered on the face in the lower left corner, as shown in the example in the Certificate of *Title Example* section and beginning number shall be supplied by the Department of Revenue to the awarded Vendor.

2.8.2.2 Guaranteed to have no missing or duplicate numbers.

### 2.8.3 Sample Forms

- 2.8.3.1 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.
- 2.8.3.2 Sample forms shall be produced on the same equipment as the production forms.
- 2.8.3.3 The test forms shall have the word “SAMPLE” printed across the face of the title.
- 2.8.3.4 The balance of the order shall not be printed until test forms have been approved in writing by the Mississippi Department of Revenue.
- 2.8.3.5 Sample forms are to be shipped by Federal Express, registered mail, or UPS to: Mississippi Department of Revenue, Motor Vehicle Services, 500 Clinton Center Drive, Clinton, MS 39056.

2.8.4 Specimens

- 2.8.4.1 The Vendor shall furnish the Motor Vehicle Services with 100 specimen title forms at approximately the same time the first shipment of forms are required by this specification.

***Please respond “Yes” or “No” to indicate compliance to the specifications listed in Section II – Vendor Title Specifications.***

YES	NO
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## Section 3 – Vendor Physical Security Requirements

- 3.1 Work-on documents must be executed under secure conditions entirely on the Vendor’s premises. Exemptions will be made to pre-press work, such as hand-engraving plates, cylinders, litho plates, and negatives. However, this location must also have the security measures listed in 3.5 and 3.6 below.
- 3.2 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 ¼ inch strips on the Vendor’s premises.
- 3.3 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.
- 3.4 Traveling from a separate location to the Vendor’s premises must be given security handling while in transit to the printing plant.
- 3.5 Outside perimeter shall have:
  - 3.5.1 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.
  - 3.5.2 Uniform locking security devices on all outside doors, i.e., burglar alarm system.
  - 3.5.3 A log kept for all visitors entering the office or manufacturing area;
  - 3.5.4 Security clearances and fingerprinting performed on all permanent employees;
  - 3.5.5 Receiving and loading platform arranged to prohibit truck drivers or delivery personnel from entering the plant;
  - 3.5.6 All production areas with limited access.
- 3.6 Inside plant should have:
  - 3.6.1 Armed guard service during hours of operation;
  - 3.6.2 Surveillance by closed circuit television of all production areas and all persons seeking entry;
  - 3.6.3 Employee access allowed through a documented security procedure (such as magnetic swipe or RFID technology);
  - 3.6.4 Infrared motion detectors in areas not on production use (exception

- for administrative offices);
- 3.6.5 Burglar alarms directly connected to central monitoring station and directly connected to local police;
  - 3.6.6 Printing plates produced only under maximum security conditions and stored in fire proof vaults when not in use;
  - 3.6.7 Dual access entry for work stored in controlled vaults (including any quality control samples);
  - 3.6.8 Fire alarm system monitoring 24 hours per day;
  - 3.6.9 Shipping manifest made up and cartons pulled in sequential order and carried on pallets directly to the trucks.
  - 3.6.10 The Mississippi Department of Revenue reserves the right to inspect Vendor's print, shipping and storage facilities.

***Please respond "Yes" or "No" to indicate compliance to the specifications listed in Section III – Vendor Physical Security Requirements.***

YES	NO
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## **Section 4 - Delivery**

- 4.1** Titles must be delivered FOB destination to 500 Clinton Center Drive, Clinton, MS 39056
- 4.2** Delivery forms shall be delivered no later than six (6) weeks after final approval of proofs.
- 4.3** A packing slip, including carton number, quantity per carton, beginning and ending number of forms contained in each carton, shall accompany delivery of forms.
- 4.4** 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.
- 4.5** 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.
- 4.6** 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.
- 4.7** 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.
- 4.8** 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.
- 4.9** Any carton damaged prior to delivery to Mississippi Department of Revenue shall be the sole responsibility of the Vendor.
- 4.10** All items will be inspected upon receipt and will not take more than five (5) working days.
- 4.11** After approval, the Vendor has two options for ownership:
- 4.11.1** 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

**4.11.2** 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.

**4.12** 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.

*Please respond "Yes" or "No" to indicate compliance to the specifications listed in Section IV - Delivery.*

YES	NO
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## **Appendix B**

### **Terms and Conditions**

#### **Acknowledgement of Amendments**

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

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

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

#### **Applicable Law**

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

#### **Approval**

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review, and this contract is not approved by the PPRB and/or OPTFM it is void and no payment shall be made hereunder.

#### **Authority to Contract**

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

#### **Availability of Funds**

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

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

### **Compliance with Laws**

Contractor understands that the Mississippi 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.

### **Confidentiality**

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

## **Contractor Personnel**

The Mississippi Department of Revenue shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Mississippi Department of Revenue reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Mississippi Department of Revenue in a timely manner and at no additional cost to the Mississippi Department of Revenue. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of 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 a 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 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 Annotated §§ 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 § 31-7-301 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, both.
- (3) In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

### **Failure to Enforce**

Failure by the Mississippi Department of Revenue 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 Mississippi Department of Revenue to enforce any provision at any time in accordance with its terms.

### **Force Majeure**

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

### **Independent Contractor**

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

Security tax, or any other amounts for benefits to Contractor. Further, the Mississippi Department of Revenue shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State 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 State and Contractor. 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 State or Contractor on the basis of draftsmanship or preparation hereof.

### **Ownership of Documents and Work Papers**

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

### **Paymode**

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

### **Price Adjustment Clause**

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

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

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



## **Procurement Regulations**

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

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

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

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

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

## **Recovery of Money**

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

## **Representation Regarding Gratuities**

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

## **Severability**

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

## Stop Work Order

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

(a) cancel the stop work order; or,

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

**(2) Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

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

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

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

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

## Termination for Convenience Clause

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

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



## **Termination for Default Clause**

(1) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

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

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

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

(6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any

other rights and remedies provided by law or under this contract.

### **Termination Upon Bankruptcy**

This contract may be terminated in whole or in part by the Mississippi Department of Revenue 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 benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

### **Third Party Action Notification**

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

### **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 examination, copying, or reproduction.

### **Transparency**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi 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 Contractor is considered by the Mississippi Department of Revenue to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Mississippi Department of Revenue, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Mississippi Department of Revenue shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

### **Waiver**

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

agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

## Appendix C

**MISSISSIPPI DEPARTMENT OF REVENUE (DOR)  
Compliance With Tax, Tag and Title Laws  
Policy Statement  
Amended July 2010**

- PURPOSE** We want to be good citizens and comply with all federal and state laws, and it is absolutely essential that we keep the public's trust by obeying the same laws that we enforce against others. As a state agency tasked with the mission of collecting tax revenue for the State of Mississippi, any noted instances of noncompliance by DOR employees erodes public trust and confidence in the work that we do. The DOR could be found negligent in its duties to the public to continue the employment of a person who fails to comply with the laws that are administered by the DOR.
- GENERAL** All employees are on notice that timely compliance with all tag, title and tax laws is expected by this agency, and that we will take disciplinary action against anyone who knowingly disobeys the laws the DOR administers.
- RESPONSIBILITY** Furthermore, the failure to comply with all tag, title, and tax laws, both federal and state, may result in disciplinary action up to and including termination of employment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Appendix D**  
**Bid Package**

**Title Print and Mail Services**

*Be sure to answer and complete each question as requested. All responses must follow the instructions provided.*

**Attachment A  
Bid Cover Sheet**

The Department of Revenue is seeking to establish a contract with an off-site processing service 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.

Bids are to be submitted as listed below, on or before 12:00 p.m. CST on July 20, 2023.

**PLEASE MARK YOUR ENVELOPE:**

**Mississippi Department of Revenue  
Attention: Bid Coordinator  
BID #: 3160005945  
500 Clinton Center Drive, Clinton, MS 39056  
SEALED BID – DO NOT OPEN**

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

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

ADDRESS \_\_\_\_\_

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

PHONE NUMBER \_\_\_\_\_ EMAIL \_\_\_\_\_

FEIN # or SS #: \_\_\_\_\_

*NAME AND PHONE NUMBER OF COMPANY REPRESENTATIVE IF DIFFERENT FROM ABOVE*

NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

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

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

Does your company have a dedicated Project Manager with sufficient prior experience for this project?

Yes	No
-----	----

Is your company able to provide its own staff, equipment, and facilities for the purposes of capturing, storing, and transmitting confidential information in accordance with confidentiality requirements?

Yes	No
-----	----

Is your company able to provide a qualified title print and mailing service provider to provide off-site processing services to print and mail vehicle titles on a daily basis?

Yes	No
-----	----

For disaster recovery purposes, does your company have at least two (2) processing facilities that must be operational in case of an emergency?

Yes	No
-----	----

**Attachment B**

**Certification**

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

1. That he/she has thoroughly read and understands the terms and conditions, instructions, and specifications for **IFB # 3160005945** and Attachments.
2. The company meets all requirements and acknowledges all certifications contained in **IFB # 3160005945** and Attachments.
3. The company agrees to all provisions of **IFB # 3160005945** and Attachments.
4. The company will perform the services required at the prices quoted on the bid form.
5. The company represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's bid.

*[Please execute and return with Bid Materials.]*

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

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

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

**Attachment C**

**Bid Form for Title Print and Mail Services**

**Bid Number: 3160005945**

Gentlemen:

Pursuant to the advertisement for bids to be received, I/We \_\_\_\_\_

\_\_\_\_\_ located at \_\_\_\_\_

do submit our bid form for **Bid # 3160005945**. This bid is made without collusion on the part of any person, firm, or corporation.

<b>Item</b>	<b>Quantity *</b>	<b>Total Unit Cost (for printing and mail services)</b>	<b>Total Estimated Annual Amount</b>
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.

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

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



**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**  
*(Return with packet unsigned)*

**TO BE COMPLETED BY AGENCY STAFF ONLY**

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

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

**Date/Time Contacted:** \_\_\_\_\_ **Service From/To Dates:** \_\_\_\_\_

Was the vendor able to provide services when you called?	Yes	No
Were you satisfied with the services provided? If no, please explain.	Yes	No
To the best of the vendor's ability, was the vendor easy to work with in scheduling services?	Yes	No
Were the services completed on time and within the budget?	Yes	No
Did the vendor listen when you had an issue and readily offered a solution?	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend the vendor?	Yes	No

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

**Score:** Pass/Fail

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

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

Notes:

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

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

**Attachment F**

**Title Print and Mail Services**

**Procurement Reference Score Sheet**  
*(Return with packet unsigned)*

**TO BE COMPLETED BY AGENCY STAFF ONLY**

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

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

**Date/Time Contacted:** \_\_\_\_\_ **Service From/To Dates:** \_\_\_\_\_

Was the vendor able to provide services when you called?	Yes	No
Were you satisfied with the services provided? If no, please explain.	Yes	No
To the best of the vendor's ability, was the vendor easy to work with in scheduling services?	Yes	No
Were the services completed on time and within the budget?	Yes	No
Did the vendor listen when you had an issue and readily offered a solution?	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend the vendor?	Yes	No

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

**Score:** Pass/Fail

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

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

Notes:

\_\_\_\_\_

\_\_\_\_\_.

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

**Attachment G**

**Acknowledgement of Amendments**

Please sign and print the appropriate statement.

I acknowledge receipt of all amendments associated with  
**BID # 3160005945.**

They are as follows:

- 1.
- 2.

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

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

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

---

---

There were no amendments associated with **BID # 3160005945.**

\_\_\_\_\_  
**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 bidding organization; and any involvement, financial or otherwise, that any employee, officer of any other governmental agency may have in the bidding organization.

\_\_\_\_\_, acknowledges  
that we (Vendor Name)

\_\_\_\_\_ do not have a conflicting interest to report.

\_\_\_\_\_ do have a conflicting interest (please disclose below).

Describe the Nature of the Conflicting Interest:

---

---

---

---

---

---

---

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

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

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

## 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.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

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



Attachment K

**CERTIFICATE OF TITLE**

Form # 79-001

**STATE OF MISSISSIPPI** ORIGINAL

SAMPLE

SAMPLE

SAMPLE

SAMPLE

**LIEN SATISFACTION:** THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN \_\_\_\_\_ BY \_\_\_\_\_  
(LIENHOLDER) (SIGNATURE AND TITLE)  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

2ND LIEN \_\_\_\_\_ BY \_\_\_\_\_  
(LIENHOLDER) (SIGNATURE AND TITLE)  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_



CONTROL NUMBER  
**00261367**

MISSISSIPPI DEPARTMENT OF REVENUE

VOID IF ALTERED

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.



**\*\*\*NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT AND ALL ASSIGNMENTS THAT FOLLOW\*\*\***

Federal and State Law requires that you state the mileage in connection with the transfer of ownership. Failure to complete, or providing a false statement, may result in fines and/or imprisonment.

**ASSIGNMENT OF TITLE BY REGISTERED OWNER**

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name \_\_\_\_\_ Address \_\_\_\_\_

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

**CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK**     1. The mileage stated is in excess of its mechanical limits.

2. The odometer reading is not the actual mileage.  
WARNING - ODOMETER DISCREPANCY

ODOMETER READING (No Tenths) \_\_\_\_\_

**SELLER:**  
Signature(s) \_\_\_\_\_ Printed Name(s) \_\_\_\_\_ Date of Sale \_\_\_\_\_

"I am aware of the above odometer certification made by seller"

**BUYER:**  
Signature(s) \_\_\_\_\_ Printed Name(s) \_\_\_\_\_

**FIRST RE-ASSIGNMENT BY LICENSED DEALER**

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name \_\_\_\_\_ Address \_\_\_\_\_

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

**CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK**     1. The mileage stated is in excess of its mechanical limits.

2. The odometer reading is not the actual mileage.  
WARNING - ODOMETER DISCREPANCY

ODOMETER READING (No Tenths) \_\_\_\_\_

**DEALER OR AGENT:**  
Signature(s) \_\_\_\_\_ Printed Firm Name \_\_\_\_\_ Date of Sale \_\_\_\_\_

"I am aware of the above odometer certification made by seller"

**BUYER:**  
Signature(s) \_\_\_\_\_ Printed Name(s) \_\_\_\_\_

**SECOND RE-ASSIGNMENT BY LICENSED DEALER**

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name \_\_\_\_\_ Address \_\_\_\_\_

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

**CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK**     1. The mileage stated is in excess of its mechanical limits.

2. The odometer reading is not the actual mileage.  
WARNING - ODOMETER DISCREPANCY

ODOMETER READING (No Tenths) \_\_\_\_\_

**DEALER OR AGENT:**  
Signature(s) \_\_\_\_\_ Printed Firm Name \_\_\_\_\_ Date of Sale \_\_\_\_\_

"I am aware of the above odometer certification made by seller"

**BUYER:**  
Signature(s) \_\_\_\_\_ Printed Name(s) \_\_\_\_\_

**THIRD RE-ASSIGNMENT BY LICENSED DEALER**

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name \_\_\_\_\_ Address \_\_\_\_\_

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

**CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK**     1. The mileage stated is in excess of its mechanical limits.

2. The odometer reading is not the actual mileage.  
WARNING - ODOMETER DISCREPANCY

ODOMETER READING (No Tenths) \_\_\_\_\_

**DEALER OR AGENT:**  
Signature(s) \_\_\_\_\_ Printed Firm Name \_\_\_\_\_ Date of Sale \_\_\_\_\_

"I am aware of the above odometer certification made by seller"

**BUYER:**  
Signature(s) \_\_\_\_\_ Printed Name(s) \_\_\_\_\_

**LIENHOLDER TO BE SHOWN ON NEW TITLE**

Lien in favor of \_\_\_\_\_

whose address is \_\_\_\_\_

SCRAPPED, DISMANTLED, OR DESTROYED VEHICLE - This is to be filled in by Vehicle Owner. Certificate of Title must be mailed or delivered to the Mississippi Department of Revenue. I/we hereby warrant that the Vehicle described on the reverse side of this Certificate was scrapped, dismantled, or destroyed on \_\_\_\_\_ 20\_\_\_\_. Owner's Signature \_\_\_\_\_



CERTIFICATE OF TITLE

Form # 78-101

STATE OF MISSISSIPPI

REPLACEMENT

SAMPLE

SAMPLE

SAMPLE

SAMPLE

SAMPLE

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN \_\_\_\_\_ BY \_\_\_\_\_  
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

2ND LIEN \_\_\_\_\_ BY \_\_\_\_\_  
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_



The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

CONTROL NUMBER

R 00054315

MISSISSIPPI DEPARTMENT OF REVENUE

VOID IF ALTERED



\*\*\*NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT AND ALL ASSIGNMENTS THAT FOLLOW\*\*\*

Federal and State Law requires that you state the mileage in connection with the transfer of ownership. Failure to complete, or providing a false statement, may result in fines and/or imprisonment.

**ASSIGNMENT OF TITLE BY REGISTERED OWNER**

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name \_\_\_\_\_ Address \_\_\_\_\_

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

**CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK**     1. The mileage stated is in excess of its mechanical limits.  
 2. The odometer reading is not the actual mileage.  
WARNING - ODOMETER DISCREPANCY

\_\_\_\_\_ ODOMETER READING (No Tenths)

**SELLER:**  
Signature(s) \_\_\_\_\_ Printed Name(s) \_\_\_\_\_ Date of Sale \_\_\_\_\_

"I am aware of the above odometer certification made by seller"

**BUYER:**  
Signature(s) \_\_\_\_\_ Printed Name(s) \_\_\_\_\_

**FIRST RE-ASSIGNMENT BY LICENSED DEALER**

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name \_\_\_\_\_ Address \_\_\_\_\_

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

**CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK**     1. The mileage stated is in excess of its mechanical limits.  
 2. The odometer reading is not the actual mileage.  
WARNING - ODOMETER DISCREPANCY

\_\_\_\_\_ ODOMETER READING (No Tenths)

**DEALER OR AGENT:**  
Signature(s) \_\_\_\_\_ Printed Firm Name \_\_\_\_\_ Date of Sale \_\_\_\_\_

"I am aware of the above odometer certification made by seller"

**BUYER:**  
Signature(s) \_\_\_\_\_ Printed Name(s) \_\_\_\_\_

**SECOND RE-ASSIGNMENT BY LICENSED DEALER**

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name \_\_\_\_\_ Address \_\_\_\_\_

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

**CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK**     1. The mileage stated is in excess of its mechanical limits.  
 2. The odometer reading is not the actual mileage.  
WARNING - ODOMETER DISCREPANCY

\_\_\_\_\_ ODOMETER READING (No Tenths)

**DEALER OR AGENT:**  
Signature(s) \_\_\_\_\_ Printed Firm Name \_\_\_\_\_ Date of Sale \_\_\_\_\_

"I am aware of the above odometer certification made by seller"

**BUYER:**  
Signature(s) \_\_\_\_\_ Printed Name(s) \_\_\_\_\_

**THIRD RE-ASSIGNMENT BY LICENSED DEALER**

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address, with warranty to be free of all encumbrances except as shown at bottom of page.

Name \_\_\_\_\_ Address \_\_\_\_\_

"I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

**CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK**     1. The mileage stated is in excess of its mechanical limits.  
 2. The odometer reading is not the actual mileage.  
WARNING - ODOMETER DISCREPANCY

\_\_\_\_\_ ODOMETER READING (No Tenths)

**DEALER OR AGENT:**  
Signature(s) \_\_\_\_\_ Printed Firm Name \_\_\_\_\_ Date of Sale \_\_\_\_\_

"I am aware of the above odometer certification made by seller"

**BUYER:**  
Signature(s) \_\_\_\_\_ Printed Name(s) \_\_\_\_\_

**LIENHOLDER TO BE SHOWN ON NEW TITLE**

Lien in favor of \_\_\_\_\_

whose address is \_\_\_\_\_

SCRAPPED, DISMANTLED, OR DESTROYED VEHICLE - This is to be filled in by Vehicle Owner. Certificate of Title must be mailed or delivered to the Mississippi Department of Revenue. I/we hereby warrant that the Vehicle described on the reverse side of this Certificate was scrapped, dismantled, or destroyed on \_\_\_\_\_ 20\_\_\_\_ Owner's Signature



CERTIFICATE OF TITLE

Form # 79-002

STATE OF MISSISSIPPI

JUNK

**SAMPLE**

**SAMPLE**

**SAMPLE**

**SAMPLE**

PARTS ONLY



CONTROL NUMBER

J 000 2043

MISSISSIPPI DEPARTMENT OF REVENUE

The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

VOID IF ALTERED



**SAMPLE**

**SCRAP VEHICLE  
CANNOT BE RE-REGISTERED OR RE-TITLED  
THIS VEHICLE CAN ONLY BE USED FOR  
PARTS OR SCRAP METAL**

**SAMPLE**



— DEPARTMENT OF —  
**REVENUE**  
—  
STATE OF MISSISSIPPI

MOTOR VEHICLE LICENSING BUREAU

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**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	Mailing Address
Department of Revenue	Department of Revenue
500 Clinton Center Dr.	PO Box 1140
Clinton, MS 39056	Jackson, MS 39215-1140
Attn: Motor Vehicle Record Inquiries	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 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.**

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- 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.

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**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 123456-03. The 03 indicates that there are 3 sets of documents). Each set included 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.