MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

OFFICE OF PROCUREMENT AND CONTRACTS

INVITATION FOR BIDS

PRINTING AND MAILING OF TAX FORM SERVICES

RFx #: 3160005850

June 15, 2023

Contact information for this Invitation for Bids:

Printing and Mailing of Tax Forms Services IFB c/o DFA - Office of Procurement and Contracts 501 North West Street Suite 1301-A Woolfolk Building Jackson, Mississippi 39201 procurement@dfa.ms.gov

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SECTION 1. INTRODUCTION AND OVERVIEW

1.1 Purpose and Goals

The Mississippi Department of Finance and Administration (DFA) Office of Procurement and Contracts issues this Invitation for Bids (IFB) to solicit bids from qualified, experienced, responsible and financially sound Bidders to provide Printing and Mailing for Tax Form Services for the Tax Years of 2023, 2024, 2025, 2026, and 2027 to DFA. Selected Bidder will assist DFA by providing such services as requested for which the Bidder has the technical capacity to render. These services are to be provided for the Office of Mississippi Management and Reporting System (MMRS) within DFA. The services include, but are not limited to, printing, sealing and mailing, as appropriate tax form services.

Bidders must have the proven ability to perform all services requested in this IFB. A more detailed list of services is contained in *Section 4 – Scope of Services*. DFA shall award a fixed-price contract to the Bidder whose offer is responsive to the solicitation and is most advantageous to DFA and the State of Mississippi in price, quality, and other factors considered.

The awarded contract will be for four (4) years with one (1) optional renewal year to be exercised at the discretion of DFA. The effective date of this contract will be October 16, 2023.

This IFB and any resulting contract shall be governed by the applicable provisions of the *Mississippi Procurement Manual*, a copy of which is available at 501 N. West Street, Suite 701E, Jackson, Mississippi 39201 for inspection or at <u>https://www.dfa.ms.gov</u>. A draft copy of the contract has been included as Appendix D for your review.

A copy of this IFB, including all appendices and attachments, and any subsequent amendments, including the Question and Answer amendment, if issued, will be posted to the DFA website at http://www.dfa.ms.gov under the "Active Procurements" section. It is the responsibility of all interested vendors to monitor the website for updates regarding this procurement.

Before the award of any contract, the Bidder will be required to document to DFA that it has the necessary capabilities to provide the core services specified in this IFB. The Bidder may also be required to provide additional client references, as well as related project experience detail in order to satisfy DFA that the Bidder is qualified. DFA reserves the right to reject any bid if the Bidder fails to provide the requested information and/or fails to satisfy DFA that the Bidder is properly qualified to carry out the obligations of the contract and to complete the work described in this IFB.

1.2 Bid Submission Requirements

Bids may be submitted in paper format or electronically via State's eprocurement system, Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC).

If submitting in paper format, an original bid shall be signed and submitted with section components clearly tabbed as follows:

- 1. Appendix A Bid Cover Sheet;
- 2. Appendix B Bid Form with Attachment for *Section 3*, *Minimum Qualifications*;
- 3. Appendix C References; and,
- 4. Signed Acknowledgment of Amendments (if any); and,
- 5. Printed samples as required by the Minimum Vendor Requirements.

Bidder shall also submit one (1) copy of the bid on USB drive in a single, searchable document in Microsoft Word or Adobe Acrobat (PDF) format.

If submitting via MAGIC, the above listed documents are required in a searchable Microsoft Office[®] format, preferably in Word[®] or Portable Document Format (PDF[®]).

If the Bid contains confidential information, whether submitted in paper or electronically, one (1) redacted electronic copy of the complete Bid, including all attachments, shall be submitted in a searchable Microsoft Office[®] format, preferably in Word[®] or Portable Document Format (PDF[®]).

If a redacted copy is not submitted, DFA shall consider the entire Bid to be public record. The redacted copy should also identify which section or information has been redacted and the Bidder shall provide the specific statutory authority for the exemption. Per Mississippi Code Annotated §25-61-9(7), the type of service to be provided, the price to be paid and the term of the contract cannot be deemed confidential.

The redacted copy shall be considered public record and immediately released, without notification to Bidder, pursuant to any request under the Mississippi Public Records Act, Miss. Code Ann. §§25-61-1 *et seq.* and Miss. Code Ann. §79-23-1. Redacted copies shall also be used/released for any reason deemed necessary by DFA, including but not limited to, submission to the Public Procurement Review Board (PPRB), posting to the Transparency Mississippi website, etc.

Modifications or additions to any portion of the IFB may be cause for rejection of the bid. DFA reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, DFA may request the Bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. The IFB issued by DFA is the official version and will supersede any conflicting IFB language subsequently submitted in bids.

All documentation submitted in response to this IFB and any subsequent requests for information pertaining to this IFB shall become the property of DFA and will not be returned to the Bidder.

Failure to provide all requested information and in the required format may result in disqualification of the bid. DFA has no obligation to locate or acknowledge any information in the bid that is not presented under the appropriate outline and/or in the proper location according to the instructions herein.

Bids must be submitted in writing using the attached forms and if submitted by U.S. mail or delivery, to the following address:

Printing and Mailing of Tax Form Services IFB c/o DFA - Office of Procurement and Contracts 501 North West Street Suite 1301-A Woolfolk Building Jackson, Mississippi 39201

To prevent opening by unauthorized individuals, the bid, including any and all attachments, must be sealed in one package. The outside cover of the package containing the sealed bids **shall be labeled:**

BID – DO NOT OPEN RFx #: 3160005850 Bid Opening: July 24, 2023 at 2:15 PM CST

Each page of the Bid Form and all attachments shall be identified with the name of the Bidder. Failure to submit a bid on the bid form provided may be considered just cause for rejection of the bid.

The Bidder is responsible for ensuring that the sealed bid is delivered by the required time and to the required location and assumes all risks of delivery. Each bid should be signed in ink by an official authorized to bind the Bidder to the bid provisions. Bids and modifications thereof received by DFA after the time set for receipt or any location other than that set forth above shall be considered late and shall not be considered for award.

1.2.1 Bid Submission Period

Sealed bids shall be submitted to DFA's Office of Procurement and Contracts no later than 2:00 PM Central Standard Time (CST), July 24, 2023. Timely submission of the bid package is the responsibility of the Bidder. Any bid received after the deadline will be considered late and will be rejected and returned to the Bidder unopened and will not be considered for award. The Bidder shall be notified as soon as practicable if their bid was rejected and the reason for such rejection.

It is suggested that if a bid is mailed to DFA, it should be posted in certified mail with a return receipt requested. A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt shall not be considered unless it is determined by DFA that the late receipt was due solely to mishandling by of state personnel directly serving the procurement activity. DFA will not be responsible for mail delays or lost mail.

1.3 Public Opening

The Office of Procurement & Contracts shall hold a public opening of sealed bids at 2:15 PM CST, July 24, 2023. The bids shall be opened in a designated conference room. Bidders are invited to come in person for the opening or call into a conference line. Participation information regarding the bid opening shall be released to all responding Bidders.

, 2023 Invitation for Bids released	
Deadline to submit questions by 2:00 PM CST	
Deadline to submit Required Letter of Intent by 2:00 PM CST	
Responses to questions to be posted	
July 24, 2023Bids submission deadline by 2:00 PM CST	
July 24, 2023Bid Opening at 2:15 PM CST	
Notice of Intent to Award distributed	
October 16, 2023 Anticipated Contract effective date	

1.4 Important Dates

NOTE: Adjustments to the schedule may be made as deemed necessary by the Office of Procurement and Contracts.

1.5 Questions and Answers

Bidders should download the "Question and Answer" template from the DFA website at <u>https://www.dfa.ms.gov/procurement-contracts</u>. Questions must be submitted on the referenced template and should be submitted via email to <u>procurement@dfa.ms.gov</u> with a subject line: "Questions – Printing and Mailing of Tax Form Service (RFX #: 3160005850)". Questions must be received no later than **2:00 PM CST**, on June 29, 2023, to ensure a response by DFA. Responses to questions will be posted to the DFA website at <u>https://www.dfa.ms.gov/bids-and-rfps-notices</u> under "Active Procurements" as an amendment to the IFB on July 10, 2023. Questions received after June 29, 2023, may be considered for response, although there is no guarantee as to if or when a response will be provided. It is the Bidder's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this IFB.

1.6 Acknowledgement of Amendments

DFA reserves the right to amend this IFB at any time. Should an amendment to the IFB be issued, it will be posted to the DFA website at <u>https://www.dfa.ms.gov/bids-and-rfps-notices</u> under "Active Procurements". Bidders must acknowledge receipt of any amendment to the IFB by signing and returning the amendment. The acknowledgment must be included in the bid submission. Please monitor the website for amendments to the IFB. <u>DFA responses to questions</u> will be treated as amendments to the IFB and will require acknowledgment.

1.7 Required Letter of Intent

If you intend to submit a bid in response to the IFB, please submit a Letter of Intent on company letterhead, including the email address of the person who should receive the layout files, to procurement@dfa.ms.gov by 2:00 PM on June 29, 2023. The email should have a subject line of "Letter of Intent – Printing and Mailing of Tax Form Service". After receipt of the Letter of Intent, DFA will email the layout files to the address provided in the Letter of Intent. The layout files are necessary for interested bidders to submit the required printing samples. The Letter of Intent should be a separate document from any submitted questions.

1.7 Cost of Bid Preparation

All costs incurred by the Bidder in preparing and delivering its bid, making presentations, and any subsequent time and travel to meet with DFA regarding its bid shall be borne exclusively at the Bidder's expense.

1.8 Right to Reject, Cancel and/or Issue another IFB

DFA specifically reserves the right to reject any or all bids received in response to this IFB, cancel the IFB in its entirety, or issue another IFB.

1.9 Registration with Mississippi Secretary of State

By submitting a bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.

1.10 Debarment

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

1.11 Right to Consider Historical Information

DFA reserves the right to consider historical information regarding the Bidder, whether gained from the Bidder's bid, conferences with the Bidder, references, or any other source during the evaluation process. This may include, but is not limited to, information from any state or federal regulatory entity.

1.12 Documentation of Award

Upon the determination that the submitted samples meet the specifications as stated in the Scope of Services and the Bidder is responsive and responsible, a written Notice of Intent to Award will be issued to the lowest cost bid. The notice of intended contract award shall be made by e-mail with reply confirmation to the winning Bidder. Unsuccessful Bidders shall be notified in the same manner. The Notice of Intent to Award will also be posted to the DFA website and the Mississippi Contract/Procurement Opportunity Search Portal.

1.13 State Approval

It is understood that this contract may require approval by the PPRB. If required and if this contract is not approved, it is void and no payment shall be made hereunder. Every effort shall be made by DFA to facilitate rapid approval and a start date consistent with the proposed schedule.

SECTION 2. <u>PROCUREMENT METHODOLOGY</u>

2.1 Restrictions on Communications with DFA Staff

The contact person for this IFB is Terri Ashley. At no time shall any Bidder or its personnel contact, or attempt to contact, any DFA staff regarding this IFB except Terri Ashley in the Office of Procurement and Contracts. All correspondence should be sent to procurement@dfa.ms.gov. Should it be determined that any Bidder has attempted to communicate or has communicated with any DFA employee outside of the Office of Procurement and Contracts regarding this IFB, DFA, at its discretion, may disqualify the Bidder from submitting a bid in response to this IFB.

2.2 Acceptance of Bids

After receipt of the bids, DFA reserves the right to award the contract based on the terms, conditions, and premises of the IFB and the bid of the selected company without negotiation.

All bids properly submitted shall be accepted by DFA. After review DFA may request necessary amendments from all Bidders, reject any or all bids received, or cancel this IFB, according to the best interest of DFA and the State of Mississippi.

DFA also reserves the right to waive minor irregularities in bids providing such action is in the best interest of DFA and the State of Mississippi. A minor irregularity is defined as a variation of the IFB which does not affect the price of the bid, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of DFA. Where DFA may waive minor irregularities as determined by DFA, such waiver shall in no way modify the IFB requirements or excuse the Bidder from full compliance with the IFB specifications and other contract requirements should the Bidder be awarded the contract.

DFA reserves the right to exclude any and all non-responsive bids from any consideration for contract award.

2.3 Disposition of Bid

The bid submitted by the successful Bidder shall be incorporated into and become part of the resulting contract. All bids received by DFA shall upon receipt become and remain the property of DFA. DFA shall have the right to use all concepts contained in any bid and this right shall not affect the solicitation or rejection of the bid.

2.4 Modification or Withdrawal of a Bid

Prior to the bid due date, a submitted bid may be withdrawn by submitting a written request for its withdrawal to DFA, signed by the Bidder.

A Bidder may submit an amended bid before the due date for receipt of bids. Such amended bids shall be a complete replacement for a previously submitted bid and shall be clearly identified as such. DFA shall not merge, collate, or assemble bid materials.

Unless requested by DFA, no other amendments, revisions, or alterations to bids shall be accepted after the bid due date.

Any submitted bid shall remain a valid bid for one hundred eighty (180) calendar days from the bid due date.

2.5 Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions specified within this IFB document is subject to rejection as non-responsive. Further, submission of a bid form that is not complete and/or signed is subject to rejection as non-responsive. DFA staff reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by DFA staff of non-responsiveness based on the submission of nonconforming terms and conditions. Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and will be rejected.

2.6 Alternate Bids

Each Bidder, its subsidiaries, affiliates, or related entities shall be limited to one (1) bid which is responsive to the requirements of this IFB. Failure to submit a responsive bid may result in the rejection of the Bidder's bid. Submission of more than one (1) bid by a Bidder may, at the discretion of DFA, result in the summary rejection of all bids submitted. A Bidder's bids shall not include variable or multiple pricing options.

2.7 Bid Opening

Bids will be publicly opened. Information related to the opening will be released to all responding Bidders. The opening will include opening, reading, and listing the bid price on each bid only. No discussions will be entered into with any Bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied, at the bid opening.

2.8 Corrections and Clarifications

The Office of Procurement and Contracts reserves the right to request clarifications or corrections to bids. Any bid received which does not meet any of the requirements of this IFB, including clarification or correction requests, may be considered non-responsive and eliminated from further consideration.

2.9 Product Acceptability

The acceptability evaluation is not conducted for the purpose of determining whether one bidder's item is superior to another but only to confirm that a bidder's offering meets the standards as set forth in the IFB.

2.10 Bid Evaluation

Following the determination of product acceptability, bids will be evaluated to determine which bidder offers the lowest cost to the State.

As part of the bid evaluation, minor informalities, which are matters of form rather than substance evident from the bid document, or insignificant mistakes, may be waived or corrected by the Bidder at the discretion of the Office of Procurement and Contracts in compliance with Section 3.106.12.4 and/or 3.106.12.5, as appropriate, of the *Mississippi Procurement Manual*. After a determination that respondents meet the Minimum Qualifications, the contract will be awarded to the responsive and responsible Bidder who submitted the lowest bid in the format required.

1. <u>Responsive Bidder</u>

In order to be deemed responsive, Bidder must submit a bid which conforms in all material respects to this IFB as determined by the DFA Office of Procurement and Contracts. The submitted bid must include the **Bid Cover Sheet** (Appendix A), **Bid Form** with supporting documentation (Appendix B) and **References** (Appendix C) along with all required attachments and other documents which conform in all material respects to this IFB, as determined by the DFA Office of Procurement and Contracts. Printing samples, as specified in Section 3, Minimum Vendor Requirements, are to be included with the bid.

2. <u>Responsible Bidder</u>

Bidder must have the capability in all respects to fully perform the contract requirements with integrity and reliability which will assure good faith performance, as determined by DFA. Bidder shall also meet the minimum qualifications in order to be deemed responsible. If a Bidder does not meet the minimum qualifications, including printing quality, the bid will be rejected.

2.11 Post Award Debriefing

An Offeror, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission, to be received by DFA within three (3) business days of notification of the contract award. A debriefing is a meeting and not a hearing; therefore, legal representation is not required. If an Offeror prefers to have legal representation present, the Offeror shall notify DFA and identify its attorney. DFA shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

2.11.1 Debriefing Request

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor shall notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

2.11.2 When Debriefing Should Be Conducted

Unless good cause exists for delay, the debriefing should occur within three (3) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to the agency. DFA's Chief Procurement Officer or designee should chair the meeting, and where practicable, include other staff with direct knowledge of the procurement.

2.11.3 Information to be Provided

At a minimum, the debriefing information shall include the following:

- 1. The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid, bid, or qualifications, if applicable;
- 2. The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- 3. The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- 4. A summary of the rationale for award; and,
- 5. Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

2.11.4 Information Not to Be Provided

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid, bid, or qualification with those of other offering vendors. Any written request by a vendor for nondisclosure of trade secrets and other proprietary data is subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 and §§ 75-26-1 through 75-26-19.

2.11.5 Summary

An official summary of the debriefing shall be included in the contract file.

2.12 Protest of Solicitation or Award

- 1. <u>Interested Party</u> means an actual or prospective Offeror or Offeror that may be aggrieved by the solicitation or award of a contract, or by the protest.
- 2. <u>Protestor</u> means any actual or prospective Offeror or Offeror who is aggrieved in connection with the solicitation or the award of a contract and who files a protest.
- 3. <u>Special Assistant Attorney General</u> shall mean the individual assigned by the Attorney General to provide legal assistance to the Department of Finance and Administration.

2.12.1 Procedure for Filing Protests

In compliance with the *Mississippi Procurement Manual*, any actual or prospective Offeror or Offeror who are aggrieved in connection with the solicitation or award of a contract may protest to DFA's Office of Procurement and Contacts with a copy to the Executive Director of DFA and a copy to DFA's Chief Procurement Officer. The protest shall be submitted in writing within seven (7) calendar days of the award or within seven (7) calendar days of the solicitation.

A protest is considered filed when received by the Office of Procurement and Contracts. Protests filed after the seven (7) day period shall not be considered.

DFA's Chief Procurement Officer shall forward a copy of the protest to the Special Assistant Attorney General.

To file a protest directly to the PPRB, the aggrieved party shall file a protest with DFA's Chief Procurement Officer within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than within seven (7) calendar days of the solicitation posting or award.

2.12.2 Content of Protest

To expedite handling of protests, the envelope should be labeled "Protest". The written protest shall include as a minimum the following:

- 1. The name and address of the protestor;
- 2. Appropriate identification of the procurement and if a contract has been awarded, its number;
- 3. A statement of reasons for the protest; and,
- 4. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

2.12.3 Protest Decision

If the protest is not resolved by mutual agreement, the DFA Executive Director or DFA's Chief Procurement Officer, or a designee of either, shall promptly issue a decision in writing. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestor of the right to administrative review. A copy of the decision shall be mailed or otherwise furnished in writing immediately to the protestor and any other interested party.

A decision on a protest shall be made by the DFA Executive Director or DFA's Chief Procurement Officer as expeditiously as possible after receiving all relevant, requested information. If a protest is sustained, the available remedies include, but are not limited to, those set forth in Section 6.201.01, Determination that Solicitation or Award Violates Law, and Regulation 6.202, Remedies Prior to an Award, of the *Mississippi Procurement Manual*.

A decision shall be final and conclusive, unless fraudulent, or any person adversely affected by the decision appeals administratively to the PPRB.

The DFA Executive Director shall refuse to decide any protest when a matter involved is the subject of a proceeding before the PPRB or has been decided on the merits by the Board. If an action concerning the protest has commenced in court, the DFA Executive Director or PPRB shall not act on the protest. This section shall not apply where the Board or a court requests, expects, or otherwise expresses interest in the decision of the DFA Executive Director or PPRB.

On any direct protest, the PPRB shall decide whether the solicitation or award was in accordance with the Constitution, statutes, rules and regulations, and the terms and conditions of the solicitation. The proceeding shall be de novo. Any prior determinations by administrative officials shall not be final or conclusive. A determination of an issue of fact by the PPRB shall be final and conclusive unless arbitrary, capricious, fraudulent, or clearly erroneous.

2.12.4 Stay of Solicitation or Award

In the event of a timely protest, the agency shall not proceed further with the solicitation or with the award of the contract until the protest has been settled unless DFA's Chief Procurement Officer makes a written determination, after consulting with DFA's Executive Director, that the award of the contract without delay is necessary to protect substantial interests of the State.

2.12.5 Request for Reconsideration

Any person adversely affected by the protest decision of the DFA Executive Director may appeal administratively to the PPRB.

For an appeal under this section, the aggrieved person shall file an appeal within seven (7) calendar days of receipt of a Protest Decision.

2.12.6 Protest Bond

Protests shall be accompanied by a bond for two hundred and fifty thousand dollars and zero cents (\$250,000.00) or the price of the contract whichever is lower. The protest bond shall be maintained through final resolution, whether at the agency level, through the PPRB, or through a court of competent jurisdiction.

DFA shall return a protest bond if (1) the protesting party withdraws its protest or (2) the bond is ordered to be returned by a court of competent jurisdiction. In the event DFA finds that a party's protest has no merit, DFA shall at its own discretion retain all or a percentage of the submitted bond.

SECTION 3. MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. If, in the opinion of the Office of Procurement and Contracts, the Bidder fails to prove that bidding company meets any of these minimum qualifications, the bid will be disqualified from further consideration. Please provide a detailed justification for each of the following as an attachment to Appendix B, **Bid Form**.

- 1. The Bidder shall have a minimum of five years of experience printing tax forms of a minimum of 20,000 forms of similar types as requested in this IFB. Provide information related to the volume printed and the type(s) of documents printed and mailed. One of the required references should meet this volume requirement.
- 2. The Bidder shall be able to accept the files from DFA, print the tax documents in the required formats and quantities, and have them postmarked by the required deadline within 72-hours of receiving the files from DFA.
- 3. The Bidder shall be in compliance with Mississippi Code Annotated § 79-4-15.01 regarding authorization to transact business in Mississippi.
- 4. The Bidder shall maintain, at its own expense, workers' compensation insurance which shall fully comply with the Mississippi Workers' Compensation Law. Certificates of insurance shall be included in the bid submission.
- 5. Vendor agrees that, if awarded the contract, all employees and subcontractors, if applicable, involved in any aspect of the project are required to sign a confidentiality form (Appendix E) and the form(s) will be part of the contract. The confidentiality form guarantees that all the data and information will be safeguarded and will NOT be shared with any entity or person without the prior written consent of the State.
- 6. The file layouts provided with this IFB are DFA's current file layouts. Based on anticipated changes to DFA's systems, there may be modified file layouts during the contract term. The Vendor must be able to accommodate Fixed Width, Pipe Delimited and Text Tab Delimited file layouts.
- 7. In order to verify the work quality of the proposing Bidder, the bid shall include samples (as specified below):
 - Using the provided file layouts, mappings, and test files, vendor must process the files to generate a sample printing (front and back) of all the records in each W-2, 1099-MISC, 1095-B and 1095-C test file. Printed samples will only be accepted using the materials provided by DFA. The file layouts and mappings are provided after the required Letter of Intent is submitted. The files provided by DFA must be utilized for the required samples submitted with the bid. Samples using other data will not be accepted and the bid may be rejected as non-responsive.
 - The responding Bidder must provide all the sample print forms independently folded and sealed.
 - Using the provided file layouts, mappings, and test files, vendor must process the files to generate a tax form (front and back) and place the images on a USB drive of all the records in the 1094-B and 1094-C test files. Both tax forms can be put on the same USB drive. Samples printing will only be

accepted using the materials provided by DFA. The file layouts and mappings provided after the required Letter of Intent is submitted. The files provided by DFA must be utilized for the required samples submitted with the bid. Samples using other data will not be accepted and the bid may be rejected as non-responsive. To aid in the printing, a copy of the current IRS regulations can be found at the links below:

https://www.irs.gov/forms-pubs/about-form-w-2 https://www.irs.gov/forms-pubs/about-form-1095-b https://www.irs.gov/forms-pubs/about-form-1099-nec https://www.irs.gov/forms-pubs/about-form-1099-misc https://www.irs.gov/forms-pubs/about-form-1099-g https://www.irs.gov/forms-pubs/about-form-1098-f

The Bidder acknowledges that the regulations provided are current as of the date of this solicitation and based on Federal regulations that my change for future tax years.

SECTION 4. SCOPE OF SERVICES

DFA is seeking one vendor to provide the following services related to the printing and mailing of tax documents (W-2, 1094-B, 1094-C, 1095-B, 1095-C, 1099-MISC to include 1098-F, 1099-NEC, 1099-MISC, 1099-G forms) for the tax years of 2023, 2024, 2025, 2026, and 2027. The form listed meet the current IRS and/or Mississippi State Tax Commission requirements for documents. Form types may be added to the list of the documents if the requirements of the Federal Government change. Additionally, if a specific form is not required by the Federal and/or State, at DFA's discretion, the selected Contractor may be asked not to generate that specific form(s) for a given year. The quantities stated are current as of the release of this IFB. Adjustments to the quantities actually required will be adjusted depending on the needs of DFA. The appendices referenced in the Scope of Services will be provided to the vendors who submit the required Letter of Intent referenced in Section 1.7 of this IFB.

- 1. Selected Bidder shall print and mail the tax forms, in the requested quantities, within 72-hours of receiving the files from DFA.
- 2. Selected Bidder will be responsible for the generation, printing, mailing and saving to a USB drive approximately 79,000 tax forms. DFA will only be invoiced for each form generate, printed, mailed, and saved to a USB drive. For planning purposes, the estimate by form is:

Tax Form	ESTIMATED
	Quantity
W-2	35,000
1094-B*	100
1094-C*	100
1095-В	5,000
1095-C	40,000
1098-F	100
1099-NEC	4,000
1099-MISC	1,500
1099-G	1,500

*Bidder acknowledges the 1094-B and 1094-C forms do not need to be printed and mailed. They only need to be generated and put on USB drive.

******Depending on federal or state government requirements, the list of printed forms and/or quantities may be adjusted to meet the needs to DFA. The numbers provided are estimates only.

- 3. Selected Bidder agrees, that depending on Federal and/or State requirements, one or multiple forms may not be needed for a given tax year. Ad DFA's discretion, the Selected Bidder may be asked not to generate said form(s) for a given year.
- 4. Specifications for the W-2 and 1099-MISC Tax Form Processing: (unless otherwise noted all specifications in this section apply to both the W-2 and 1099 MISC tax form processing)
 - a. Selected bidder shall print the appropriate tax form using the file layouts and mapping provided by DFA. DFA will not accept alternative layouts and mapping.

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File Layout/Mapping	Appendix
W-2 Forms and Mapping	Appendix F
1099-MISC Forms and Mapping	Appendix G
1099-NEC Forms and Mapping	Appendix H
1099-G Forms and Mapping	Appendix I
1098-F Forms and Mapping	Appendix J

- b. Selected Bidder shall create two (2) searchable USB drives for all the production W-2 forms created. The searchable images on the USB drives must be in PDF format.
- c. Selected Bidder shall create two (2) searchable USB drives for all the production 1098 and 1099 forms created. The searchable images on the USB drives must be in PDF format and should include separate files for each form type.
- d. Selected Bidder will be responsible for paper stock and envelopes.
- e. Selected Bidder agrees that forms must be printed on $8 \frac{1}{2} \times 14$ paper.
- f. Selected Bidder acknowledges the mapping documents are for $8\frac{1}{2} \times 11$ paper.
- g. Selected Bidder acknowledges that the test and production files will be for 8 $\frac{1}{2}$ x 11 paper.
- h. Selected Bidder agrees that the bottom 8 ½ x 11 inches of the paper should be used to print the actual front and back side of the W-2 and 1099-MISC forms. These areas must adhere to the DFA established mapping.
- i. Selected Bidder agrees that the top three (3) inches of the 8 $\frac{1}{2}$ x 14 printing should be used for the return and mail address flap. These areas must adhere to the DFA established mapping.
- j. The selected vendor agrees the information must appear through the windowed envelope. The vendor may adjust the font size to allow it to fit through the window; however, the Bidder shall receive approval from DFA BEFORE the production files are processed.
- k. Selected Bidder agrees that NO information (other than the address information) will be visible when the envelope is sealed.
- 1. Selected Bidder shall use first class postage only for each tax form.
- m. Selected Bidder agrees that employee address information shall not be altered in any form. This includes no alteration of City, Zip Code, Zip + 4, or other components of the mailing address.
- n. Selected Bidder agrees that the use of address correction software or any other software that alters addresses will not be used.
- o. Selected Bidder shall have the ability to mask (e.g. XXX-XX-1234) the Social Security Number (SSN) and/or the Tax ID number, if requested by DFA.
- p. Selected Bidder will be able to accept individual pipe delimited, text tab delimited or fixed width delimited files using any file extension (e.g. .txt .csv or null) for each required form.
- q. Selected Bidder acknowledges that the Federal regulations regarding printing and mailing may change for future tax years and agrees that if the Federal regulations do change, they will adhere to the established guidelines at that time. Additionally,

the selected Bidder agrees that if a change requires them to make a processing change, they will not invoice DFA for said change.

- 5. Specifications for 1095-B and 1095-C Tax Form Processing: (unless otherwise noted all specifications in this section apply to both the 1095-B and 1095-C tax form processing)
 - a. Selected bidder shall print the appropriate tax form using the file layouts and mapping provided by DFA. DFA will not accept alternative layouts and mapping. DFA's file layouts are mapping are attached as:

File Layout/Mapping	Appendix
1095-B Forms and Mapping	Appendix K
1095-C Forms and Mapping	Appendix L

- b. Selected Bidder shall create two (2) searchable USB drives for all the production 1095-B forms created. The searchable images on the USB drives must be in PDF format. Additionally, the Selected Bidder agrees that all searchable PDF images for each employer will be in a separate files Employer Identification Number (EIN) and Employer Name on the USB drive.
- c. Selected Bidder shall create two (2) searchable USB drives for all the production 1095-C forms created. The searchable images on the USB drives must be in PDF format. Additionally, the Selected Bidder agrees that all searchable PDF images for each employer will be in a separate files Employer Identification Number (EIN) and Employer Name on the USB drive.
- d. Selected Bidder will be able to accept individual pipe delimited, text tab delimited or fixed width delimited files using any file extension (e.g. .txt .csv or null) for each required form.
- e. Selected Bidder acknowledges that because of Federal Regulations each file size can only be 100 mega-bytes; therefore, the Selected Bidder agrees they might receive multiple files for processing. DFA is not aware of the number of files at this time.
- f. Selected Bidder acknowledges that depending on the number of covered individuals needed to be reported for an employee; there may not be enough lines on Part III of the page 1 of the 1095-C form. If additional lines are needed, the Selected Bidder agrees that page 3 of the 1095-C form must be used. DFA is not aware of the number of employees that will need page 3 at this time.
- g. Selected Bidder acknowledges that depending on the number of covered individuals needed to be reported for an employee; there may not be enough lines on Part IV of the page 1 of the 1095-C form. If additional lines are needed, the Selected Bidder agrees that page 3 of the 1095-C form must be used. DFA is not aware of the number of employees that will need page 3 at this time.
- h. Selected Bidder agrees that if page 3 is used it must be included in the sealed mailing envelope with pages 1 and 2 for that employee and only the address will be visible when the envelope is sealed.
- i. Selected Bidder agrees that if page 3 is not needed, a blank page 3 will not be included in that employees sealed mailing envelope.
- j. Selected Bidder shall have the ability to mask (e.g. XXX-XX-1234) the Social

Security Number (SSN) and/or the Tax ID number, if requested by DFA.

- k. Selected Bidder will be responsible for paper stock and envelopes.
- 1. Selected Bidder agrees that forms must be printed on $8 \frac{1}{2} \times 14$ paper.
- m. Selected Bidder understands the mapping documents are for 8 $^{1\!\!/_2}x$ 11 paper.
- n. Selected Bidder acknowledges that the test and production files will be for 8 $\frac{1}{2}$ x 11 paper.
- o. Selected Bidder agrees that the bottom 8 ½ x 11 inches of the paper should be used to print the actual front and back side tax forms. These areas must adhere to the DFA established mapping.
- p. Selected Bidder agrees that the top three (3) inches of the 8 $\frac{1}{2}$ x 14 printing should be used for the return and mail address flap. These areas must adhere to the DFA established mapping.
- q. The selected vendor agrees the information must appear through the windowed envelope. The vendor may adjust the font size to allow it to fit through the window; however, the Bidder shall receive approval from DFA BEFORE the production files are processed.
- r. Selected Bidder agrees that NO information (other than the address information) will be visible when the envelope is sealed.
- s. Selected Bidder acknowledges that the Federal regulations regarding printing and mailing may change for future tax years and agrees that if the Federal regulations do change, they will adhere to the established guidelines at that time. Additionally, the selected Bidder agrees that if a change requires them to make a processing change, they will not invoice DFA for said change.
- 6. Specifications for 1094-B and 1094-C Tax Form Processing: (unless otherwise noted all specifications in this section apply to both the 1094-B and 1094-C tax form processing)
 - a. Selected bidder shall print the appropriate tax form using the file layouts and mapping provided by DFA. DFA will not accept alternative layouts and mapping. DFA's file layouts are mapping are attached as:

File Layout/Mapping	Appendix
1094-B Forms and Mapping	Appendix M
1094-C Forms and Mapping	Appendix N

- b. Selected Bidder shall create two (2) searchable USB drives for all the production 1094-B forms created. The searchable images on the USB drives must be in PDF format. Additionally, the Selected Bidder agrees that all images for each employer will be in a separate file on the USB drive.
- c. Selected Bidder shall create two (2) searchable USB drives for all the production 1094-C forms created. The searchable images on the USB drives must be in PDF format. Additionally, the Selected Bidder agrees that all images for each employer will be in a separate file on the USB drive.
- d. Selected Bidder acknowledges they will not be required to print and mail the 1094-B and 1094-C forms. They will only need to place them on the USB drives.
- e. Selected Bidder acknowledges that the 1094-B and 1094-C test and production files are pipe delimited.

- f. Selected Bidder shall have the ability to mask (e.g. XXX-XX-1234) the Social Security Number (SSN) and/or the Tax ID number, if requested by DFA.
- g. Selected Bidder will be able to accept induvial XML and/or text (.txt) files for each required form.
- h. Selected Bidder acknowledges that the Federal regulations regarding printing and mailing may change for future tax years and agrees that if the Federal regulations do change, they will adhere to the established guidelines at that time. Additionally, the selected Bidder agrees that if a change requires them to make a processing change, they will not invoice DFA for said change.
- 7. Postage and Mailing (unless otherwise noted all specifications in this section apply to W-2, 1099-MISC, 1095-B, and 1095-C tax form processing)
 - a. Selected Bidder agrees they will be responsible for First Class postage for all generated tax forms. For the purpose of estimating postage costs, Bidder must use current First Class Postage rates. DFA acknowledges they will be charged the actual First Class Postage at the time of the mailings for each tax year.
 - b. Selected Bidder acknowledges that the dates for mailing the tax forms are set by federal statute and are not negotiable. The Selected Bidder shall ensure that the tax forms are post marked by Federal Statute guidelines and the timeline established by DFA. DFA acknowledges will provide the final production files on or before the established deadlines in Section 8. Sub-Section g. of the Scope of Services.
 - c. Selected Bidder acknowledges if the forms are not post marked by the Federal Statute guidelines they shall pay the penalties established by the Federal Statute and will not invoice DFA for such penalties. DFA acknowledges they will provide the final production files on or before the established deadlines in Section 6 of the Scope of Services.
 - d. Unless otherwise agreed by DFA and the Selected Bidder, the Selected Bidder agrees to electronically invoice DFA for the estimated prepaid postage cost of mailing the tax forms no later than December1 of each year for that year's tax forms. The Selected Bidder acknowledges that if they fail to submit the invoice for prepaid postage by the specified date, they are still responsible for mailing the tax forms by the designated deadlines. The Selected Bidder shall work with DFA Accounting on how to process the difference between the actual postage cost and the estimated prepaid cost.
- 8. Production Time (unless otherwise noted all specifications in this section apply to W-2, 1098, 1099 (all types), 1095-B, and 1095-C, 1094-B, and 1095-C tax form processing)
 - a. Selected Bidder shall process the production files by the dates established by DFA and/or Federal Statute.
 - b. Selected Bidder shall provide the <u>first</u> sample prod prints between November 1st and November 15th for the previous tax year processing.
 - c. Selected Bidder shall process and provide DFA the results of each test file within two (2) business days of receipt.
 - d. Selected Bidder shall be required to process multiple test files(s) during a given tax year.
 - e. DFA shall approve the test prints and mailers prior to the submission of the final

production file.

- f. Selected Bidder agrees that all files, including test files, shall be transmitted via a secure connection (password protected) such as SSL or VPN, or they may be transmitted via FTP over the internet if they are PKI encrypted. DFA will follow the same transmission process.
- g. DFA acknowledges they will provide the final <u>**Production**</u> file(s) a minimum of 72 hours prior to IRS/USPS deadline for postmark for the previous tax year processing.
- h. Selected Bidder shall, before printing and mailing the production file(s), send DFA ten (10) printed, folded and sealed tax forms for review and approval.
- i. Selected Bidder agrees that if multiple production files are provided, for a given tax form, a minimum of two (2) test prints must be provided for each file. Depending on the number of files provided, the total number of test prints may exceed ten (10).
- j. Selected Bidder agrees that the final approval test prints shall be from the production file(s) sent by DFA.
- k. Selected Bidder agrees that the final approval test prints must be sent via overnight shipping method, at their expense, in single nondescript envelope to the address of the State's choosing. The Selected Bidder agrees that NO information (other then DFA's provided address) can be visible when the processed forms are sealed in a single envelope. DFA acknowledges they will provide this address when the production file(s) are created.
- 1. Selected Bidder acknowledges DFA reserves the right to conduct additional tests and incur additional overnight shipping costs if the final approval test(s) are not acceptable.
- m. Selected Bidder agrees to re-process and mail the final approval test(s) forms with the completed production files.
- n. Selected Bidder shall provide the USB drives of the production data to DFA by the established deadline. DFA will establish this deadline for the production file creation for each tax year.
- 9. Selected Bidder agrees to only invoice DFA for the actual forms processed for a given year. Additionally, the Selected Bidder will electronically submit invoices via the State's current e-invoicing vehicle. DFA will electronically pay the invoice via the State's current epayment and remittance vehicle.
- 10. Selected Bidder will be available for regularly scheduled status meetings, via conference call, during the engagement of the project.

SECTION 5. <u>BID COVER SHEET</u>

All requested information shall be completed on Appendix A, **Bid Cover Sheet**. Failure to complete and/or sign the bid cover sheet may result in the Bidder being determined nonresponsive.

SECTION 6. <u>BID FORM</u>

All pricing should be submitted on Appendix B, **Bid Form**. Pricing will only be accepted on the bid form. Failure to complete and/or sign the bid form may result in the Bidder being determined nonresponsive.

SECTION 7. <u>REFERENCES</u>

Each Bidder must furnish at least three (3) trade references who are familiar with the Bidder's abilities related to the services being procured with this IFB. These references will be used to determine the Bidder's ability to perform the services. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. DFA staff must be able to reach two (2) references for a Bidder within two (2) business days of bid opening to be considered responsive. The reference information should be submitted on Appendix C, **References**.

Appendix A - Bid Cover Sheet

The Office of Procurement and Contracts is currently accepting bids for Integrated Pest Management Services. Bids are to be submitted as directed in *Section 1.2*, *Bid Submission Requirements*, of this IFB, on or before July 24, 2023 by 2:00 PM CST.

Name of Company	
Company Representative	
Company Representative Title	
Mailing Address	
Mailing City, State, Zip	
Telephone:	
E-Mail Address:	

Please identify the Office/Branch which will provide services for the Department of Finance and Administration if different from above:

Office Contact Person	
Office Contact Person Telephone Number	
Office Contact Person Email Address	
Physical Address	
City, State, Zip	
Mailing Address	
City, State, Zip	

Are	you currently	registered as	s a Supplier in MAGI	C? YES	NO
AIC.	you currently	registered as	s a supplier in MAON		110

If known, what is your supplier number?

Are you currently registered with PayMode? ____YES ____NO

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

What year was your company established? ______

• Has your company ever been involved in a lawsuit involving any area covered by the IFB? If yes, provide details including dates and outcomes.

• The printing samples, as required by the IFB, are included with the bid.

Signature: _____ Date: _____

<u> Appendix B - Bid Form</u>

Company Name:

The pricing requested in a PER FORM cost. For planning purposes, it is anticipated, based on current requirements, that a total of 73,000 forms will be created.

	PRICE PER ITEM
Generate, print, stuff and/or seal W-2, 1099-	
MISC, 1095-B, 1095-C Tax forms on	
<u>recovered</u> materials	
Generate, print, stuff and/or seal W-2, 1099-	
MISC, 1095-B, 1095-C Tax forms on <u>non-</u>	
<u>recovered</u> materials	
Create a searchable USB drive of generated	
tax for images. There will be a total of eight (8)	
USB Drives	
First class postage for W-2, 1099-MISC, 109-	
% and 1095-C Tax Forms	
Generate and create up to 200 tax form images	
on a searchable USB drive. All forms for a	
given form must be on separate USB drives.	
There will be a total of four (4) USB drives;	
two (2) for each of the following: 1094-B and	
1094-C	

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 the Bidder has thoroughly read and understands the IFB, Appendices and Attachments thereto;
- 2. That the Bidder meets all requirements contained in the IFB, Appendices and Attachments thereto;
- 3. That the Bidder agrees to all provisions of the IFB, Appendices and Attachments thereto including, but not limited to, the Draft Contract (Appendix D);
- 4. That the Bidder has read the attached Draft Contract (Appendix D) and agrees to sign a similar contract;
- 5. That the Bidder will perform the services required at the prices quoted above;
- 6. That the Bidder will print and mail the tax forms, in the requested quantities, within 72-hours of receiving the file(s) from DFA.
- 7. That the Bidder has submitted copies of the required insurance certificates to meet the Minimum Qualifications as stated in *Section 3*, *Minimum Qualifications*, and should Bidder be awarded the contract, will add the State of Mississippi as an additional insured;
- 8. That the pricing submitted will remain firm for the contract term; and,

- 9. That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
- 10. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
- 11. <u>NON-DEBARMENT</u> By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.
- 12. <u>INDEPENDENT PRICE DETERMINATION</u> The Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the bid offered.
- 13. <u>PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT</u> <u>FEES</u> - The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
- 14. <u>REPRESENTATION REGARDING CONTINGENT FEES</u> The 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 other contingent fee, except as disclosed in the Contractor's bid or proposal.
- 15. <u>REPRESENTATION REGARDING GRATUITIES</u> The Bidder, Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 9.105.01, Gratuities Prohibition, of the *Mississippi Procurement Manual*.
- 16. By submitting a bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.
- 17. The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called PayMode. In order to do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a bid, the Bidder certifies that it is registered with both systems or if not already registered, that it will do so within seven (7) business days of being notified by the DFA Office of Procurement and Contracts that it has been awarded a contract.

Signature:

Date:

Appendix C - References

Company Name:	
Client Name	
Contact Name and Title	
Contact Telephone Number	
Email Address	
Services Provided/Number of items printed and frequency	
Dates of Service	
Client Name	
Contact Name and Title	
Contact Telephone Number	
Email Address	
Services Provided/ Number of items printed and frequency	
Dates of Service	
Client Name	
Contact Name and Title	
Contact Telephone Number	
Email Address	
Services Provided/ Number of items printed and frequency	
Dates of Service	

Additional references can be provided on a separate page.

<u> Appendix D – Draft Contract</u>