Request for Proposal

RFP Number: 3120001761
To Provide: Temporary Staffing Services
Issue Date: 7/18/2019

Closing Location

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

PROPOSAL COORDINATOR

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Closing Date and Time:

Proposals must be received by August 20, 2019, 12:00 p.m. (CST)
Table of Content

1.0 Scope of Services ................................................................. 5

2.0 Characteristics of Work ......................................................... 5

3.0 General Terms of Contract ................................................... 6

4.0 Relationship of Parties ........................................................ 6

5.0 Procurement Time Line ......................................................... 6

6.0 Eligibility Requirements ....................................................... 7

6.1 Qualification of Proposer ...................................................... 7
6.2 References ........................................................................ 7
6.3 Business Longevity ............................................................... 8
6.4 Contractor Personnel Requirements ....................................... 8
6.5 Insurance .......................................................................... 9
6.6 Registration with Secretary of State ....................................... 9

7.0 Procurement Methodology ...................................................... 9

7.1 Approach .......................................................................... 9
7.2 Proposer Rules of Procurement ........................................... 10
7.3 Procedure for Answering Questions ....................................... 10
7.4 Proposal Modification or Withdrawal .................................... 11
7.5 Late Submission ................................................................. 11
7.6 Negotiation Rights .............................................................. 11
7.7 Amendments to the RFP ...................................................... 11
7.8 Opening Procedures ............................................................ 11
7.9 Competitive Negotiation ..................................................... 12
7.10 Proposal Evaluation ......................................................... 12
7.11 Approval Process .............................................................. 13
7.12 Award Notice .................................................................. 13
7.13 Incurring Costs ................................................................ 13
7.14 Right to Protest ............................................................... 13
7.15 Post-Award Vendor Debriefing .......................................... 14
7.16 Proposal Ownership .......................................................... 14
7.17 Partial Proposal Prohibited ............................................... 14
7.18 Exceptions and Deviations ................................................. 14
7.19 Compensation for Services ............................................... 14
7.20 Conflict of Interest ........................................................... 15
7.21 Contract ......................................................................... 15
7.22 Office Closure Statement .................................................. 15
8.0 Submission Procedures ........................................................................................................ 15
  8.1 Procedures for Submitting Proposal .................................................................................. 15
  8.2 Submission Format .......................................................................................................... 17

9.0 Responsibilities & Duties .................................................................................................. 17
  9.1 DOR Responsibilities ...................................................................................................... 17
  9.2 Temporary Service Provider Responsibilities .............................................................. 18

10.0 Physical Requirements .................................................................................................. 19

Appendix A Terms and Conditions ...................................................................................... 21
Appendix B Compliance with Tax, Tag and Title Laws ......................................................... 34
Appendix C Confidentiality of Information .......................................................................... 35
Appendix D Proposal Package ............................................................................................. 37

Attachment A Proposal Cover Sheet ....................................................................................... 38
Attachment B Certification ........................................................................................................ 40
Attachment C Proposal Form – Clerical Staffing .................................................................. 41
Attachment D Proposal Form – Warehouse Staffing .............................................................. 42
Attachment E References ......................................................................................................... 43
Attachment F Reference Score Sheet # 1 ............................................................................. 45
Attachment G Reference Score Sheet # 2 ............................................................................. 47
Attachment H Acknowledgement of Amendments ............................................................... 49
Attachment I Secretary of State Acknowledgement ............................................................... 50
Attachment J Conflict of Interest ............................................................................................ 51
Attachment K Technical Proposal ............................................................................................ 52
RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 3120001761.

_____  1) One clearly marked original response and 1 identical copy of the complete proposal
   a) Label the front and spine of the three-ring loose-leaf binders with the Contractor name and RFP number.
   b) DO NOT include the Contractor name on the pages of the proposal. Include the items listed below inside the binders.
   c) DO NOT include a copy of the RFP in the binders.
   d) DO NOT include your business name or any identifying information in your response to the Technical Approach (part of the Technical Proposal in Attachment K)

_____  2) Proposal Cover Sheet

_____  3) Certification to sign on behalf of the company

_____  4) Proposal Form # 1 – Clerical Staffing

_____  5) Proposal Form # 2 – Warehouse Staffing

_____  6) References

_____  7) Reference Score Sheet # 1

_____  8) Reference Score Sheet # 2

_____  9) Acknowledgement of Amendments

_____  10) Secretary of State Acknowledgement

_____  11) Conflict of Interest Disclosure Statement

_____  12) Technical Proposal

_____  13) Insurance Certificate or Letter
MISSISSIPPI DEPARTMENT OF REVENUE
REQUEST FOR PROPOSAL
TEMPORARY STAFFING
Clerical Staff and Warehouse Staff

1.0 Scope of Services

The Department of Revenue (referred to as “DOR” or “Department”) hereby solicits separate proposals using the competitive sealed proposal process. This process will allow us to assess prospective proposers on capability as well as price to establish a contract with a qualified agency to procure temporary clerical staffing for our Clinton location and a contract for temporary warehouse staffing at our Alcohol Beverage Control Distribution Center located in Gluckstadt, Mississippi. Over the past years, DOR has contracted for 60 – 150 people with varying skills, responsibilities, lengths of work assignments and rates of pay. The work assignments have included, but are not limited to, general office, data entry, data control, mail clerk, batching, and scanning and warehouse labor.

DOR is tasked with promptly and efficiently providing services to the taxpayers of this state. To attain this efficiency, the agency utilizes temporary staffing services to fulfill short term staffing needs to supplement full time personnel. Contracting services in this manner is more economical to the State. All proposals submitted in response to this solicitation must conform to the requirements and specifications outlined within this document and any applicable amendments.

The contracts awarded will be fixed price agreements and will require services to be performed by one contractor for each contract. Each contractor will designate one person who will be responsible for all activities required to fulfill the specifications of said contract. This individual shall be vested with the authority to make decisions and commitments on behalf of the contractor during performance of the contract.

2.0 Characteristics of Work

There are several essential functions where a temporary employee may be utilized. There are clerical duties as well as warehouse duties. Contractor will provide clerical staff for our Clinton office to perform clerical duties which include, but are not limited to, reviewing information for correctness, answering the telephone, assisting administrative superior or various clerical or administrative functions. Contractor will provide warehouse staff to the Alcohol Beverage Control Distribution Center located in Gluckstadt, Mississippi to perform warehouse duties, which include, but are not limited to, receiving, storing, sorting, stocking and shipping various items. Additional duties involve unloading carriers,
maintaining records, and labeling items for shipment and storage in accordance with established operating procedures.

3.0 General Terms of Contract

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

4.0 Relationship of Parties

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

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

B. Any person employed by the Temporary Staffing Service to perform the services hereunder shall be the employee of the Temporary Staffing Service, who shall have the sole right to hire and discharge its employee. DOR may, however, direct the Temporary Staffing Service to replace any of its employees under the Contract.

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

5.0 Procurement Time Line

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

   A. Request for Proposal Issue Date: 07/18/2019; 9:00 am CST

   B. First Publication: 07/18/2019
6.0 Eligibility Requirements

6.1 Qualification of Proposer

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

6.2 References

As part of its proposal, each proposer must furnish contact information of at least four current references. The reference information should include the contact person, address
and phone number for each contract with their largest clients of similar size and scope of services, as specified in this RFP. “Largest client” is determined by the revenue paid by the client to the proposer over the past two year period. Failure to list a qualifying client may result in rejection of prospective proposer’s proposal. DOR will contact these clients as references to evaluate the quality of the proposer’s past work and management capabilities. Reference information must be provided as part of the packet submitted for consideration.

References must report the vendor to be of good reputation in providing applicable services. Although DOR requires the provision of a minimum of four (4) references, proposer may submit as many references as desired. References will be contacted in order listed until at minimum two references have been interviewed. Proposers are encouraged to submit additional references to ensure that at least two references are available for interview. It is the responsibility of the proposer to verify before submitting their proposal that contact information is correct and current for each reference. DOR will not seek to correct erroneous contact information or track down references.

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

6.3 Business Longevity

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

6.4 Contractor Personnel Requirements

Each proposer must have personnel who are experienced and qualified to perform the duties as required by the DOR including, but limited to the following:

A. Be able to read, write, understand and speak English.

B. Have the following personality traits and abilities:
   1. tact in dealing with people
   2. ability to understand, explain, interpret and apply rules, regulations, directives and procedures,
   3. ability to accept and respond to instructions and directions.

C. The proposer must not have any criminal history, including convictions for theft and alcohol related offenses, within the last seven (7) years. In addition, no personnel may have any active warrants out for his or her arrest at the time of hiring nor shall he or she be out on bond while facing criminal charges.
6.5 Insurance

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

A. No less than $1,000,000.00 per occurrence Comprehensive General Liability. 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.

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

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

6.6 Registration with Mississippi Secretary of State

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

7.0 Procurement Methodology

7.1 Approach

It is understood that all proposals are submitted on the basis of complying with the provisions, terms and specifications set out herein, provided that you can do so under the various government rulings and directives now in effect or which may be issued during the period of the contract. DOR reserves the right to waive minor technicalities on
proposal forms and specifications that can be waived or corrected without prejudice to other proposers when it is in the best interest of DOR. DOR reserves the right to reject any and all proposals, to waive any minor informality in the proposals, and, unless otherwise specified by the proposers, to accept any items on the proposal.

The proposer understands that the Department of Revenue is an equal opportunity employer and maintains a policy that prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration. The proposer will strictly adhere to this policy in its employment practices and provision of services.

7.2 Proposer Rules of Procurement

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

7.3 Procedure for Answering Questions

A. All questions concerning this Request for Proposal or the proposal process must be submitted by email to:

BidQuestions@dor.ms.gov

B. Questions and requests for clarification must be submitted via email during normal business hours by the deadline reflected in Section 5.0, Procurement Time Line. Questions received after this time will not be considered.

C. All questions and answers shall be treated as amendments to the RFP. See section 7.7 below. Therefore, all questions received by DOR in a timely manner will be answered and issued in the form of amendments to each vendor that received the RFP. Additionally, the questions and answers will be published on the DOR website (www.dor.ms.gov) in a manner that all proposers will be able to view by the date and time reflected in Section 5.0, Procurement Time Line.

D. It shall be incumbent upon all Proposers to understand the provisions of the scope of services and to obtain clarification by the time reflected in Section 5.0, Procurement Time Line. Proposers are responsible for following up to see that any correspondence or communications are properly received.

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

Erica Greenwood, Contract Analyst, SR
Email: erica.greenwood@dor.ms.gov
7.4 Proposal Modification or Withdrawal

No proposals shall be modified after the specified time for the opening. If a proposal is withdrawn after opening, the proposer will be removed from the list of eligibles for a period of six (6) months. A proposer may withdraw a proposal prior to the time set for the opening by simply making a request in writing to DOR; no explanation is required. No partial withdrawals are permitted after the time and date set for the opening; only complete withdrawals are permitted. No late proposals, modifications or withdrawals will be considered unless receipt would have been timely but for the action or inaction of DOR personnel directly involved with the procurement activity.

7.5 Late Submission

No late proposals, modifications or withdrawals will be considered unless receipt would have been timely but for the action or inaction of MDOR personnel directly involved with the procurement activity. Late proposals or responses shall remain sealed and be maintained as part of the procurement file.

7.6 Negotiation Rights

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

7.7 Amendments to the RFP

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

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

7.8 Opening Procedures

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

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

7.10 Proposal Evaluation

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

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

A. The overall quality of the proposed plan (the plan should reflect an understanding of the project and its objectives) and the ability to perform the services as reflected by the completion of the technical proposal and submission of resumes of the key personnel. Consideration will be given to the completeness of the responses to the specific requirements of the solicitation (20 points, or 20%);

B. The personnel, equipment, facilities and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting (20 points, or 20%);

C. A record of past performance of similar work as exhibited by references from other companies serviced within the past two (2) years and other documentation related to vendor’s capabilities (25 points, or 25%); and

D. Price (35 points, or 35%).

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

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

7.11 Approval Process

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

7.12 Award Notice

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

7.13 Incurring Costs

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

7.14 Right to Protest

Any actual or prospective proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Commissioner of the Mississippi Department of Revenue. The protest shall be submitted in writing within seven (7) days after notification is received. The written protest letter shall contain an explanation of the basis of the protest. A protest is considered submitted when received by the Proposal Coordinator or Commissioner of the Mississippi Department of Revenue. To expedite the handling of the protest, the envelope should be labeled “Protest”. Protest filed after normal business hours on the seventh day will not be considered.
7.15 Post-Award Vendor Debriefing

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

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

7.16 Proposal Ownership

All proposals become DOR property. Proposals will be made available for inspection only after award of contract. For this reason, proprietary material should be clearly labeled as such. The classification of an entire proposal as proprietary or trade secret is not acceptable and may result in rejection of the proposal. Request to review proprietary information will be handled in accordance with state law and applicable procedures. All disclosures of proposal information to interested parties will be made in compliance with DOR policies and procedures established in accordance with the Mississippi Public Records Act of 1983 defined in Section 26-61-1 et seq., of the Mississippi Code and exceptions found in Section 25-61-9 and 79-23-1.

7.17 Partial Proposals Prohibited

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

7.18 Exceptions and Deviations

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

7.19 Compensation for Services

Compensation for services will be in the form of a fixed price agreement. Compensation will be based on a percentage mark-up beyond the hourly rates established by DOR for
the desired positions based on current labor market hourly wages for the positions. Services are to be provided on an as needed basis.

7.20 Conflict of Interest

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

7.21 Contract

Awards will not be final until DOR and the proposer have negotiated and executed a written contractual agreement and this agreement is approved by the Public Procurement Review Board. If a contract is awarded, the selected proposer will be required to comply with the terms and conditions, in Appendix A, that will be a part of the contract. The resulting contracts shall be governed by the applicable provisions of 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.

7.22 Office Closure Statement

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

8.0 Submission Procedures

8.1 Procedures for Submitting Proposal

A. Proposals must be written and formatted based on the forms furnished by DOR, or they may not be considered. Letters will not be considered a part of your
proposal. Facsimile transmissions will not be accepted. Failure to submit a proposal in the manner specified will be considered cause for rejection of proposal.

B. Proposals should be typed and single-sided; not handwritten. The proposal shall be signed by a company official with authorization to bind contractor to its provisions and submitted in a sealed envelope or package to 500 Clinton Center Dr. Clinton, MS 39056 no later than the time indicated in Section 5.0 Procurement Time Line.

C. Unless submitted in the Mississippi Accountability System Government Information and Collaboration (MAGIC) system, a packet must be delivered by the time indicated for submission in Section 5.0 of the Procurement Time Line. It must be labeled as noted in (E.) below. Proposals not properly marked and opened by mail personnel prior to the opening will be rejected. If submitted in MAGIC documents must be signed and scanned in as an attachment.

D. DOR reserves the right to decide, on a case-by-case basis, whether to reject with exceptions, modifications or additions outside the parameters set by this RFP, including specifications, as nonresponsive.

E. Sealed proposals should be hand delivered (strongly encouraged) or mailed and labeled as follows:

Mississippi Department of Revenue  
Attention: Proposal Coordinator  
Proposal #3120001761  
500 Clinton Center Dr  
Clinton MS 39056  
SEALED PROPOSAL – DO NOT OPEN

OR

Mississippi Department of Revenue  
Attention: Proposal Coordinator  
Proposal #3120001761  
P O Box 22828  
Jackson, MS 39225  
SEALED PROPOSAL – DO NOT OPEN

F. The parties submitting proposals are responsible for ensuring they are delivered by the required time assuming all risk of delivery. DOR will not be responsible for mail delays or lost mail. Delays due to system down time or weather will be reviewed on a case by case basis and the proposer should notify DOR Proposal Coordinator of such occurrences. Proposals and modifications or corrections thereof received after the closing time specified will not be considered. Any
proposals or responses received subsequent to the specified date and time shall remain sealed and be maintained as part of the procurement file.

8.2 Submission Format

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

A. Proposal Cover Sheet
B. Certification to sign on behalf of the company
C. Proposal Form # 1 – Clerical Staffing
D. Proposal Form # 2 – Warehouse Staffing
E. References
F. Reference Score Sheet # 1
G. Reference Score Sheet # 2
H. Acknowledgement of Amendments
I. Secretary of State Acknowledgement
J. Conflict of Interest Disclosure Statement
K. Technical Proposal

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

L. Insurance Certificate or Letter

9.0 Responsibilities & Duties

9.1 DOR Responsibilities

1. DOR will provide specific information about required education, skills and hourly rate of pay.
2. DOR will provide information on the projected length of the work assignment.

3. DOR will provide daily supervision of Temporary Staffing Provider’s employee.

4. DOR will provide a copy of all policies and procedures Appendix B & C by which the employee is to abide by.

5. DOR will provide timely payment for services rendered in accordance with E-Payments under terms and conditions in as stated herein.

6. DOR will provide information on the hours and location of the work assignment.

9.2 Temporary Service Provider Responsibilities

1. Fulfill all responsibilities as outlined in the Request for Proposal.

2. Provide qualified and competent staffing within **two weeks** of DOR’s order.

3. Provide qualified and competent replacement staffing within **two work days** of DOR’s request or sooner based on skill level. Further, Contractor shall provide same-day replacement for those staffing that are tasked primarily with manual labor so long as DOR makes a request for such replacement staffing prior to 12:00 p.m. If the request for such staffing is made by DOR after 12:00 p.m., Contractor will be required to have replacement staffing for the first shift the following day.

4. Administer appropriate skills tests with results provided to DOR.

5. Perform a criminal investigation on every individual **before** placement with DOR. Written confirmation/results of such check **shall** be provided to DOR prior to staff placement.

6. Perform a substance abuse test with no individual sent to DOR who had positive results. Confirmation of negative results **shall** be provided to DOR prior to staff placement.

7. Perform employment reference checks to validate application information.

8. Provide to DOR a copy of the signed DOR policy statements on which the individual certifies he/she is in compliance with all tax, tag and title laws in Appendix B and understands the confidential nature of DOR information in Appendix C.

9. Provide to DOR a copy of the individual’s application for employment.
10. Maintain accurate quality control records including the disposition of all complaints and allow inspection of said records when requested by DOR.

11. Allow for movement of an individual from contractual status to a DOR position after 6 weeks of employment with Temporary Service Provider with no fee to DOR or the individual.

12. Handle disciplinary matters promptly.

13. Provide itemized invoices weekly to DOR.

14. Allow for faxing or electronic submission of authorized time records from individuals and/or the individual’s supervisor for payroll purposes.

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

10.0 Physical Requirements

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

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

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

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

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

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

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

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

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

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

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

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

**Confidential Information**

“Confidential Information” shall mean: (a) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and, (b) all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the State. Each party to this agreement agrees to the following:

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

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

**Contractor Personnel**

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

**Debarment and Suspension**

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

1. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
2. has not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or
performing a public (federal, state, or local) transaction or contract under public transaction;

(3) has not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

(5) has not, within a three-year period preceding this bid, had one (1) or more public transactions (federal, state or local) terminated for cause or default.

Disclosure of Confidential Information

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

E- Payment

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

E- Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated, §§ 71-11-1 et seq.. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:
(1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

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

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

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

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

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

**Integrated Agreement/Merger**

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

**Notices**

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

For Contractor: name, title, Contractor, address

For the agency: Mississippi Department of Revenue
Herb Frierson, Commissioner
P O Box 22828
Jackson MS 39225

**Oral Statements**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the DOR and agreed to by Contractor.
Ownership of Documents and Work Papers
The Department shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the contractor's internal administrative and quality assurance files and internal Project correspondence. The Contractor shall deliver such documents and work papers to the Department upon termination or completion of the Agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from the Department and subject to any copyright protections.

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

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

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

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

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

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

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

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

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

**Severability**
If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision and to this end, 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 Bankruptcy
This contract may be terminated in whole or in part by MDOR upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefits of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

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

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

**Termination for Default Clause**

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

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

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

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

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

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

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

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

**Transparency Clause**
This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.*, and Mississippi Code Annotated. § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.*. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
Unsatisfactory Work
If, at any time during the contract term, the service performed or work done by the Contractor is considered by the Department to create a condition that threatens the health, safety, or welfare, the Contractor shall, on being notified by the Department, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Department shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

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

MISSISSIPPI DEPARTMENT OF REVENUE
(DOR)

Compliance With Tax, Tag and Title Laws
Policy Statement
September 1, 1996
Amended July 2010

PURPOSE

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

GENERAL

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

RESPONSIBILITY

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

As an employee of _________________________________ working on assignment for the MS Dept of Revenue, I have read and agree to abide by the statement above.

___________________________________________
Printed Name
Appendix C

MISSISSIPPI DEPARTMENT OF REVENUE (DOR)
Confidentiality of Information
Amended July 2010

<table>
<thead>
<tr>
<th>Purpose</th>
<th>To define the confidentiality of all information within the Department of Revenue (DOR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>All information within the DOR is to be held in the strictest confidence. No employee of the DOR is authorized to divulge any return information without the prior approval of the Commissioner or the director of a division, as applicable.</td>
</tr>
<tr>
<td></td>
<td>State law provides penalties for conviction of unauthorized disclosures of data from tax returns and related return information.</td>
</tr>
<tr>
<td></td>
<td>In addition to the other penalties, employees are also subject to dismissal from employment with the DOR for a breach of agency security or confidentiality.</td>
</tr>
<tr>
<td>Federal Tax</td>
<td>Since federal information is used by the DOR, you are advised that unauthorized disclosure of information may subject you to federal prosecution under the Internal Revenue Code. Federal law provides for both civil and criminal penalties for conviction of unauthorized disclosure of any federal tax return and return information data.</td>
</tr>
<tr>
<td>Information (FTI)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>It shall be unlawful for any person willfully to disclose to any person any return or return information acquired by him or another person. Any violation of this shall be a felony punishable by a fine in any amount not exceeding $5,000 or imprisonment of not more than 5 years, or both, together with the cost of prosecution.</td>
</tr>
<tr>
<td></td>
<td>It shall be unlawful for any person willfully to inspect any return information acquired by such person or another person. Any violation shall be punishable upon conviction by a fine in any amount not exceeding $1,000, or imprisonment of not more than 1 year, or both, together with the cost of prosecution.</td>
</tr>
<tr>
<td>Definitions</td>
<td><strong>Return</strong> - The term “return” means any tax information return, declaration of estimated tax, or claim for refund required by, or provided for or permitted under, the provisions of the federal or state statutes and any amendment or supplement thereof, including supporting schedules attachments or lists which are supplemental to, or part of the return filed.</td>
</tr>
</tbody>
</table>
Return Information- The term “return information” means a taxpayer’s identity, the nature, source, or amount of his income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, tax withheld, deficiencies, over assessments, or tax payments, whether the taxpayer’s return was, is being, or will be examined or subject to other investigation or processing, or any other data, received by, recorded by, prepared by, furnished to, or collected by the IRS or the DOR with respect to a return or with respect to the determination of the existence, or possible existence, of liability (or the amount thereof) of any person for any tax, penalty, interest, fine, forfeiture, or other imposition, or offense, and any part of any written determination or any background file document relating to such written determination which is not open to the public inspection, but such term does not include data in a form which cannot be associated with, or otherwise identify, directly or indirectly, a particular taxpayer.

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

____________________________________________                  ___________________
Signature                                               Date

____________________________________________
Printed Name
Appendix D

Proposal Package

Temporary Staffing

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

Proposal Cover Sheet

The Department of Revenue (referred to as “DOR” or “Department”) hereby solicits separate proposals using the competitive sealed proposal process. This process will allow us to assess prospective proposers on capability as well as price to establish a contract with a qualified agency to procure temporary clerical staffing for our Clinton location and a contract for temporary warehouse staffing at our Alcohol Beverage Control Distribution Center located in Gluckstadt, Mississippi.

Proposals are to be submitted as listed below, on or before 12:00 p.m. CST on August 20, 2019.

PLEASE MARK YOUR ENVELOPE:

Mississippi Department of Revenue  
Attention: Proposal Coordinator  
PROPOSAL #: 3120001761  
500 Clinton Center Drive  
Clinton, MS 39056  
SEALED PROPOSAL – DO NOT OPEN

NAME OF COMPANY __________________________________________________

QUOTED BY ______________________________________________________________

SIGNATURE____________________________________________________________

ADDRESS______________________________________________________________

CITY/STATE/ZIP________________________________________________________

TELEPHONE _____________________________________________________________

FAX NUMBER___________________________________________________________

EMAIL ADDRESS________________________________________________________

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

Name: _________________________
Phone Number: ________________

FEIN # (if company, corporation or partnership): ________________

SS # (if individual): ________________

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

What year was your company started? ________________________________

How many qualified employees do you employ? ________________________
Attachment B

Certification

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

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

[Please execute and return with Proposal Materials.]

Company: ____________________________ Signature________________________

Date: ________________________________ Title: __________________________

Printed Name: ________________________________
Attachment C

Proposal Form for Temporary Staffing
(Clerical Staffing)

Proposal Number: 3120001761

Gentlemen:

Pursuant to the advertisement for proposal to be received, I/We ______________
____________________________located at ________________________________

___

____________________________located at ________________________________

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

% Mark Up ______________________________

Exceptions and/or Deviations?       Yes___   No___

Company: ___________________________   Signature: ______________________

Address: ___________________________   Printed name: ______________________

____________________________   Title: _________________________________

Phone: _____________________________   Date: _____________________________

E-mail Address_______________________
Attachment D

Proposal Form for Temporary Staffing
(Warehouse Staffing)

Proposal Number: 3120001761

Gentlemen:

Pursuant to the advertisement for proposal to be received, I/We ________________ located at ____________________
do submit our proposal. This proposal is made without collusion on the part of any person, firm or corporation.

% Mark Up _________________________

Exceptions and/or Deviations? Yes___ No___

Company: __________________________ Signature: __________________________

Address: __________________________ Printed name: __________________________

______________________________ Title: __________________________

Phone: __________________________ Date: __________________________

E-mail Address_______________________
# Attachment E

## 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 F**

**Temporary Staffing**

**Procurement Reference Score Sheet # 1**

**TO BE COMPLETED BY AGENCY STAFF ONLY**

Company Name: ____________________________

Reference Name: ____________________________

Person Contacted, Title/Position: ____________________________

Date/Time Contacted: _________________

Service From/To Dates: ____________________________

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Able to provide Temporary Staffing services (clerical or warehouse) when you called?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Satisfied with the Temporary Staffing services provided? If no, please explain.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor easy to work with in scheduling Temporary Staffing services?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Was the Temporary Staffing services completed on time and within budget?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ___.)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Would you enter into a contract with them again?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Would you recommend them?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

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

**Score:** Pass/Fail

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do you have any business, professional or personal interest in the vendor’s organization? If yes, please explain.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Temporary Staffing

Procurement Reference Score Sheet # 2

TO BE COMPLETED BY AGENCY STAFF ONLY

Company Name: ______________________________

Reference Name: ______________________________________

Person Contacted, Title/Position: ______________________________________

Date/Time Contacted: ________________

Service From/To Dates: ________________________________

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Able to provide Temporary Staffing services (clerical or warehouse)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>when you called?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Satisfied with the Temporary Staffing services provided? If no, please</td>
<td></td>
<td></td>
</tr>
<tr>
<td>explain.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor easy to work with in scheduling Temporary Staffing services?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Was the Temporary Staffing services completed on time and within budget?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vendor listened when you had an issue and readily offered a solution?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(If never had an issue, please check here ___.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Would you enter into a contract with them again?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Would you recommend them?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Score: Pass/Fail

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do you have any business, professional or personal interest in the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>vendor’s organization? If yes, please explain.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 H

Acknowledgement of Amendments

Please sign and print at the appropriate statement.

I acknowledge receipt of all amendments associated with Proposal #__________.

They are as follows:

1. __________________________________________
2. __________________________________________

______________________________________________
Printed Name                                             Company Name

Printed Name

__________________________________
Signature

There were no amendments associated with Proposal #______________.

______________________________________________
Printed Name                                             Company Name

__________________________________
Signature
Attachment I

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 J

Conflict of Interest Disclosure Statement

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

_________________________________________, acknowledges that we (Vendor Name)

_______ do not have a conflicting interest to report.

_______ do have a conflicting interest (please disclose below).

Describe the Nature of the Conflicting Interest:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Signature ___________________________ Date __________

Printed Name ___________________________
Attachment K

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

1. Letter of Introduction: An individual authorized to legally bind the Vendor must submit and sign a Letter of Introduction. The person who signs the letter will be considered the contact person for all matters pertaining to the Offer unless the Vendor designates another person in writing. The letter should include a very brief overview of what your company has to offer and why you think your company should be selected as the Vendor to provide the services relative to the RFP.

2. Executive Summary: The Vendor must prepare an Executive Summary to include a more detailed overview of the services of its offering. This will include a general description about the company, including the nature of the business, years in operation, number of employees, types of services offered and any experience in similar situations. The Vendor should include statements that demonstrate the understandings of services required as noted in the Section 1.0 Scope of Services, Section 2.0 Characteristics of Work, Section 9.2 Temporary Service Provider Responsibilities and Section 10.0 Physical Requirements.

3. Business and Directory Information: Vendor must provide the following:

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

a. How do you propose to administer and manage our contract including placement, payroll, etc.?
b. How do you propose to manage high-volume timekeeping?
c. How do you propose to administer performance reviews with temporary workers to track skill alignment and fulfillment of need by the Agency?
d. How do you propose to work with the Agency in ensuring ongoing performance reviews for the entire contract?
e. How do you propose to transition from the current contract that is in place to your contract? (Current vendor should address from the perspective of not having the current contract)
f. How do you propose to meet the Agency’s demand? Do you believe you will be ready to handle volumes associated with the Agency with minimal transition time?

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

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

5.2 Number of years’ experience with providing types of services specified in Section 1.0 Scope of Services, Section 2.0 Characteristics of Work, Section 9.2 Temporary Service Provider Responsibilities and Section 10.0 Physical Requirements.

5.3 Include information supporting a history of the quality of the temporary employee services the Vendor has provided.

5.4 Describe initiatives/programs/benefits that will minimize turnover and absenteeism.

5.5 Provide information regarding testing and prescreening procedures for temporary service employees. Identify what testing and prescreening procedures are included in the cost proposal.

6. **Personnel:** The Vendor must provide resumes for all key personnel, including the account manager, who will be involved in providing the services contemplated by this RFP. Resumes must include the full name, education background, and years of experience and employment history particularly as it relates to the scope of services specified herein.

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

8. **Insurance:** The Vendor must provide certificates from its insurer(s) certifying that it has appropriate and comprehensive insurance covering any incident arising from its operation. Please refer to Section 6.5, Insurance for minimum requirements.
9. **Cost:** The Agency will identify the hourly rate to be paid to each Temporary Worker for each particular job assignment. Please identify your **Percentage markup** over the hourly rate as set by the Agency- __________% (Also note on Proposal Form in Attachment C and D).

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