



IFB # 2025-02A

PRINT ON DEMAND ROAD AND BRIDGE REGISTRATION RECEIPT WITH ATTACHED DECAL

Issue Date: **3/05/2025**

Closing Location

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

BID Coordinator

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Closing Date and Time

Bids must be received by **April 10, 2025, 12:00 p.m. (CST)**

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**MISSISSIPPI DEPARTMENT OF REVENUE
INVITATION FOR BID
PRINT ON DEMAND ROAD AND BRIDGE REGISTRATION
RECEIPT WITH ATTACHED DECAL**

Section I – General

1.0 Scope of Services

The Department of Revenue (referred to as “DOR” or “Department”) is hereby requesting bids for a turnkey solution for producing vehicle registration forms with validation stickers at each of the Tax Collector’s offices throughout the State. These forms with validation stickers are expected to print at the time of sale to taxpayers. This system is designed to eliminate the requirements for maintaining large quantities of pre-printed validation stickers and separate road and bridge registration receipt forms.

The system must have security features to allow easy authentication of validation stickers issued. The validation sticker portion of the form should be blank until the time of printing and issuance. The system must address inventory control, distribution, and auditing. Ongoing maintenance and support of the system must be supplied by the Bidder during the entire term of the contract at no added cost to the Department.

Bidder shall be responsible for integrating the system within the Department’s computer and network infrastructure currently in place for issuing registration receipt forms with validation stickers. Bidder shall provide all requirements necessary to ensure that Print on Demand will successfully integrate with the Department’s infrastructure.

It is the responsibility of the prospective bidder to review all information contained within this Invitation and accompanying attachments. Notifications must be sent to the Department if a vendor believes the information contained in this Invitation is devised in such a manner that would restrict competition.

2.0 Procurement Timeline

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

- | | |
|--|---|
| A. Invitation for Bid Issue Date: | March 5, 2025; 9:00 AM CST |
| B. First Publication: | March 5, 2025, and March 6, 2025 |
| C. Second Publication: | March 12, 2025, and March 13, 2025 |
| D. Third Publication: | March 19, 2025, and March 20, 2025 |

E. Deadline for Submission of Questions:	March 27, 2025; 5:00 PM CST
F. Deadline for Posting of Answers:	April 3, 2025; 5:00 PM CST
G. Bid Packet Submission Deadline:	April 10, 2025; 12:00 PM CST
H. Bid Opening:	April 10, 2025; 2:00 PM CST
I. Projected Award Notification:	April 17, 2025
J. Debriefing Request Date:	April 22, 2025
K. Protest Deadline:	April 24, 2025
L. Projected Award Date:	May 1, 2025
M. Projected Start Date:	August 1, 2025

3.0 General Terms of Contract

The term of this agreement shall be for sixty (60) months and shall commence on August 1, 2025, and end on July 31, 2030. Vendor may request an increase to the price **only** due to a documented increase in costs. Such an adjustment to the price will be granted or denied solely at the discretion of the Mississippi License Tag Commission (referred to as “LTC”).

All orders received by the vendor shall be filled in accordance with the terms and conditions of the contract. The procedure for contract extension shall be as follows: If service and quality have been acceptable during the initial contract period, the Department will issue a letter sixty (60) days prior to the end of the initial contract period in which the Department will ask the awarded vendor to indicate their desire to extend the contract for an additional year. If the vendor wishes to renew the contract, the Mississippi License Tag Commission will then determine if a renewal would be in the best interest of the Department. If both parties agree to the renewal, the contract will then be in force for an additional year.

The contract will be in force for the decal year 2025. Delivery of the initial order must be made by August 1, 2025. Additional forms must be furnished at any time during the decal year.

4.0 Eligibility Requirements

4.1 Qualifications of Bidder

The bidder 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 bidder shall be required to give past history and references in order to satisfy DOR in regard to the bidder's qualifications. DOR may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to DOR all information for this purpose that may be requested. DOR reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy DOR that the bidder properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of bidder's qualifications shall include:

- (1) The ability, capacity, skill and financial resources to perform the work or provide the service required.
- (2) The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
- (3) The character, integrity, reputation, experience and efficiency of the bidder.
- (4) The quality of performance on previous contracts or services.
- (5) The bidder must have a minimum score of twelve (12) to be found responsive.

4.2 References

A corporate officer of the license plate manufacturer shall certify in writing that the bidding company is currently providing similar license plate manufacturing and related distribution services to other jurisdiction(s) that are similar in scope to those required herein.

Four (4) separate jurisdictional references (name, jurisdiction, title, phone number, email address) should accompany the bid submission.

DOR will contact these clients as references to evaluate the quality of the commodity. Reference information must be provided as part of the packet submitted for consideration.

Although DOR requires the provision of a minimum of four (4) reference, the bidder may submit as many references as desired. References will be contacted in order listed until a minimum of two (2) references have been interviewed. Bidders are encouraged to submit additional references to ensure that at least two references are available for interview. It is the responsibility of the bidder to verify before submitting their bid 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 bid to be found responsive. In addition, the bidder must have a minimum score of six (6) on the Reference Score Sheet in **Attachment E and F** from the reference interviews by DOR with two (2) references, for a total minimum score of twelve (12).

4.3 Business Longevity

Each bidder must have been in business a minimum of five (5) years and provided plates to another state in the US during that time at a rate of at least 900,000 plates per year for at least one year prior to submission of its bid. Business expertise information must be provided on **Attachment A**, as part of the bid package submitted for consideration.

4.4 Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies it is registered to do business with the State of Mississippi through the 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.

4.5 Bid Surety Bond

A bid (surety) bond of \$2,500, or 10% of bid, whichever is greater, must accompany each bid and should be made payable to the State of Mississippi. Bid Bonds shall be returned to unsuccessful bidders immediately after the successful bidder is announced. On failure of the successful bidder to enter contract and Performance Bond as provided by Statute, the Bid Bond shall be forfeited to the State of Mississippi. As soon as the Performance Bond is approved, the Bid Bond will be returned to the successful bidder.

4.6 Performance Bond

The successful bidder shall submit to the State of Mississippi a Performance Bond in the amount of the total initial Purchase Order prior to the final award of the contract. The bond shall be made payable to the State of Mississippi by an authorized surety company, conditioned that the bidder will make deliveries within the times stated and in strict accordance with the provisions of the contract. The bond shall also contain the following provisions concerning liquidation damages to which the company issuing shall bind itself.

1. For failure to deliver the registration forms with decals, equipment, and supplies necessary to produce the stickers by or on August 1, 2025, where such failure is not caused by strike or any other delay beyond the reasonable control of the vendor, the State of Mississippi will be damaged in the amount of \$1,000.00 per day for each and every day after August 1, 2025, until all materials are delivered to the Department and all county offices.

2. For failure to deliver any additional registration forms with decals by the date specified (45 days after purchase order) where such failure is not caused by strike or any other delay beyond the reasonable control of the vendor, the State of Mississippi will be damaged in the amount of \$1,000.00 per day for each and every day after the date specified for delivery until all additional forms are delivered to the Department and/or all county offices.

4.7 Liquidation Damages

In case of a breach by the vendor as to delivery of the registration forms with decals, equipment, or supplies necessary for the production of the stickers by August 1, 2025, the vendor will agree to pay the State of Mississippi, as liquidation damages, the amount of \$1,000.00 per day for each and every day after August 1, 2025, until the registration form with decal, equipment, and supplies necessary to produce the forms are delivered to the Department and all county offices. The Department will accrue damages regardless of whether the Mississippi License Tag Commission permits the vendor to continue to produce and deliver the registration forms with decals after the vendor's breach in failing to deliver said decals from another source.

4.8 Set Off

The State of Mississippi shall be allowed to deduct and retain out of the money which may become due to the vendor, the amount of any damages incurred by the State of Mississippi from the action or inaction of the vendor, including, but not limited to, the liquidated damages indicated above.

5.0 Procurement Methodology

5.1 Approach

It is understood that all bids are submitted on the basis of complying with the provisions, terms and specifications set 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 bid forms and specifications that can be waived or corrected without prejudice to other bidders when it is in the best interest of DOR.

The Mississippi License Tag Commission reserves the right to reject any and all bids. Bids submitted must be for the total number listed in the specifications. No bids for any part of the total will be accepted.

The bidder 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

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

5.2 Rule of Procurement

All formal bids shall be binding for a minimum of forty-five (45) days after opening. If a bid is withdrawn after opening, the vendor will be removed from the list of eligible bidders for a period of six (6) months.

5.3 Procedure for Answering Questions

- A. All questions concerning this Invitation for Bid or the bid process must be submitted by 5:00 p.m., on 3/27/2025 to:

BidQuestions@dor.ms.gov

- B. Questions and request for clarification must be submitted via email during normal business hours by the deadline reflected in Section 2.0, Procurement Timeline. Questions after this time will not be considered.
- C. All questions and answers shall be treated as amendments to the IFB. See section 5.7 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 IFB. Additionally, the questions and answers will be published on the DOR website (www.dor.ms.gov) in a manner that all bidders will be able to see that any correspondence or communications are properly received.
- D. It shall be incumbent upon all bidders to understand the provisions of the scope of services and to obtain clarification by the time reflected in Section 2.0, Procurement Timeline. Bidders 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 IFB unless formally noticed and issued by:

Nyla Kendrick, Procurement Officer
Email: nyla.kendrick@dor.ms.gov

5.4 Bid Amendment or Withdrawal

No bids shall be modified after the specified time for the opening. If a bid is withdrawn after opening, the bidder will be removed from the list of eligible for a period of six (6) months. A bidder may withdraw a bid 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; only complete withdrawals are permitted.

5.5 Late Submission

No late bids, 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. Late bids or responses shall remain sealed and be maintained as part of the procurement file

5.6 Negotiation Rights

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

5.7 Amendments to the Invitation for Bid

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

Additionally, each bidder shall complete **Attachment G**, Acknowledgements of Amendments, and include it as part of its bid packet.

5.8 Opening Procedures

Bid openings shall be open to the public and shall be made in the presence of a member of the Mississippi License Tag Commission. However, they will serve only to open bids. No discussion will be entered into with any vendor/bidder as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. Although all bidders are invited and encouraged to attend the bid-opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by the bidders. Questions will **not** be answered as a result of telephone inquiries.

5.9 Competitive Negotiation

The bid method to be used is that of competitive negotiations from which DOR is seeking the best combination of price, experience and quality of service. Discussions may be conducted with bidders who submit bids determined to be reasonably susceptible of being

selected for award. Likewise, DOR also reserves the right to accept any bid as submitted for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to bid their most favorable terms initially.

5.10 Bid Evaluation

Contracts and purchases will be made or entered into with the responsive bidder who submits the lowest price and meets all specifications. Factors to be considered in determining the lowest, responsive bidder include:

- Price
- Conformity
- Reference response
- Qualified to contract with the State of Mississippi

5.11 Award Notice

The projected award, if made, will be by the Department within seven (7) days after the bid opening. After the Department makes the award, official notification will be sent to all participating vendors. This information will only be released in written form. The Department will not respond to telephone calls requesting the information.

5.12 Incurring Costs

Actions taken by a bidder before the receipt of the official notification will be at the bidder's own risk, and the Department of Revenue will not be responsible for such actions.

5.13 Right to Protest

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

5.14 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 Bid 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. If a respondent prefers to have legal representation present, the respondent

must notify the Bid Coordinator of the DOR in writing and identify its attorney by name, address and telephone number.

5.15 Bid Ownership

All bids become DOR property. Bids will be made available for inspection only after award of the contract. For this reason, proprietary material should be clearly labeled as such. The classification of an entire bid as proprietary or trade secret is not acceptable and may result in rejection of the bid. Request to review proprietary information will be handled in accordance with state law and applicable procedures. All disclosures of bid information to interested parties will be made in compliance with DOR policies and procedures established in accordance with 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.

5.16 Partial Bids Prohibited

A corporate officer of the license plate manufacturer shall certify in writing that, at the time of the bid submission, the manufacturer's facility is currently capable of producing 100% of the annual and/or re-issue Mississippi production as stated in this specification.

Bids submitted must be for the total number of license tags as listed in the specifications. Bids submitted must be all or none. Bids will not be accepted for any part of the total.

5.17 Exceptions and Deviations

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

5.18 Compensation of Services

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

5.19 Conflict of Interest

All bids must be accompanied by a statement disclosing (1) any involvement, financial or otherwise, that an employee, officer, or agent of DOR may have in the proposing organization, and (2) any involvement, financial or otherwise, that any employee, officer of any other governmental agency may have in the proposing organization. Disclosure statement form included in **Attachment I**.

5.20 Contract

Awards will not be final until DOR and the bidder have negotiated and executed a written contractual agreement and this agreement is approved by the Mississippi License Tag Commission. If a contract is awarded, the selected bidder will be required to comply with the terms and conditions, in Appendix A, that will be a part of the contract.

5.21 Office Closure Statement

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

6.0 Submission Procedures

6.1 Procedures for Submitting Bid

- A. Bids 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 the bid packet. Facsimile transmissions will not be accepted. Failure to submit a bid in the manner specified will be considered cause for rejection of bid.
- B. Bids should be typed and single-sided; not handwritten. Failure to submit a bid in the manner specified will be considered cause for rejection of the bid. The bid shall be signed by a company official with authorization to bind vendor to its provisions and submitted in a sealed envelope or package to 500 Clinton Center Dr. Clinton, MS 39056 no later than April 10, 2025.
- 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 2.0 of the Procurement Time Line. It must be labeled as noted in (E.) below. If submitted in MAGIC, documents must be signed and scanned in as an attachment.

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

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

Mississippi Department of Revenue
Attention: Nyla Kendrick
Bid # 2025-02A
500 Clinton Center Dr.
Clinton, MS 39056
SEALED BID – DO NOT OPEN

F. The parties submitting bids 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 downtime or weather will be reviewed on a case-by-case basis and the bidder should notify DOR Bid Coordinator of such occurrences. Bids and modifications or corrections thereof received after the closing time specified will not be considered. Any bids or responses received subsequent to the specified closing date and time shall remain sealed and be maintained as part of the procurement file.

6.2 Submission Format

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

- A. Attachment A – Bid Cover Sheet
- B. Attachment B – Certification to Sign on Behalf of the Company
- C. Attachment C – Bid Form # 1 – **Print on Demand Road and Bridge Registration Receipt with Attached Decal**
- D. Attachment D - References
- E. Attachment E – Reference Score Sheet # 1 – *Return with packet unsigned*
- F. Attachment F – Reference Score Sheet # 2 – *Return with packet unsigned*
- G. Attachment G – Acknowledgement of Amendments
- H. Attachment H – Secretary of State Acknowledgement
- I. Attachment I – Conflict of Interest Disclosure Statement

Section II – Print on Demand

The terms “registration forms”, “forms” and “forms with decals” are used interchangeable in these specifications and all terms will designate all serialized, month, blank and sample registration forms with decals.

A. Printing Technology

1. Thermal transfer printing technology must be used to ensure print durability and retention.
2. All printers necessary to allow print on demand capabilities for all Tax Collectors offices and the Department must be included.
3. Describe in detail the proposed quantity and logistics of thermal transfer printers to be deployed in the Tax Collectors offices and the Department.
4. Proposal should describe all necessary connectivity requirements in the Tax Collectors offices.
5. Proposed printers must be able to print bar codes on demand.
6. Proposed printers must print at a minimum of three inches per second.
7. All necessary printers, spare printers, and replacement printers for the term of the contract must be supplied.
8. Maintenance and support of all deployed printers is expected during the term of the contract.

B. Print Server System

1. The Department desires a centralized system to manage the print requests and printers throughout the State. Describe how the proposed solution will accomplish this.
2. Print on Demand must integrate with the current Department system.
3. Maintenance, support and all fees associated with the Print on Demand system shall be provided throughout the term of the contract.
4. Describe in detail all requirements necessary to interface the proposed solution with the Department system.

5. It is necessary to be in strict compliance at all times with the security standards set forth by the Department policy. This shall include security items such as data, transmission, storage, and physical security.
6. All necessary updates for Print on Demand shall be maintained and kept current. Describe proposed methodology to satisfy this requirement.
7. There is a minimum monthly fee of \$500 payable to Information Technology Services (ITS) for the housing of the servers. This fee shall be paid by the vendor.

C. Print Server Application

1. All applications necessary to integrate Print on Demand with the existing Department applications shall be provided to the Department at no additional cost.
2. Details to the applications necessary for Print on Demand shall be provided.
3. All applications provided or developed shall be compliant with common industry standards and provide details of compliance.
4. All proposed applications must be introduced in a centralized environment. The Department does not desire the installation and support of applications installed at Tax Collector offices throughout the State.
5. Describe the support and maintenance of applications to be installed with the proposed solution.

D. Solution Management

1. Reporting capabilities shall be provided with the proposed solution. The following reports are required:
 - a. Transaction volumes by day and by user-definable time periods.
 - b. Transaction volumes by office.
 - c. Transaction reprint volumes by day and by user-definable time periods.
 - d. Transaction reprint volumes by office.
 - e. Inventory levels by office.
 - f. Service call and support incident reporting by month.
 - g. System status reporting.

2. Audit capabilities shall be provided with the proposed solution. The following minimum audit components are required:
 - a. Inventory level discrepancies.
 - b. Transaction accountability. The Department and County offices expect to be able to determine transaction detail by time, date, office, and user.
 - c. Reprint accountability. The Department and County offices expect to be able to determine reprint detail by time, date, office, quantity, and user.
 - d. The Department expects real-time alerts of reprint activity. Details shall be provided as to how this requirement will be satisfied.
3. User access control must be employed on all report and audit functions provided.
4. The proposed solution shall describe in detail how it will be managed on a day-to-day basis.
5. The service and support of proposed solution shall be described in detail.

E. Form Requirements

1. Registration document material must be designed for thermal transfer printing.
2. Registration documents shall be on virgin or recycled paper.
3. Validation stickers must be affixed to document material prior to printing.
4. The Department shall have the option of one or two decals affixed to the registration form.
5. Validation stickers must be affixed to registration document within a 1/32" tolerance with regard to placement on document.
6. Validation stickers must be easily removed and documents must be preprinted with instructions as to proper removal of validation sticker.
7. Registration documents must have front and back printing with verbiage specified by Department.
8. The dimensions of the registration document shall be 8 ½ by 4 inches long.
9. Reverse side printing color shall be specified by the Department.

10. Registration documents are to be packaged in quantities of 500 documents per box.
11. Packaging of registration documents shall be as follows:
 - a. Documents must be protected within packaging by plastic and desiccant bags.
 - b. All packaging boxes must be double wall for strength.
 - c. Packaging must not include cardboard or any other hard material for fillers.
 - d. If packages are shipped on pallets; stack height of boxes is to be limited to four and must be shipped with sticker material in vertical position to lessen chances of blocking due to weight and pressure.
12. Bidder shall be responsible for maintaining inventory levels at each County office and the Department locations.
13. Bidder shall be responsible for distribution and shipping of documents to each County office and the Department locations.
14. A 90 day supply of registration documents shall be maintained at each location.
15. Registration documents shall be provided with perforations for specific use applications as follows:
 - a. Print on demand – Hand perforation cuts to ties per form .051 cut X .032
16. Engineering drawings of proposed document formats for print on demand applications must be provided.

F. Key Contact Person

1. The Bidder shall designate a contact person to be assigned to the Department.
2. The Bidder shall provide progress milestones for the proposed solution in detail.
3. The Bidder shall describe project management change control process.
4. The Bidder shall provide a proposed Work Plan with this response.

G. Solution Deployment

1. An Installation Plan shall be provided within 30 days of contract award.
2. A Deployment Plan shall be provided within 30 days of contract award.

3. All installation services and personnel shall be provided at no additional cost to the Department.
4. All deployment services and personnel shall be provided at no additional cost to the Department.

H. Training

1. A comprehensive Training Plan shall be provided within 60 days of contract award.
2. Training manuals shall be provided to each Tax Collector office. Manuals shall include but not be limited to:
 - a. Frequently asked questions
 - b. Inventory control
 - b. Replacement of forms
 - c. Basic printer operation
 - d. Support procedures
3. Ongoing training throughout the term of the contract shall be provided as deemed necessary.

I. Pilot County Implementation

Pilot Counties will be the county offices that will start Print on Demand three (3) months prior to the full Implementation. There will be fifteen (15) Pilot Counties. The purpose of the Pilot Counties is to:

- a. Verify that the Print on Demand solution operates as designed
- b. Gain feedback for general rollout
- c. Gain an understanding of the terminal's functionality
- d. Know what to expect when a problem or issue arises

J. Help Desk

1. Help desk services shall be provided to the Department and each of the 104 Tax Collector offices. The explanation of Help Desk services shall include but not limited to:

- a. Hours of Operation
 - b. Response time
 - c. Issue resolution procedures
 - d. Issue escalation procedures
2. Help desk performance reports shall be provided to the Department on a monthly basis.
3. A single toll free number shall be provided to the Department and all Tax Collector offices for help desk support.
4. Describe proposed service level agreements to include initial response time, on site response time, escalation procedures, and issue reporting.

K. Inventory

1. A 90-day supply of registration forms with validation stickers should be maintained at each Tax Collectors office and the Department.
2. The Bidder shall be responsible for all distribution and shipping costs.
3. Describe proposed methodology for maintaining and auditing consumption and waste of issued materials.

L. Field Service

1. Field service support personnel shall be provided in sufficient quantity to maintain compliance with service level agreements.
2. All field service personnel shall be professional, courteous, and of proper dress while interacting with Department or Tax Collector personnel.
3. All field service personnel shall be properly trained and properly prepared for service calls.

M. Disaster Planning

1. Details shall be provided for procedures utilized for disaster recovery with regard to the Print on Demand solution.
2. A disaster recovery plan shall be provided prior to implementation.

Section III – Validation Decals

A. Description

The retroreflective (hereafter referred to as “reflective”) sheeting shall consist of lens elements enclosed within a transparent resin and shall have either two pre-coated pressure sensitive adhesives separated by a liner or a single adhesive layer, depending on taxpayer requirements. The first layer assures maximum adhesion to the license plate, while the second layer, piggyback coated on the liner of the first adhesive, facilitates sheeting and card-stock processing through the manufacturer’s thermal transfer printing system.

The sheeting shall display protective security marks are extremely difficult to counterfeit. These security marks shall facilitate visual verification of authenticity.

The reflective sheeting shall have a smooth weather resistant surface, which is receptive to durable thermal transfer resin colorants. The surface shall enable high quality thermal transfer imaging. The reflective stickers shall be processed according to the sheeting manufacturer’s recommendations.

B. Prequalification

Prospective bidders, who desire to prequalify materials governed by this specification, should submit technical data exhibiting characteristics and processing parameters of the sheeting, adhesives, thermal transfer printing colorants, and equipment systems for the production of completed validation stickers. If a review of the technical data indicates that the proposed materials and equipment comply with the requirements of this specification, the prospective bidder or supplier shall be so notified.

C. Retroreflective Characteristics

1. The unprinted reflective sheeting shall have the following minimum coefficients of Retro-reflection expressed as candlepower per foot candle per square foot of Material, (candelas per lux per square meter). Test samples shall be oriented as specified in the manufacturer’s instructions. The coefficient of retroreflection shall be measured in accordance with ASTM E-810, “Standard Test Method for Coefficient of Retro-reflection of Retro-reflective Sheeting,” except that only one reading shall be taken at each position; the sample shall not be rotated 90 degrees.

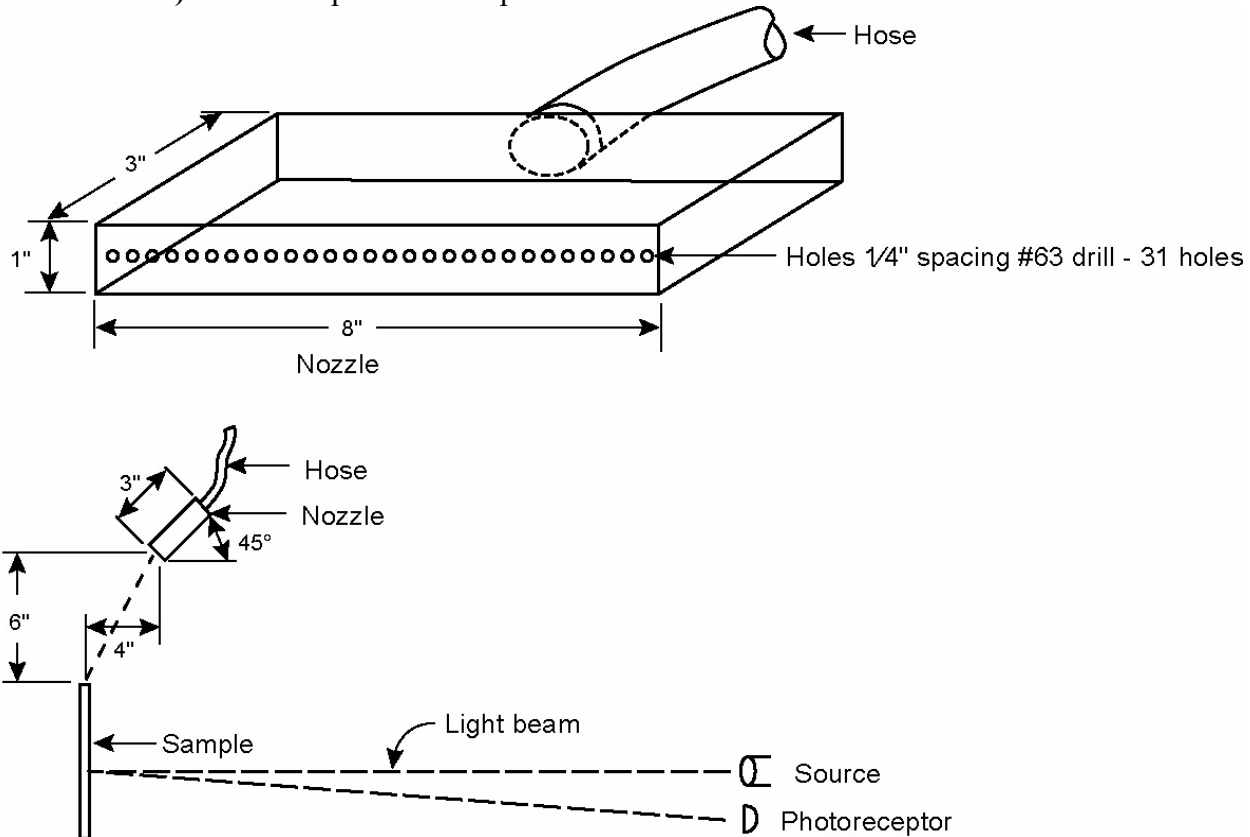
White	Observation Angle
trance Angles	0.2°
-4°	50.0
40°	15.0

See Appendix I for Retroreflective Characteristics of other colors.

2. Rainfall Performance

- a. The coefficient of retroreflection of the same sheeting, totally wet by rain, shall not be less than 90% of the above values. The photometric performance during rainfall shall be determined as follows:

1) Test set-up for rainfall performance:



Place source and photoreceptor in horizontal plane

- 2) Place the test panel in an upright position 6 inches (15.2 cm) below and 4 inches (10.1 cm) in front of the nozzle as shown below:
- 3) Apply sufficient water pressure so that the upper surface of the spray envelope strikes the top of the panel.
- 4) With water falling on the panel, measure the coefficient of retroreflection. Wet performance measurements shall be conducted at 0.2° observation and -4° entrance angles in accordance with ASTM E-810.

D. Adhesive and Protective Liner

1. The first pre-coated pressure-sensitive adhesive shall form a durable, vandal resistant bond to clean, dry, properly painted or reflective sheeting license plate surfaces or sticker surfaces of the same material.
2. Adhesive No. 2, if required for a piggyback construction and applied to the backside of adhesive No. 1's liner, shall hold retroreflective stickers on a temporary support liner prior to release and tipping onto cardstock.
3. The adhesive shall not exude from sheeting edges when processed into finished stickers so as to cause pieces to stick together during printing, handling or while packaged in shipment and distribution.
4. The protective liner of adhesive No. 1 shall be removed by peeling without soaking in water or other solvents and shall be easily removed after storage for four hours at 150 degrees F. (66 degrees C.) under a weight of 2.5 lbs. per sq. in. (0.17 kg/cm squared).

E. Validation Sticker Requirements

1. Sticker adhesion must be warranted to remain durable and last a minimum of 5 years under normal road conditions. During that 5-year period, the sticker must not:
 - a. Crack
 - b. Become brittle, flaky, discolored
 - c. Acquire a powdery surface
2. Printing on the sticker must have a 2-year service life if exposed to the following solvents:
 - a. Degreaser
 - b. Isopropyl Alcohol 92%
 - d. Water
 - e. Windex
 - f. Ethanol
 - g. Brake Fluid
 - h. Gasoline

- i. Fuel Oil
- j. Diesel Fuel
- k. Abrasive soap/cleaning detergents
- l. Kerosene
- m. Steam

3. When stickers are applied to the vehicle license plate:

- a. A minimum of 5 stickers should be able to be applied on top of each other.
- b. Under normal service use, stickers must adhere to the surface of the license plate, for a minimum of 5 years without:
 - i. Fading
 - ii. Disintegrating
 - iii. Detaching from the license plate or a previous sticker to which it has been affixed

F. Diffuse Daytime Color

Through instrumental color testing, the diffuse daytime color of the reflective sheeting shall conform to color requirements as determined spectrophotometrically in accordance with ASTM E-1164 and E-1349, utilizing either 45/0 or 0/45 degree illumination/viewing conditions as described in E-1164 and E-1349 for retroreflective materials. Chromaticity and the Luminance Factor based on CIE tristimulus values for the 2° observer and Illuminant D65, shall be calculated in accordance with ASTM E-308.

Chromaticity Coordinate Corner Points			
Color	\bar{x}	\bar{y}	Luminance Factor Y (%)
White	.303	.290	35 min.
	.365	.354	
	.340	.378	
	.278	.316	

See Appendix II for color specification requirements of other colors.

G. Directional Security Marks

The sheeting shall have protective directional security marks, which are an integral part of the sheeting, and which make unauthorized sticker reproduction extremely difficult. The security marks shall be of a design mutually agreed upon by the Department and the sheeting manufacturer and shall meet the following additional requirements:

1. The security marks shall:
 - a. Be verifiable in diffuse daylight and by retroreflected light at night;
 - b. Not alter sheeting colors or reduce sheeting brightness below specified levels;
 - c. Not be removable by chemical or physical means from the sheeting or finished validation sticker, applied or unapplied, without irreparable damaged to the reflective system.

H. Cleanability

The sheeting processed into finished stickers and applied in accordance with the recommendations of the reflective sheeting manufacturer, shall be readily cleansed of normal dirt accumulation by washing with water and mild detergent.

The surface shall also be sufficiently solvent-resistant to permit cleaning with solvents commonly used to clean vehicle finishes. Accordingly, the surface printed colorant shall show no wear after exposure to 25 cycle rubs (one cycle equals one rub back and forth) with a “Q-tip” type cotton swab with gasoline, methyl alcohol, kerosene, mineral spirits, VM & P naphtha, 409 cleaner, window cleaners, and other common cleaners used to clean automotive paint finishes. See Appendix III for the test method.

I. Wet Abrasion Resistance

Finished stickers shall show good wet abrasion resistance after 1000 cycles of “Wet Scrub” testing. No appreciable wear shall be observed. See Appendix III for the test method.

J. Performance Life

Finished stickers including surface printed colorants shall remain clear and durable and shall provide a compatible surface for direct application of additional annual validation stickers of the same material.

K. General and Dimensional Requirements

The decal sheeting shall be furnished as individual stickers attached to a registration form.

L. Packaging and Delivery

All registration forms with reflective sheeting decals shall be packaged in accordance with accepted commercial standards.

Section IV – Validation Decal Fabrication Requirements – Centrally Issued Decals by Department of Revenue

A. Design, Color and Size

1. The design of retroreflective stickers shall be a duplicate of the sketch approved by the Mississippi License Tag Commission. The color of the validation stickers shall be as indicated by the chart below. The column labeled “Background” means the color of the background of the sticker and the column labeled “Year or Letters” means the color of the number or letters indicating the year or month of the sticker or, in the case of blank stickers, the color of the words “No Decal Required”.

<u>Type of “2025” Sticker</u>	<u>Year or Letters</u>	<u>Background</u>
Passenger & Motorcycle	Black	White
Other Trailers	Black	White
Months	Black	White
No Decal Required	Black	White
Heavy Truck & Apportioned	Black	Yellow/Green

<u>Type of “2026” Sticker</u>	<u>Year or Letters</u>	<u>Background</u>
Heavy Truck & Apportioned	Black	Yellow

<u>Type of “2027” Sticker</u>	<u>Year or Letters</u>	<u>Background</u>
Heavy Truck & Apportioned	Black	White

2. The dimensions of all stickers, except motorcycle stickers, shall be one and one half (1 ½) inches by one (1) inch. All motorcycle validation stickers shall be one and three eighths (1 3/8) inches by seven eighths (7/8) inch in size.
3. “MISS” will be printed on the left side of each sticker in stacked letters going from top to bottom except on “County Number” and “No Decal Required” stickers.

4. The number which indicates the “month” on the month sticker will be a two (2) digit number “01”, “02”, “03”, ... “12” and the numbers should be three fourths (3/4) inch in height. The number which indicates the “county number” on the county stickers will be a two (2) digit number “01”, “02”, “03”, ... “82” and the numbers should be three fourths (3/4) inch in height. The number which indicates the “year” on the year stickers should be a two (2) digit number and the numbers should be three fourths (3/4) inch in height. All numbers should be in bold print. The year stickers will have the serialized sticker number printed at the bottom of the sticker below the number indicating the year. “No Decal Required” should be printed on two (2) lines with “No Decal” on the top line and “Required” on the second line both lines to cover the entire sticker.
5. Heavy Truck and Apportioned stickers will be on a three year repeating cycle.

B. Serial Number

The serial number on the various types of year validation stickers shall be printed in Black ink and is further described in the following chart. The column labeled Height of Serial Number means the actual height of the serial number on the decal. The column labeled Number of Digits in Serial Number means the number of characters within the serial number on the sticker. The Serial Numbers should be printed in bold print at the bottom of the sticker under the number indicating the sticker year. The stickers shall be numbered as shown on the attached sheets.

TYPE OF STICKERS	HEIGHT OF SERIAL NUMBER	NUMBER OF DIGITS IN SERIAL NUMBER
“2026”		
Passenger	1/8 Inch	up to 8
Other Trailers	1/8 Inch	up to 8
Motorcycles	1/8 Inch	up to 6
Motorcycle Trailers	1/8 Inch	up to 6
Heavy Truck	1/8 Inch	up to 8
Apportioned	1/8 Inch	up to 8

C. Proofs

Five (5) proofs of each serialized design and color, five (5) proofs of blank stickers, and five (5) proofs of month and county stickers shall be furnished to the Department of Revenue, Motor Vehicle Service, at mailing address P.O. Box 1140, Jackson, MS 39215 or physical address 500 Clinton Center Drive, Clinton, MS 39056, within ten (10) working days after receipt of purchase order. The colors on the proofs do not have to correspond with the colors required for the 2026 stickers.

D. Processability

The successful bidder shall furnish a matched component system inclusive of all sheetings, adhesives, thermal transfer colorants, and equipment needed to produce license plate validation stickers meeting the requirements of this application.

All components shall be compatible with all procedures and equipment used by the Department, to manufacture license plate validation stickers. Verification of compatibility will be required by the Department's sticker manufacturing facility prior to initiating the production of validation stickers of each size and color specified; the components shall be submitted to the appropriate agency for visual examination and testing. Print quality of finished stickers shall meet commonly accepted industry standards to include machine-readable symbology, when required.

E. Production Equipment

The sticker sheeting manufacturer shall provide all equipment required on a bailment agreement to manufacture finished validation stickers to include the printer, printer control device, and printer/driver software.

The Department shall be responsible for development of the interface software between the printing equipment and the Department's database(s).

The Department shall not utilize the thermal transfer printer for other non-reflective sticker printing without the expressed permission from the reflective sheeting manufacturer.

The equipment shall be removed from the Department's manufacturing facility within 30 days of contract expiration and non-renewal.

The printer must be able to produce other static and verifiable information on stickers as may be required.

The printers should be capable of printing at least three (3) inches per second, print serialized or specific numbers, print bar codes, and print other static and verifiable information on stickers as may be required.

The successful bidder understands and expects normal wear and tear on the equipment causing the need for regular maintenance and repair. The Department will not be liable for damage to the equipment including but not limited to damage caused by: normal wear and tear, acts of God, acts of the public enemy, acts of the Department and 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. The successful bidder will be responsible for all maintenance and repair of equipment. The 104 County offices and the Department will at no time be without one operable printer and a back up printer.

F. Quantities & Deliveries

1. The grand total of the initial order will be 824,225.

The quantities below is the total amount of registration forms with decals that the county offices and the Department will need in order to start Print on Demand by August 1, 2025.

COLOR	NUMBER	SIZE	OFFICE
White	805,268	1 ½ X 1 Inches	County
Yellow/Green	12,684	1 ½ X 1 Inches	Department

COLOR	NUMBER	SIZE
White decal with black print	100,000	1” x 1.5”

2. Contractor is to provide a software and equipment solution for printing 1”X1.5” county number decals. Contractors shall provide the mailers to ship decals to the counties. DOR places orders as needed for county stock via email. Contractor will print the county number stock for each office requested. Contractor will ship direct to each county office as needed. All shipping charges will be pass through and billed to the State monthly. Contractor will invoice the State as decal rolls are printed.

The Mississippi License Tag Commission and/or the Department have the right to change the color of any decal.

3. The initial delivery of the registration forms with attached decals, equipment and all other supplies (ribbons, manuals, etc.), necessary to begin the production of the registration receipts with decals must be made and delivered to the county offices by August 1, 2025.

Appendix A

VALIDATION SHEETING RETROREFLECTIVE CHARACTERISTICS

The coefficient of Retroreflection shall be measured on flat, clean Validation Sheeting and shall have the following minimum values at 0.2° observation angle, expressed as candlepower per foot-candle per square foot (candelas per lux per square meter) of material. Measurements shall be conducted in accordance with ASTM E-810, "Standard Test Method for Coefficient of Retroreflection of Retroreflective Sheeting".

Color	Entrance Angle	
	-4°	40°
White	50	15
Yellow	30	8
Lemon-Yellow	28	11
Green	28	8
Blue	14	5
Red	10	3
Orange	6	2
Gold	30	10
Yellow-Green	24	8
Magenta	12	3

Appendix B

Color Specification

	Color	Chromaticity Coordinate Corner Points		Luminance Factor
		X	Y	Y (%)
1.	White	.303 .365 .340 .278	.290 .354 .378 .316	35 Min.
2.	Lemon Yellow	.403 .440 .504 .455	.508 .550 .457 .462	34 – 46.5
3.	Yellow	.447 .480 .536 .500	.472 .512 .456 .420	29 – 43
4.	Orange	.502 .573 .627 .535	.398 .425 .368 .360	18 – 30
5.	Red	.552 .630 .695 .601	.358 .370 .305 .310	6 – 13
6.	Blue	.105 .232 .240 .180	.240 .250 .200 .140	8 – 19
7.	Green	.115 .200 .297 .242	.300 .490 .360 .265	14 – 26
8.	Gold	.415 .415 .458 .458	.390 .455 .455 .390	19 – 26
9.	Yellow-Green	.180 .180 .280 .280	.320 .500 .460 .360	18 – 25
10.	Magenta	.465 .465 .520 .520	.235 .285 .285 .235	9 – 14

Appendix C

TESTING OF THERMAL TRANSFER PRINTED VALIDATION DECALS

These testing procedures cover the testing of thermal transfer printed validation stickers for abrasion resistance and resistance to cleaners and solvents. Note: Only cleaners and solvents commonly used on or around vehicle paint finishes need be tested.

1. Wet Scrub Abrasion Resistance

References: Federal Test Method Standard 141a, Method 6142; Gardner Laboratory Bulletin WG 2000

Equipment:

The test used here is a modification of the Federal Test Standard No. 141a, Method 6142, "Scrub Resistance." An apparatus such as Gardner Model M-105 or the Gardner Straight Line Washability and Abrasion Tester No. 1364 is required.

Sample Preparation:

Prepare samples by adhering two test decals to conversion-coated aluminum weathering panels available from The Q-Panel Co., 26200 First St., Cleveland, Ohio 44145 (216-835-8700). Panels measure 11" x 2.75". After applying the decals, roll them down firmly with a small wallpaper rubber roller (approx. 1.5" dia).

Allow samples to stand for 48 hours in a constant temperature/humidity room before testing.

Procedure:

1. After conditioning the brush in lukewarm water for 30 minutes, shake out the excess water. Then condition the brush in a 0.5 percent detergent ("Dreft") solution for 5 minutes. Place the Chinese hogs bristle brush in the brush holder.
2. Mount the test panel in the test apparatus. The test apparatus may need to be modified slightly to accommodate the 11" x 2.75" test panel.
3. Turn on the machine and allow 1,000 scrub cycles to pass before stopping the machine. During the test period, a 0.5% detergent ("Dreft") solution is dripped on the test panel at the approximate rate of 12 drops per minute through a titration column or just enough to keep the panel wet.
4. Rinse and dry the test panel.

Results:

If the decal print does not show sufficient wear so that the tester can see the substrate sheeting, the sample decal passes the test.

2. Resistance to Solvents and Cleaners

Printed stickers may be tested on the card stock or on the liner.

Test Solvents” methyl alcohol, mineral spirits, kerosene, VM & P naphtha, and gasoline. (Note: Solvents that damage automobile paint or lacquer finishes, should not be used as a test solvent).

Test Cleaners: “409”, window glass, ammonia, bug and tar (with petroleum distillates or mineral spirits)

Procedure:

Wet a “Q-tip” type cotton swab (mounted on the end of a stick) with the respective solvent or test cleaner.

The tester holds the swab at a 45-degree angle to the test sticker and with approximately 40 grams of pressure, wipes the wet swab back and forth across the printed sticker for 10 cycles (one cycle is once across the sample and back). The tester conducts the same test on a second sample for 25 cycles.

Results:

The sample passes if the solvent or cleaner does not solvate the print sufficiently to wear through to the substrate.

3. Daytime and Nighttime Reflectivity

This test procedure ensures that the colors of the imaged stickers remain the same when viewed under daylight and retroreflected light.

Procedure:

Bring stickers into a room that can be darkened enough to simulate nighttime viewing conditions. Note sticker colors before beginning test. Position stickers vertically on wall, board or in standing position on table. Turn on flashlight before turning off room lights. Hold flashlight at tip of nose and note color of stickers under retroreflective light.

Results:

The color of the non-imaged area and imaged area should be the same as viewed with room lights on. If imaged area looks black under retroreflective light, opaque colorants have been used. If non-imaged area shows a diminished reflectivity, a coating has been applied to the sheeting that alters the appearance of the stickers under retroreflective light.

Appendix D

Number of Clerks in each County Office

CTY CODE	COUNTY	# CLERKS	CTY CODE	COUNTY	# CLERKS
010	ADAMS	4	400	LEAKE	4
020	ALCORN	5	410	LEE	13
030	AMITE	4	420	LEFLORE	4
040	ATTALA	5	430	LINCOLN	8
050	BENTON	4	440	LOWNDES	9
061	BOLIVAR/R	6	450	MADISON/Canton	8
062	BOLIVAR/C	2		MADISON/Ridgeland	7
070	CALHOUN	5		MADISON/Flora	1
081	CARROLL/C	4	460	MARION	7
082	CARROLL/V	2	470	MARSHALL/Holly	6
091	CHICKASAW/H	7		MARSHALL/Byhalia	3
092	CHICKSAW/O	2	480	MONROE	7
100	CHOCTAW	4	490	MONTGOMERY	3
110	CLAIBORNE	4	500	NESHOBA	5
120	CLARKE	3	510	NEWTON	7
130	CLAY	4	520	NOXUBEE	4
140	COAHOMA	5	530	OKTIBBEHA	4
150	COPIAH	4	541	PANOLA/B	7
160	COVINGTON	4	542	PANOLA/S	3
170	DESOTO/Hernando	8	551	PEARL RIVER/Pop	5
	DESOTO/Olive Branch	6	552	PEARL RIVER/Pic	5
	DESOTO/Southaven	6	560	PERRY	6
180	FORREST	9	570	PIKE	9
190	FRANKLIN	3	580	PONTOTOC	5
200	GEORGE	7	590	PRENTISS	6
210	GREENE	5	600	QUITMAN	2
220	GRENADA	8	610	RANKIN/Brandon	21
230	HANCOCK	7		RANKIN/Flowood	3
	HANCOCK/Kiln	3		RANKIN/Richland	4
241	HARRISON/G	16	620	SCOTT	3
242	HARRISON/B	5	630	SHARKEY	3
	HARRISON/O	6	640	SIMPSON	4
251	HINDS/J	13	650	SMITH	3
252	HINDS/R	11	660	STONE	5
260	HOLMES	4	670	SUNFLOWER	4
270	HUMPHREYS	3	681	TALLAHATCHIE/C	3
280	ISSAQUENA	3	682	TALLAHATCHIE/S	3
290	ITAWAMBA	4	690	TATE	5
300	JACKSON	14	700	TIPPAH	6

	JACKSON/Ocean Springs	9	710	TISHOMINGO	6
311	JASPER/P	2	720	TUNICA	3
312	JASPER/B	3	730	UNION	5
320	JEFFERSON	5	740	WALTHALL	3
330	JEFFERSON DAVIS	5	750	WARREN	6
341	JONES/E	4	760	WASHINGTON	8
342	JONES/L	11	770	WAYNE	6
350	KEMPER	10	780	WEBSTER	3
360	LAFAYETTE	8	790	WILKINSON	4
370	LAMAR/Oak Grove	6	800	WINSTON	5
	LAMAR/Purvis	9	811	YALOBUSHA/C	2
380	LAUDERDALE	11	812	YALOBUSHA/W	3
390	LAWRENCE	3	820	YAZOO	4

TOTAL
 CLERKS **567**
 TOTAL OFFICES **105**

NOTE: The Department of Revenue has eight (8) units located within the department in order to issue special decals to be included in the total number of units needed.

Total Units: 575

Appendix E

Number of County Registrations

County	Total Registrations	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
ADAMS	31,098	7,775	7,775	7,775	7,775
ALCORN	38,351	9,588	9,558	9,558	9,558
AMITE	17,622	4,406	4,406	4,406	4,406
ATTALA	21,360	5,340	5,340	5,340	5,340
BENTON	10,496	2,624	2,624	2,624	2,624
BOLIVAR	30,398	7,600	7,600	7,600	7,600
CALHOUN	16,284	4,071	4,071	4,071	4,071
CARROLL	12,937	3,234	3,234	3,234	3,234
CHICKASAW	19,827	4,957	4,957	4,957	4,957
CHOCTAW	9,723	2,431	2,431	2,431	2,431
CLAIBORNE	8,987	2,247	2,247	2,247	2,247
CLARKE	19,261	4,815	4,815	4,815	4,815
CLAY	20,815	5,204	5,204	5,204	5,204
COAHOMA	18,714	4,679	4,679	4,679	4,679
COPIAH	31,555	7,889	7,889	7,889	7,889
COVINGTON	24,164	6,041	6,041	6,041	6,041
DESOTO	217,884	54,471	54,471	54,471	54,471
FORREST	71,090	17,773	17,773	17,773	17,773
FRANKLIN	10,194	2,549	2,549	2,549	2,549
GEORGE	30,643	7,661	7,661	7,661	7,661
GREENE	13,989	3,497	3,497	3,497	3,497
GRENADA	24,674	6,169	6,169	6,169	6,169
HANCOCK	58,461	14,615	14,615	14,615	14,615

HARRISON	224,985	56,246	56,246	56,246	56,246
HINDS	209,584	52,396	52,396	52,396	52,396
HOLMES	17,017	4,254	4,254	4,254	4,254
HUMPHREYS	7,203	1,801	1,801	1,801	1,801
ISSAQUENA	2,004	501	501	501	501
ITAWAMBA	25,263	6,316	6,316	6,316	6,316
JACKSON	168,561	42,140	42,140	42,140	42,140
JASPER	18,875	4,719	4,719	4,719	4,719
JEFFERSON	8,292	2,073	2,073	2,073	2,073
JEFFERSON DAVIS	13,755	3,439	3,439	3,439	3,439
JONES	73,688	18,422	18,422	18,422	18,422
KEMPER	9,900	2,475	2,475	2,475	2,475
LAFAYETTE	53,374	13,344	13,344	13,344	13,344
LAMAR	68,090	17,023	17,023	17,023	17,023
LAUDERDALE	68,834	17,209	17,209	17,209	17,209
LAWRENCE	14,653	3,663	3,663	3,663	3,663
LEAKE	22,582	5,646	5,646	5,646	5,646
LEE	94,504	23,626	23,626	23,626	23,626
LEFLORE	25,744	6,436	6,436	6,436	6,436
LINCOLN	40,540	10,135	10,135	10,135	10,135
LOWNDES	63,923	10,135	10,135	10,135	10,135
MADISON	137,861	34,465	34,465	34,465	34,465
MARION	32,632	8,158	8,158	8,158	8,158
MARSHALL	47,116	11,779	11,779	11,779	11,779
MONROE	38,329	9,582	9,582	9,582	9,582
MONTGOMERY	11,901	2,975	2,975	2,975	2,975
NESHOBA	31,018	7,755	7,755	7,755	7,755

NEWTON	22,441	5,610	5,610	5,610	5,610
NOXUBEE	10,891	2,723	2,723	2,723	2,723
OKTIBBEHA	39,427	9,857	9,857	9,857	9,857
PANOLA	37,771	9,443	9,443	9,443	9,443
PEARL RIVER	71,258	17,815	17,815	17,815	17,815
PERRY	15,315	3,829	3,829	3,829	3,829
PIKE	43,039	10,760	10,760	10,760	10,760
PONTOTOC	36,240	9,060	9,060	9,060	9,060
PRENTISS	25,692	6,423	6,423	6,423	6,423
QUITMAN	5,963	1,491	1,491	1,491	1,491
RANKIN	189,665	47,416	47,416	47,416	47,416
SCOTT	32,432	8,108	8,108	8,108	8,108
SHARKEY	3,900	975	975	975	975
SIMPSON	29,469	7,367	7,367	7,367	7,367
SMITH	18,778	4,695	4,695	4,695	4,695
STONE	22,119	5,530	5,530	5,530	5,530
SUNFLOWER	20,873	5,218	5,218	5,218	5,218
TALLAHATCHIE	11,500	2,875	2,875	2,875	2,875
TATE	32,822	8,206	8,206	8,206	8,206
TIPPAH	24,017	6,004	6,004	6,004	6,004
TISHOMINGO	23,805	5,951	5,951	5,951	5,951
TUNICA	8,746	2,187	2,187	2,187	2,187
UNION	32,144	8,036	8,036	8,036	8,036
WALTHALL	17,106	4,277	4,277	4,277	4,277
WARREN	46,018	11,505	11,505	11,505	11,505
WASHINGTON	38,705	9,676	9,676	9,676	9,676
WAYNE	23,419	5,855	5,855	5,855	5,855

WEBSTER	11,444	2,861	2,861	2,861	2,861
WILKINSON	8,446	2,112	2,112	2,112	2,112
WINSTON	20,253	5,063	5,063	5,063	5,063
YALOBUSHA	14,449	3,612	3,612	3,612	3,612
YAZOO	23,427	5,857	5,857	5,857	5,857
Sub Total		<u>814,903</u>	<u>814,903</u>	<u>814,903</u>	<u>814,903</u>
Total Registrations	<u><u>3,250,329</u></u>				

Appendix F

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 taxpayer 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 taxpayer 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 sub-contractor shall rest with Contractor. Disclosure of any confidential information by the Contractor or its sub-contractor 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 Sub-contractors assigned to the work by the Contractor. If the Department reasonably rejects staff or Sub-contractors, the Contractor must provide replacement staff or Sub-contractors 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 Sub-contractors 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 Sub-contractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify the Department immediately in writing of the cause of its inability to perform; how it affects its performance; and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the Department determines it to be in its best interest to terminate the agreement.

Independent Contractor Status

The Contractor shall, at all times, be regarded as and shall be legally considered an Independent Contractor and shall at no time act as an agent for the Department. Nothing contained herein shall be deemed or construed by the Department, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the Department and the Contractor. Neither the method of computation of fees nor other charges, nor any other provision contained herein, nor any act of the Department or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Department and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be

employees of the Department. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Department; and the Department shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The Department shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Department shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Department for its employees.

Integrated Agreement/Merger

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

Notices

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

For Contractor: Name, Title, Contractor, and Address
for the Agency:

Mississippi Department of Revenue
Chris Graham, 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.

Patents and Royalties

Contractor covenants to save, defend, keep harmless, and indemnify the DOR and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney’s fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the DOR. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

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

A price adjustment may be allowed in the event unanticipated market disruptions occur such that the rates bid by the Vendor in response to this Invitation for Bid are no longer viable for the provision of services required by the Contracting Agency. Market disruptions that could precipitate a price adjustment include but are not limited to supply chain disruptions, labor shortages, or changes in tariffs that materially impact the cost of goods or services necessary for performance under the contract. The Vendor must provide a market analysis regarding the viability of the originally bid rates and rates the Vendor contends would be viable under the current market conditions. The Vendor shall provide any other documentation or information the Contracting Agency requires to support the request for a price adjustment. The Contracting Agency has the sole discretion to determine whether a price adjustment will be allowed, the amount of the price adjustment, and the duration of the price adjustment. Any price adjustment made under this provision should be limited to only that which is required to accommodate the precipitating market disruption. Under no circumstances shall a price adjustment result in the adjusted rate exceeding 110% of the original bid rate. (For example, an originally bid per-unit rate of \$10.00 could increase to, but not exceed, \$11.00 under this 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*.

Quality Control

Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the DOR.

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 any applicable prohibition against gratuities.

Right to Audit

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

Severability

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

State Property

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

Stop Work Order

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

- (a)** cancel the stop work order; or,
- (b)** terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

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

- (a)** the stop work order results in an increase in the time required for, or in Contractor's

properly allocable to, the performance of any part of this contract; and,

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

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

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

Termination for Bankruptcy

This contract may be terminated in whole or in part by DOR 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

IFB _ Print on Demand Road and Bridge Registration Receipt with Attached Decal

and upon terms deemed appropriate by the Department. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

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

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

4. *Excuse of Nonperformance or Delayed Performance.* Except with respect to defaults of contractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Department within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Sub-contractor 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 Sub-contractor 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 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 G

Bid Package

Print on Demand Road and Bridge Registration Receipt with Attached Decal

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

Bid Cover Sheet

The Department of Revenue (referred to as “DOR” or “Department”) is hereby requesting bids for a turnkey solution for producing vehicle registration forms with validation stickers at each of the Tax Collector’s offices throughout the State. These forms with validation stickers are expected to print at the time of sale to taxpayers. This system is designed to eliminate the requirements for maintaining large quantities of pre-printed validation stickers and separate road and bridge registration receipt forms.

Bids are to be submitted as listed below, on or before 12:00 p.m. CST on April 10, 2025.

PLEASE MARK YOUR ENVELOPE:

Mississippi Department of Revenue
Attention: Nyla Kendrick
Bid #: 2025-02A
500 Clinton Center Drive
Clinton, MS 39056
SEALED BID – 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): _____

IFB _ Print on Demand Road and Bridge Registration Receipt with Attached Decal

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, instructions and specifications for the Invitation for Bid and Attachments.
2. The company meets all requirements and acknowledges all certifications contained in the IFB and Attachments.
3. The company agrees to all provisions of the IFB and Attachments
4. The company will perform the services required at the prices quoted on the bid form **(Attachment C)**.
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 vendor's bid or proposal.

[Please execute and return with Invitation Materials.]

Company: _____ Signature _____

Date: _____ Title: _____

Printed Name: _____

Attachment C

Bid Form Print on Demand Road and Bridge Registration Receipt with Attached Decal

Bid Number: **2025-02A**

To Whom it May Concern:

Pursuant to the advertisement for bids to be received, I/We _____
_____ located at _____

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

Per Registration Form and attached Decal: _____

Total Cost for Registration and attached Decal: _____
(approx. 2.7 million)

Exceptions and/or Deviations? Yes___ No___

BID#:

.....

Company: _____ Signature: _____

Address: _____ Printed name: _____

_____ Title: _____

Phone: _____ Date: _____

E-mail Address: _____

Attachment D

References

REFERENCE # 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE # 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone: _____

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: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell number: _____

E-mail: _____

REFERENCE # 4

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Attachment E
Print on Demand Road and Bridge Registration Receipt with Attached Decal

Procurement Reference Score Sheet # 1
(Return with packet unsigned)

TO BE COMPLETED BY DOR STAFF ONLY

Company Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide the requested services when you called?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling services?	Yes	No
Were the services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution?	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

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

Score: Pass/Fail

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

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

Notes:

Called by: _____
Signature Title Date

Attachment F
Print on Demand Road and Bridge Registration Receipt with Attached Decal
Procurement Reference Score Sheet # 2
(Return with packet unsigned)

TO BE COMPLETED BY DOR STAFF ONLY

Company Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide the requested services when you called?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling services?	Yes	No
Were the services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution?	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

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

Score: Pass/Fail

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

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

Notes:

Called by: _____
Signature Title Date

Attachment G

Acknowledgement of Amendments

Please sign and print as the statement.

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

They are as follows:

1. _____
2. _____
3. _____

Printed Name

Company Name

Signature

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

Printed Name

Company Name

Signature

Attachment H

Secretary of State Acknowledgement

_____ acknowledges that we
(Vendor Name)

_____ are registered with the Secretary of State's Office.

(Attach proof)

_____ are not registered with the Secretary of State's Office.

We, _____
(Vendor Name)

_____ will register before the start of the contract and provide proof.

_____ will not register.

Signature

Date

Printed Name

Attachment I

Conflict of Interest

Disclosure Statement

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

_____, acknowledges that we
(Vendor Name)

_____ do not have a conflicting interest to report.

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

Describe the Nature of the Conflicting Interest:

Signature

Date

Printed Name