



Mississippi Department of Employment Security

Tate Reeves
Governor

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Executive Director

Request for Proposals (RFP)
No. 2026-01

RFX Number: 3180002918

Mississippi Department of Employment Security
Printing and Mailing Services

ISSUE DATE: May 18, 2026

PROPOSAL OPENING LOCATION: Mississippi Department of Employment Security
1235 Echelon Parkway
Jackson, MS 39213

CONTACT: Jeff Crump
bids@mdes.ms.gov
601-321-5481

PROPOSAL SUBMISSION DEADLINE: Wednesday June 24, 2026, 4:00 PM CDT

PROPOSAL OPENING DATE: Thursday June 25, 2026, at 10:00 AM CDT

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Section 1 – Agency Background

The Mississippi Department of Employment Security (hereinafter “MDES”, “Agency”, or “State”) is a federally funded state agency that administers employment security programs under the direction of the governor of Mississippi and reports to the Federal Government. MDES oversees, manages, and directs all Employment Service (ES) labor functions and the Unemployment Insurance (UI) division. Through these programs, MDES works to expand employment, improve workforce skills, and enhance productivity for the State of Mississippi.

Section 2 – Purpose

The MDES seeks to attain sealed competitive proposals from qualified vendors to provide comprehensive design, print, and direct mail services. These services include, but are not limited to, designing, printing, labeling, sorting, bulk mailing and providing related services and miscellaneous other mass mail-outs. The MDES desires to contract with an experienced vendor that possesses the necessary abilities and resources to provide the services specified within this Request for Proposal (RFP).

The MDES seeks to enter into a multi-term, firm fixed price, requirements contract for the aforementioned services. This RFP, any amendment thereto, such as Questions and Answer document(s), as well as the awarded Vendor’s proposal, and any requested best and final offer shall constitute the Contract.

This RFP and any resulting contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board (PPRB) Office of Personal Service Contract Review Rules and Regulations (OPSCR), a copy of which is available at 501 N. West Street, Suite 701E, Jackson, Mississippi 39201 for inspection or at <https://www.dfa.ms.gov/sites/default/files/Personal%20Service%20Contract%20Review%20Home/Rules%20and%20Regulations/pprb-opscr-rules-and-regulations-eficetive-01182020.pdf>

Section 3 – Procurement Timeline (All times CDT)

RFP Issue Date	Monday May 18, 2026
First Advertisement Date	Monday May 18, 2026
Second Advertisement Date	Tuesday May 26, 2026
Questions Submission Deadline	Wednesday June 3, 2026 - 2:00 PM
Answers Posted	Friday June 12, 2026 - 4:00 PM
Proposal Submission Deadline	Wednesday June 24, 2026 -10:00 AM
Proposal Opening	Thursday June 25, 2026 -10:00 AM
Anticipated Notice of Intent to Award	Wednesday July 15, 2026

A Proposal received at the place designated in the solicitation for receipt of Proposals after the exact time specified for receipt will not be considered.

NOTE: Adjustments to the schedule may be made as deemed necessary by MDES.

Section 4 – Period of Performance

The awarded contract will be for three (3) years with the option to extend up to an additional two (2) years, which may be exercised at the sole discretion of MDES. The effective date of this contract will be September 27, 2026.

Section 5 – Contract and Questions/Requests for Clarification

5.1 Vendors must carefully review this solicitation, in its entirety. Following review, vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. All questions and requests for clarifications, must be submitted by the date and time reflected in Section 2 by the Vendor via email directly to:

MDES Procurement
Email: bids@mdes.ms.gov.

5.2 Vendors should enter “RFP RFx Number 3180002918 - Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

	RFP Section, Page Number	Vendor Question/Request for Clarification
1.		

5.3 Official responses will be provided only for questions submitted as described above and only to clarify information already included in the RFP. The identity of the organization submitting the question(s) will not be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website as an amendment to the RFP on or before the date and time reflected in Section 2.

5.4 The MDES will not be bound by any verbal or written information that is not contained within this RFP unless formally noticed and issued by the contact person as an RFP amendment. Vendors are cautioned that any statements made by agency personnel that materially change any portion of the proposal document shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document.

5.5 All vendor communications regarding this RFP must be directed to the Proposal Coordinator. Unauthorized contact regarding the RFP with other employees of the agency may result in the vendor being disqualified, and the vendor may also be suspended or debarred from the State.

5.6 Pre-Proposal Conference, Tour or Site Visit: No pre-proposal conference, tour, or site visit will be held for this RFP.

5.7 Acknowledgement of Amendments: Should an amendment to the RFP be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website in a manner that all Vendors will be able to view. Further, Vendors must acknowledge receipt of any amendment to the solicitation by providing a signed “Acknowledgements of Amendments” form, Attachment G. The acknowledgment should be received by the agency on or before the time, date, and at the place specified for receipt of proposals of the submission deadline in Section 2. It is the Vendor’s sole responsibility to monitor the websites for any updates or amendments to the RFP. Questions and Answer document(s) issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website must be treated the same as an RFP Amendment.

5.8 The RFP is comprised of the base RFP document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before contract award.

Section 6 – Scope of Services

This section contains information on services and procedures that the Vendor must provide or adhere to, in servicing the MDES account. The descriptions are not all-inclusive but are provided to provide you with an understanding of the expected services or procedures.

Please respond by restating each service listed below, including the number, and confirm your intention to provide the service as described, respond by stating, “Confirmed”. If your company can provide the service, but not exactly as described, respond by stating, “Confirmed, but with exceptions”, and state the specific exceptions. If your company is currently unable to provide a listed service, respond by stating, “Unable to provide this service”. Any additional details regarding these services should be provided in your responses to the questionnaire, or as additional information included as an appendix to your proposal.

Historical Data Relevant to this RFP

Below is the historical data of printed documents, sheet counts, and checks for the previous 19 months. As well as data that shows our printing needs in a high-volume scenario during 2020 and 2021.

Month	Document Counts	Sheet Counts	Checks
Oct-24	32,580	67,982	989
Nov-24	26,074	54,123	217
Dec-24	55,778	126,519	678
Jan-25	38,944	80,188	142
Feb-25	28,162	64,985	116
Mar-25	51,050	106,964	636
Apr-25	30,662	70,135	537
May-25	39,292	85,362	440
Jun-25	43,537	98,435	192

Jul-25	30,907	70,772	321
Aug-25	34,217	71,601	1311
Sep-25	26,496	55,584	121
Oct-25	27,483	59,805	179
Nov-25	31,212	67,291	120
Dec-25	42,380	98,512	79
Jan-26	39,013	85,730	190
Feb-26	45,582	117,717	89
Mar-26	26,052	60,943	851
Apr-26	30,386	69,424	477
Summary Data			
Year	Correspondence	Checks	Totals
2019	802,136	5,583	807,719
2020	2,375,266	4,966	2,380,232
2021	1,775,589	14,720	1,790,309
2022	924,689	13,138	937,827
2023	563,625	12,993	576,618
2024	548,724	7,707	556,431
2025	424,342	4,194	428,536

Scope of this RFP

The winning Vendor will provide MDES comprehensive printing and mailing services, including:

6.2.1 General

- 6.2.1.1 The Vendor must demonstrate an ability to accept files ranging from raw data feeds to proprietary formats such as Adobe PDF®. The Vendor will include available and acceptable formats for print services as part of their submission documents.
- 6.2.1.2 The Vendor must meet mailing service levels as determined by requirements generated by MDES requests.
- 6.2.1.3 The Vendor must demonstrate the ability to print, secure, and mail Unemployment Insurance checks including Forms, Reports, and On Demand ad hoc prints including Stuffers, Labels, Calendars, Catalogs, Guides, Brochures and Booklets in both black and white and color.
- 6.2.1.4 The Vendor must provide a Project Manager and any additional staff at no cost to the State, required for the analysis and implementation phases of the transition of services.

- 6.2.1.5** The Vendor must provide programming services to meet or exceed current MDES printing and mailing services using application data files.
- 6.2.1.6** The Vendor must provide custom programming, consultation and design services for all the print jobs using current process flows or future process flow requirements.
- 6.2.1.7** The Vendor must be able to create, proof, and print ad hoc forms and reports upon MDES request and complete the tasks on the same business day.
- 6.2.1.8** The Vendor must describe in detail, including process flow diagrams, how our data files will be received and verified as well as how they will be processed once they have been received. This should also include a detailed outline for the process of document composition and mail processing.
- 6.2.1.9** The Vendor will be accountable for and will manage inventory of materials for contracted print and mail services. The Vendor must procure and store all printing stock (including checks), envelopes and related supplies. They will also manage storage and mailing of any preprinted materials such as forms and booklets.
- 6.2.1.10** The Vendor must provide a means for MDES to:
 - 6.2.1.8.1** View and proofread all documents, forms, reports, etc.
 - 6.2.1.8.2** Search all documents by specific criteria based on the document to allow for reprinting, tracking, etc.
 - 6.2.1.8.3** Identify workflow roles and assign employees certain tasks by role.
 - 6.2.1.8.4** View versioned history for all documents resulting from the print jobs. All versions kept should be accessible / searchable in accordance to comply with Freedom of Information Act (FOIA).
 - 6.2.1.8.5** Apply dynamic messaging to existing print materials utilizing existing whitespace on the document format. This dynamic messaging feature will eliminate creating separate informational documents and lower the cost of mailing to MDES.

- 6.2.1.8.6** Verify the number of documents/checks were printed and mailed, and how many documents/checks were not printed due to any errors.
- 6.2.1.11** The Vendor must disclose the discounted postal rate(s), and the percent of forms that will be mailed at that rate.
- 6.2.1.12** The Vendor must guarantee the lowest postal rates allowed by the Postal Service, provide current rate schedules and conditions or additional fees which apply, and indicate price points for reduced cost of services and method of calculation for accrued services to meet price points.
- 6.2.1.13** The Vendor must show the appropriate level of insert capabilities, such as sorting, folding, and inserting by recipient or by address to identify opportunities for group correspondence and consolidated mailings by type.
- 6.2.1.14** The Vendor must provide reports to MDES advising of all bad addresses, address changes, etc.
- 6.2.1.15** The Vendor must provide access to an output file which the MDES benefit system will use to correct bad addresses via agreed upon business rules.
- 6.2.1.16** The Vendor must be CASS certified, and scrub for bad addresses. Please provide evidence of CASS software and US Postal certification in your submission.
- 6.2.1.17** The Vendor must have the ability upon request to track a piece of mail to the point where it is handed off to the mail carrier.
- 6.2.1.18** The Vendor must print 2D barcodes on all automated forms containing recipient information for purposes of tracking and verification of process integrity.
- 6.2.1.19** The Vendor must have the ability to receive all returned mail daily, scan and upload them for MDES review. The Vendor must have the ability to return returned checks to MDES.
- 6.2.1.20** The Vendor must provide documentation of their ability to process Canadian and other foreign mail.
- 6.2.1.21** The Vendor must provide a description of the process used to track and charge postal rates based on overall volume on a monthly or other agreed upon process which provides the greatest benefit of accumulative volume pricing to MDES.

6.2.1.22 The Vendor must adhere to the postal addressing standards outlined in URL <http://pe.usps.gov/text/pub28/welcome.htm>

6.2.1.23 The Vendor must invoice MDES monthly for billable services provided the previous month. The invoice format must be acceptable to MDES; including a summarized breakdown of the number of prints mailed at each discounted postal rate, including the beginning and ending balance or prepaid postage.

6.2.2 Start-Up / Transition Phase

6.2.2.1 During the Start-up Phase, all work must be completed (programming, printing, inserting, testing, mailing, etc.) approval before the contract starts.

6.2.2.2 The Vendor, at no cost to MDES, must print and mail PDF® files and checks for testing purposes. User acceptance testing (UAT) of services will be incorporated into the conversion and delivery process plan.

6.2.3 Project Work Plan

The Vendor must submit a **detailed operations plan** describing how duties will be performed, including workflows for print, finishing, mail induction, return mail processing, QC, SLAs, staffing, equipment, and contingencies. This Plan that must include but not be limited to the following:

6.2.3.1 Transition Phase: Verification of all documents for printing including checks.

6.2.3.2 Finishing & Preparation: Sorting, folding, inserting into envelopes (single and multi-insert), sealing, addressing, and metering.

6.2.3.3 Outbound Mailing: USPS-compliant processing, presort services, Intelligent Mail Barcode (IMb), automation discounts, tray/sack preparation, manifesting, and induction to USPS.

6.2.3.4 Mail Tracking, Address Verification, and Return Mail Processing: Tracking of outgoing mail including delivery information where available. Receipt, logging, scanning/imaging (if applicable) of outgoing mail, address verification and hygiene updates (NCOA/CASS, address correction service) where possible, designated handling workflows, and reporting to MDES. Ability to intake and process returned mail.

- 6.2.3.5 Quality Control:** Error rate thresholds, sample pulls, reconciliation, USPS acceptance documentation, and incident management.
- 6.2.3.6 Data Handling & Security:** Secure receipt of print files (SFTP/API/portal), encryption in transit and at rest, restricted access controls, chain-of-custody, retention, and data destruction protocol.
- 6.2.3.7 Reporting & Invoicing:** Daily production logs, weekly volume reports, monthly billing with itemized services (print impressions, inserts, envelopes, postage class, returns processed).
- 6.2.3.8 Account Management:** Dedicated PM, onboarding plan, transition timeline, operational escalation matrix.
- 6.2.3.9 Disaster Recovery:** Facility redundancy, power/cooling, backup equipment, recovery time objectives (RTO), and failover procedures.
- 6.2.3.10 Printing/Mailing Timeline Expectations:**
 - Standard production windows for MDES are that all documents will be mailed the same or next day.
 - Peak/Surge handling capacity and contingency plans.
- 6.2.3.11 Scaling:** The successful Vendor will be able to scale services to accommodate an increase or decrease in demand on an as-needed basis without disrupting processing.

6.2.4 Security / Business Continuity / Disaster Recovery

- 6.2.4.1** The Vendor must provide a means for secure data transmission and confirm receipt of the Department's data and files.
- 6.2.4.2** The Vendor must accept and receive File Transfer Protocol Secure transmissions to ensure secure data exchanges.
- 6.2.4.3** For the purposes of disaster recovery and business continuity, the Vendor must have access to a dedicated 24/7/365 restoration process that offers full restoration and recovery of services within 24 hours or agreed upon Shared-Loss Agreement standards.
- 6.2.4.4** The Vendor must also provide the business continuity plan illustrating redundancies in existing facilities and equipment to ensure continuous operations and high availability of services.
- 6.2.4.5** The Vendor must provide a copy of their most recent SSAE 16 Audit Report, other third-party assessments and copy of business continuity/disaster recovery plan for printing, mailing and computing.

- 6.2.4.6 The Vendor must provide a copy of its security policy and testing procedures which the Vendor must meet that conforms to all State of Mississippi and Federal security guidelines for the handling of financial and personal identifying information data, including all confidentiality statutes specific to the Unemployment Insurance program. These requirements include State of Mississippi and IRS security standards for handling Federal Tax Information (“FTI”) and Personally Identifiable Information (“PII”) data.
- 6.2.4.7 The Vendor must supply proof of employee background checks to meet State and Federal materials handling standards.
- 6.2.4.8 The Vendor must supply proof of mailing process security standards to ensure that no information is mishandled or misdirected due to gaps in chain of custody or control of material issues.

Section 7 – Minimum Qualifications (Required)

The following minimum Vendor requirements are mandatory. Failure to meet any of these requirements **will** result in disqualification of the proposal submitted. Please respond by restating each minimum requirement, including the number listed below, with documentation that proves specifically how the Vendor meets that minimum criteria. Please include in your responses your total number of years and types of experience. If, in the opinion of the procurement team, you fail to prove that the Vendor meets any of these minimum requirements, the proposal will be disqualified from further evaluation. If this happens, you will be notified of the decision and will have an opportunity to provide additional information to prove the Vendor does meet the minimum requirements. It is incumbent upon the disqualified Vendor to respond timely and completely to any such notice as unreasonable delays and/or non-responsive submissions may result in the disqualification being upheld without further review.

The Vendor must have:

1. **Prior Experience:** Vendor must demonstrate at least ten (10) years’ operating in printing & mailing services at similar scale and requirements. Include samples, descriptions, and/or examples evidencing comparable work. Included samples should be redacted.
2. **Resources and Facilities:** The Vendor must demonstrate adequate resources and facilities to render the services requested in this RFP. The Vendor must have in place as of the date of the proposal submission secure and accessible work and storage space, appropriate equipment for processing the data and mail pieces, and adequate experienced staffing ready to begin performing the requested services. Include documentation of the resources and facilities that will be utilized should the Vendor be awarded this contract.
3. **Financial Stability/Solvency:** Vendors must demonstrate financial stability and solvency. MDES, in its discretion, may request a copy of **independently audited financial**

statements for the most recent year + at least the **preceding three (3)** years (audit opinion, balance sheet, statements of income, retained earnings, cash flows, notes), or if audited statements do not exist, state reason and submit **sufficient alternative evidence** (e.g., financial statements, credit ratings, line of credit, or other proof of solvency).

4. **References:** Vendor must provide two (2) references for similar work.

Section 8 - Proposal Submission Requirements

8.1 Format & Contents (in order):

- a. **Section 1 - Proposal Cover Sheet (Appendix A)**
- b. **Section 2 – Introduction/Signed Proposal Cover Letter**
- c. **Section 3 – Minimum Qualifications Confirmation**
- d. **Section 4 – Scope of Services Confirmation**
- e. **Section 5 – Operations Plan**
- f. **Section 6 – Proposal Form (Appendix B)**
- g. **Section 7 – References (Appendix C)**
- h. **Section 8 – Technical Plan**
- i. **Section 9 – Management Plan**
- j. **Section 10 – Cost Plan**
- k. **Section 11 – Signed Acknowledgment of RFP Amendments (Attachment E)**
- l. **Section 12 – Organization Chart**
- m. **Section 13 - Any Additional Information**

8.2 Submission Requirements

- 8.2.1** The signed original **proposal package plus four (4) copies of the signed original proposal package and a link to the electronic version of the signed original proposal package** described below must be submitted in a sealed envelope or package to the place identified for receipt of proposals in Section 8.2.3 no later than the time and date specified for receipt of proposals. The electronic proposal package shall not be password protected and shall be in Portable Document Format (PDF®) or Microsoft Office® Suite (preferably Excel and/or Word) format. The electronic proposal package should consist of:
- 8.2.1.1** One (1) electronic copy of the complete proposal including all attachments in a searchable Microsoft Office® format, preferably in Word® or PDF®; and
 - 8.2.1.2** One (1) **REDACTED** electronic copy of the complete proposal including all attachments and referenced documents in a searchable Microsoft Office® format, preferably in Word® or PDF®, if the proposal contains confidential information, pursuant to Section 8.2.12 below.
- 8.2.2** The sealed envelope or package shall be marked with the proposal opening date and time as instructed in 8.2.3. Proposals are subject to rejection unless

submitted with the information included on the outside the sealed proposal envelope or package.

8.2.3 Sealed proposals should be mailed or hand-delivered to and labeled as follows:

MDES Printing and Mailing Services
RFP RFx Number 3180002918
Proposal Submission Date and Time: June 24, 2026, at 4:00 PM CDT
Opening Date and Time: June 25, 2026 at 10:00 AM CDT
Mississippi Department of Employment Security
Attention: Jeff Crump, Procurement Supervisor
1235 Echelon Parkway
Jackson, Mississippi 39213
SEALED PROPOSAL – DO NOT OPEN

- 8.2.4** All proposal packages must be received by the MDES on or before June 24, 2026, at 4:00 PM CDT. Proposals submitted via facsimile (fax) machine will not be accepted. It is suggested that if a proposal is mailed to the Agency, it should be posted in certified mail with a return receipt requested. The Agency will not be responsible for mail delays or lost mail. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely on the vendor. All vendors are urged to take the possibility of delay into account when submitting a proposal.
- 8.2.5** Timely submission of the proposal package is the responsibility of the Vendor. Proposals received after the specified time will be rejected and maintained unopened in the procurement file. A proposal received at the place designated in the solicitation for receipt of proposals after the exact time specified for receipt will not be considered unless it has been determined by the Agency that the late receipt was due solely to mishandling by the Agency after receipt at the specified address.
- 8.2.6** The time and date of receipt will be indicated on the sealed proposal envelope or package by Agency staff. The only acceptable evidence to establish the time of receipt at the office identified for proposal opening is the time and date stamp of that office on the proposal wrapper or other documentary evidence of receipt used by that office.
- 8.2.7** Each page of the proposal form and all attachments shall be identified with the name of the Vendor. Multiple page attachments and samples should be numbered internally within each document, not necessarily numbered in the overall page number sequence of the entire proposal. The intent of this requirement is for the Vendor to submit all information in a manner that is clearly referenced and easily located.

- 8.2.8** Failure to submit a proposal on the proposal form provided will be considered cause for rejection of the proposal. **Modifications or additions to any portion of the proposal document may be cause for rejection of the proposal.** The Agency reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive.
- 8.2.9** A proposal response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as non-responsive. The Agency reserves the right to permit the Vendor to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the Agency of non-responsiveness based on the submission of nonconforming terms and conditions.
- 8.2.10** As a precondition to proposal acceptance, the Agency may request the Vendor to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.
- 8.2.11** Along with a complete copy of its proposal, Vendor has submitted a second copy of the proposal document in which all information Vendor deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Vendor acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the Agency or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the proposal which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Vendor acknowledges and agrees that Agency may release the redacted copy of the proposal document at any time as a public record without further notice to Vendor. If a Vendor does not produce a redacted version, the full proposal will be released at the Agency's sole discretion, without notice to the Vendor, and will be produced as a public record exactly as submitted.

Section 9 – Proposal Evaluation and Basis for Award

- 9.1** Proposals with errors that do not alter the substance of the proposal can be accepted, and the Agency Chief Procurement Officer may allow the Vendor to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other Vendors.
- 9.2** The agency has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Vendor with the proposal for the agency to properly evaluate the proposal, the agency has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

9.3 Compliance Phase:

All proposals are reviewed first to determine if mandatory RFP requirements have been satisfied, meaning the proposal/Vendor is responsive, responsible, and/or acceptable. Mandatory requirements to be considered responsive, responsible, and/or acceptable are not assigned a point percentage and/or score but are instead recorded as PASS or FAIL. A Pass record is assigned to each factor for which the response to the Mandatory requirement question(s) defined is “Yes.” A Fail record is assigned to each factor for which the response to the Mandatory requirement question(s) defined is “No.” If any component receives a Fail record the proposal shall **not** be determined to be responsive, responsible, and/or acceptable.

All proposals which are determined to be responsive, responsible, and/or acceptable will continue on to the proposal evaluation phase.

9.4 Evaluation Phase – Technical and Managerial items will be scored relatively to other proposals.

9.4.1 Cost factor (35 Points) – The cost will be evaluated by the Proposal Price from the Proposal Form (Attachment B) and is objectively scored based on the competitiveness of the cost presented. The lowest cost from Vendor(s) shall receive the maximum allotted **35 points**. The point allocations for cost for all other Vendors will be evaluated according to the following formula: Price of the lowest responsive and responsible offer divided by the price of the offer for the Vendor being rated times the maximum 35 points.

$$(X/Y) * 35 = Z, \text{ where}$$

X = lowest price,
Y = Vendor's Price, and
Z = Vendor's assigned price points

9.4.2 Technical factor (31 Points) – Technical factors are scored by the evaluation committee and generally aid in determining the Vendor's technical ability to perform the services requested in this RFP. The evaluation committee will provide consensus scores of the quality and completeness of the Vendor's proposal, solution, and action plans for providing the services identified as well as how well the proposal demonstrates an understanding, responsiveness, effectiveness, efficiency, and value to the MDES in the proposed approach. Scoring for the technical factor shall be based on the following items:

- 9.4.2.1** Does the Vendor document the ability to accept print files in proprietary formats such as Adobe PDF®, as well as other formats such as raw data?
- 9.4.2.2** Does the Vendor document the ability to print Forms, Reports, Stuffers, Labels, Calendars, Catalogs, Guides, Brochures, Booklets, documents, and checks among other items in both black and white and color?

- 9.4.2.3 Has the Vendor demonstrated how files will be received, verified, processed, protected, and disposed of?
- 9.4.2.4 Has the Vendor provided technical assurances that mail can be sent same day to ensure timeliness requirements?
- 9.4.2.5 Has the Vendor provided documentation of a portal to search printed files, verify deliver dates, proofread print items, and maintain historical data of mailed items?
- 9.4.2.6 Has the Vendor provided an explanation of tracking, address verification, and returned mail services? Do those explanations meet the needs of MDES?
- 9.4.2.7 Has the Vendor provided documentation of the ability to create, proof, and print ad hoc mail items upon requests including same business day delivery?
- 9.4.2.8 Has the Vendor provided documentation demonstrating the ability to process mail to the United States, Canada, and other foreign mail services?
- 9.4.2.9 Which regulations and standards do you comply with (HIPAA, PCI, state privacy laws, etc.)?

9.4.3 Managerial factor (34 Points) – Managerial factors are scored by the evaluation committee and generally aid in determining the Vendor’s past performance of the service. The evaluation committee will provide consensus scores of the ability to technically implement, maintain, and timely perform the services listed in this RFP, demonstrating where applicable the proven past performance in said area.

- 9.4.3.1 History and experience in performing the work:
 - 9.4.3.1.1 Does the Vendor document a record of reliability of timely delivery of services?
 - 9.4.3.1.2 Does the Vendor document the ability to scale services as needed?
 - 9.4.3.1.3 Does the Vendor document a record of providing high quality services?
 - 9.4.3.1.4 Does the Vendor document a record of working with Unemployment Insurance mailings?

9.4.3.2 Availability of personnel, facilities, equipment and other resources:

9.4.3.2.1 To what extent does the Vendor rely on in-house resources vs. contracted resources?

9.4.3.2.2 Has the Vendor provided the location of the mailing facility?

9.4.3.2.2.1 Has the Vendor provided documentation of mail times to Mississippi addresses?

9.4.3.2.2.2 Is the location in Mississippi?

9.4.3.2.2.3 What is the distance of the location from Jackson, Mississippi?

9.4.3.2.2.4 Qualification and experience of personnel:

9.4.3.2.2.4.1 Has the Vendor provided documentation of experience in handling and protecting sensitive personally identifiable information?

9.4.3.2.2.5 Staffing Requirements:

9.4.3.2.2.5.1 Has the Vendor provided information on staff as required for project management, transition services, analysis, programing and ongoing testing of any changes to items mailed?

9.4.3.3 How is customer data stored, processed, and transmitted?

9.5 The agency intends to award one (1) contract to provide the services described in this RFP to the Vendor with highest overall score.

Section 10 – Vendor Certification

The Vendor agrees that submission of a signed proposal form is certification that the Vendor will accept an award made to it as a result of the submission.

Section 11 – Debarment

By submitting a proposal, the Vendor certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi

and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or Agency of the State of Mississippi.

Section 12 – Registration with Mississippi Secretary of State

By submitting a proposal, the Vendor 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 Agency that it has been selected for contract award.

Section 13 – Insurance, Bonds, or Other Sureties

- 13.1** The successful Vendor shall maintain at least the minimum level of workers' compensation insurance, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence and fidelity bond insurance with minimum limits of \$100,000.00. All workers' compensation, comprehensive general liability, professional liability, and fidelity bond insurance will provide coverage to MDES as an additional insured. The Agency reserves the right to request from carriers, certificates of insurance regarding the required coverage. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- 13.2** Vendor shall submit to Agency within seven (7) days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within seven (7) day period may be cause for your proposal to be declared non-responsive or for your contract to be cancelled.
- 13.3** The Vendor shall be prepared to provide evidence of required insurance upon request by MDES at any point during the contract period and should consult with legal counsel regarding its obligations.
- 13.4** Vendor shall obtain at Vendor's expense the insurance requirements specified in the procurement and contract prior to performing under this Contract, and Vendor shall maintain the required insurance and throughout the duration of this Contract. There are no provisions for exceptions to this requirement.
- 13.5** Vendor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Vendor will keep in force all required insurance and/or bond until the contract is terminated or expires.
- 13.6** Vendor shall submit renewal certificates as appropriate during the term of the contract.

- 13.7** The Vendor shall be prepared to provide evidence of required insurance upon request by MDES at any point during the contract period and should consult with legal counsel regarding its obligations.
- 13.8** Vendor shall instruct the insurers to provide the Agency Thirty (30) days advance notice of any insurance cancellation.
- 13.9** Vendor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.
- 13.10** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

Section 14 – Request for Reconsideration

Any potential Vendor has an opportunity to request that the procuring Agency reconsider the terms of the solicitation. Any such request shall be filed with the Agency official primarily responsible for the procurement and the Director of OPSCR within three business days following the date of public notice. It shall be the sole responsibility of the requesting vendor to ensure the request is timely received by all required parties.

The request shall contain the requesting vendor's name, a single contact person, all contact information for the contact person, the RFX number of the solicitation, and the date the RFP was issued. The request shall identify which of these rules and regulations the requesting vendor believes to have been violated by the solicitation, as written. The request may not be based on anything other than the solicitation document and these rules and regulations. Exhibits shall not be included with the request. Rather, the requesting vendor shall clearly identify the section(s) of the solicitation document at issue in its request. The request shall not be supplemented.

Section 15 – Proposal Opening

Submitted proposals shall be opened at the time/date designated in Section 2. The proposal opening is not open to the public.

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

delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event. Each proposer shall be required to ensure the delivery and receipt of its proposal by the agency prior to the new date and time of the proposal opening

Section 16 – Award Notification

Award for this procurement will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency website at <http://www.mdes.ms.gov>. Vendors will be notified via e-mail of the awards.

Section 17 – Procurement Methodology

17.1 Restrictions on Communications with Agency and Agency Staff

At no time shall any Vendor or its personnel contact, or attempt to contact, any Agency staff regarding this RFP except the contact person as set forth and in the manner prescribed on the cover page of this RFP.

17.2 Vendor Investigations

Before submitting a proposal, each Vendor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the Agency upon which the Vendor will rely. If the Vendor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Vendor from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

17.3 Expenses Incurred in Preparing Proposal

The Agency accepts no responsibility for any expense incurred by any Vendor in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the Vendor.

17.4 Independent Price Determination

By submitting a proposal, the Vendor 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 Vendor or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposal. The prices quoted shall be inclusive of, but not limited to the following all required labor; all required equipment/material; all required insurance, bond, or other surety; all required overhead; all required profit; all required vehicles; all required fuel and mileage; all required labor and supervision; all required training; all required business and professional licenses, certifications, fees, or permits; and, any and all other costs. All pricing should include all associated costs with no additional or hidden fees.

17.5 Rejection of Proposals

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

17.6 Withdrawal of Proposals

If the price proposal is substantially lower than those of other Vendors, a mistake may have been made. A Vendor may withdraw its proposal from consideration if certain conditions are met:

- (1) The proposal is submitted in good faith;
- (2) The price proposal is substantially lower than those of other Vendors because of a mistake;
- (3) The mistake is a clerical error, not an error of judgment; and,
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the proposal demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a proposal that includes a clerical error after proposal opening, the Vendor must give notice in writing to the Agency of claim of right to withdraw a proposal. Within two (2) business days after the proposal opening, the Vendor requesting withdrawal must provide to the Agency all original work papers, documents, and other materials used in the preparation of the proposal.

A Vendor may also withdraw a proposal, prior to the time set for the opening of proposals, by simply making a request in writing to the Agency. No explanation is required.

No Vendor who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract.

No partial withdrawals of a proposal are permitted after the time and date set for the proposal opening; only complete withdrawals are permitted.

17.7 Request for Reconsideration

A Vendor who responded to an RFP has an opportunity to request that the procuring Agency reconsider its intent to award the contract to a specific Vendor or Vendors. Any such request

shall be filed with the Agency official primarily responsible for the procurement *and* the Director of OPSCR within three business days following issuance of the Notice of Intent to Award and posting of the Agency Procurement File in compliance with Sections 5.6.1, 5.6.1.1, and 5.6.1.2. It shall be the sole responsibility of the requesting Vendor to ensure the request is timely *received* by all required parties. Failure to timely request reconsideration in compliance with this Section results in waiver of any claim a Vendor may have as to the Agency's decision to award the contract.

The request shall contain the requesting vendor's name, a single contact person, all contact information for the contact person, the RFx number of the solicitation, the date the RFP was issued, and the date the Notice of Intent to Award was issued. The request shall identify which of these rules and regulations and/or the terms of the RFP the requesting Vendor believes were violated by the Agency during the proposal evaluation process, explain the factual basis for the alleged violation(s), *and* specify how the alleged violation(s) affected the outcome of the procurement. The request shall not be based on anything other than the Agency Procurement File, these rules and regulations, and the terms of the solicitation. The request shall not be supplemented.

Exhibits shall not be included with the request. Rather, the requesting vendor shall clearly identify the portion(s) of the Agency Procurement File and/or the RFP at issue in the request. Reference to documents outside of or facts not supported by the Agency Procurement File or the RFP shall not be considered by the Agency when responding to the request.

If the requesting Vendor believes the Agency Procurement File posted on the Agency website is incomplete (i.e., does not contain a document or documents required by these rules and regulations), the requesting Vendor shall so state in the request and shall specify what it believes to be missing.

Should the requesting Vendor believe the trade secrets and/or confidential commercial and financial information which were redacted from the Agency Procurement File posted on the Agency website contain issues related to its request, the requesting Vendor shall state those concerns in the request – even if speculative – in a manner which is specific enough for the Agency to provide a response.

These rules and regulations provide the opportunity to request reconsideration of an Agency's decision to award a contract requiring PPRB approval. No such opportunity exists where the contract will not require PPRB approval unless explicitly so stated by the procuring Agency.

17.8 Conflict of Interest Certifications

The Agency official responsible for the procurement shall create a list of all offerors who submitted proposals or qualifications, their principals¹⁷, their parent organizations, and their subsidiary organizations. Prior to beginning the evaluation process all Agency officials responsible for management of the procurement, all members of the evaluation committee, and all advisors to the evaluation committee shall be provided the list of offerors and shall certify, in writing, that they have no personal, financial, or familial interest in any of the offerors or

principals thereof. The certification shall restate the conflict of interest standards found in the Mississippi Ethics in Government laws, Mississippi Code Annotated §§ 25-4-101 through 25-4-121.

Section 18 – Required Contract Terms and Conditions

The Agency discourages exceptions from these required clauses. Such exceptions may cause a proposal to be rejected as non-responsive. Proposals which condition the proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the proposal will be given.

Section 19 – Optional Contract Terms and Conditions

Any contract entered into with the Contracting Agency pursuant this RFP may have, at the discretion of the Contracting Agency, the optional clauses found in the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. The Agency discourages exceptions from these optional clauses. Such exceptions may cause a proposal to be rejected as non-responsive. Proposals which condition the proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the proposal will be given.

Section 20 – Agency Website

This RFP, questions and answers concerning this RFP, and the Notice of Intent to Award will be posted on the Agency website at <http://www.mdes.ms.gov> and on the Mississippi Contract/Procurement Opportunity Search Portal website.

Section 21 – Attachments

The attachments to this RFP are made a part of this RFP as if copied herein in words and figures.

Attachment A

PROPOSAL COVER SHEET

Proposals are to be submitted as listed below, on or before Wednesday June 24, 2026 -10:00 AM.

PLEASE MARK YOUR ENVELOPE:

MDES Printing and Mailing Services
RFP Rfx Number 3180002918
Proposal Submission Date and Time: Wednesday June 24, 2026 -10:00 AM
Opening Date and Time: Thursday June 25, 2026 -10:00 AM
Mississippi Department of Employment Security
Attention: Jeff Crump, Procurement Supervisor
1235 Echelon Parkway
Jackson, Mississippi 39213
SEALED PROPOSAL – DO NOT OPEN

Name of Company: _____

Quoted By: _____

Signature:

Address:

City/State/Zip:

Telephone:

Fax Number:

E-Mail Address:

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this RFP and any parent organizations and subsidiary organizations:

In addition to providing the above contact information, please answer the following questions regarding your company. These questions are for information and not intended to replace the requirements to be considered responsive, responsible, and/or acceptable (See Section 6).

What year was your company started? _____

How many years has the firm been in business of performing the services called for in this RFP?

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. _____

If your company is not physically located within the vicinity, how will you provide the requested services _____ to _____ the _____ Agency?

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. _____

Is your company licensed and/or certified to provide the services described in the RFP as required by _____ all _____ applicable _____ Federal _____ and _____ State _____ law(s)?

List all licenses or permits your company possesses that are applicable to performing the services required in this RFP. _____

For how many customers has your company provided printing and mailing services in the past two years?

What is the largest customer your company has provided printing and mailing services for in the past two years?

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. _____

Attachment B

PROPOSAL FORM

Company	Contact Person	Telephone Number

The pricing quoted shall be inclusive of, but not limited to the following:

1. All required equipment/material and postage;
2. All required insurance, bond, or other surety;
3. All required overhead;
4. All required profit;
5. All required vehicles;
6. All required fuel and mileage;
7. All required labor and supervision;
8. All required business and professional certifications, licenses, permits, or fees; and,
9. Any and all other costs.

The vendor shall submit a **monthly** price to encompass all printing and mailing requirements associated with this proposal. All pricing for providing Printing and Mailing Services should include all associated costs for the items with no additional or hidden fees.

The monthly price shall constitute the entire compensation due to the Vendor for all Printing and Mailing Services and all obligations hereunder regardless of difficulty, materials, necessary equipment, postage, and any associated inflation throughout the contract. MDES shall not provide any prepayments or initial deposits in advance of services rendered. Payment for services provided by the Vendor to MDES shall be made only after Printing and Mailing Services have been duly performed and properly invoiced.

Pricing for performing Printing and Mailing Services shall be firm for the duration of this contract and are not subject to escalation for any reason unless the contract is amended and agreed-to in writing by both parties.

OFFICIAL PROPOSAL PRICE

MONTHLY AMOUNT \$ _____

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 Request for Proposals and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Request for Proposals and Attachments thereto;
3. That the company agrees to all provisions of the Request for Proposals and Attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this RFP (Attachments E and F);
4. That the company will perform the services required at the prices quoted above;
5. 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;
6. **NON-DEBARMENT:** By submitting a proposal, the Vendor certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or Agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or Agency of the State of Mississippi.
7. **INDEPENDENT PRICE DETERMINATION:** The Vendor 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 Vendor or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposal/offered.
8. **PROSPECTIVE VENDOR'S REPRESENTATION REGARDING CONTINGENT FEES:** The prospective Vendor represents as a part of such Vendor's proposal that such Vendor *has not* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
9. **REPRESENTATION REGARDING CONTINGENT FEES:** Vendor 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 Vendor's proposal.
10. **REPRESENTATION REGARDING GRATUITIES:** Vendor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *PPRB OPSCR Rules and Regulations*.

Company Name:

Printed Name of Representative:

Date:

Signature:

Note: Failure to sign the proposal form may result in the proposal being rejected as non-responsive. Modifications or additions to any portion of this proposal document may be cause for rejection of the proposal.

Attachment C

REFERENCES

Vendor may submit as many references as desired by submitting additional copies of Attachment C, References, as deemed necessary, but no less than three (3). References will be contacted in order listed until two (2) references have been interviewed and Reference Score Sheets completed for each of the two (2) references. No further references will be contacted; however, Vendors are encouraged to submit additional references to ensure that at least two references are available for interview. Agency staff must be able to contact two (2) references within five (5) business days of proposal opening to be considered responsive.

REFERENCE 1

Name of Company:

Dates of Service: _____

Contact Person:

Address:

City/State/Zip:

Telephone Number:

Cell Number:

E-mail:

Alternative Contact Person (optional):

Telephone Number:

Cell Number:

E-mail:

REFERENCE 2

Name of Company:

Dates of Service: _____

Contact Person:

Address:

City/State/Zip:

Telephone Number:

Cell Number:

E-mail:

Alternative Contact Person (optional):

Telephone Number:

Cell Number:

E-mail:

REFERENCE 3

Name of Company:

Dates of Service:

Contact Person:

Address:

City/State/Zip:

Telephone Number:

Cell Number:

E-mail:

Alternative Contact Person (optional):

Telephone Number:

Cell Number:

E-mail:

REFERENCE 4

Name of Company:

Dates of Service:

Contact Person:

Address:

City/State/Zip:

Telephone Number:

Cell Number:

E-mail:

Alternative Contact Person (optional):

Telephone Number:

Cell Number:

E-mail:

REFERENCE 5

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 D

References Score Sheet

**RFP 2026-01
RFP for Printing and Mailing Services
RFx 3180002918**

TO BE COMPLETED BY AGENCY STAFF ONLY

Company Name:

Reference Name:

Person Contacted, Title/Position:

Date/Time Contacted:

Service From/To Dates:

Able to adequately provide Printing and Mailing Services?	Yes	No
Satisfied with the Printing and Mailing services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling Printing and Mailing services?	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

The above questions are worth one (1) point each. Minimum score to be considered responsive and/or responsible is a total of eight (8) points for two (2) references. See Section 8.1.3.

Point Total for Reference Questions _____

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 E

Acknowledgment of Amendments

If issued, vendors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with their proposal, by identifying the amendment number and date in the space provided for this purpose or by letter. The acknowledgement must be received by MDES with the vendor's proposal. The answers posted to questions received will be issued in the form of an amendment.

Vendor acknowledges all amendments to this RFP. Please list the amendments acknowledged by the amendment number and date:

Amendment Number / Date _____

Amendment Number / Date _____

Amendment Number / Date _____

Amendment Number / Date _____

Amendment Number / Date _____

Signature

Date

Attachment F

Contract Draft

*Required Contract Terms and Conditions by Office of Personal Service and Contract Review Rule and Regulation are *Italicized*

**STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY
CONTRACT FOR PRINTING AND MAILING SERVICES**

This Professional Services Agreement (hereinafter referred to as “Contract” or “Agreement”) is entered into by and between _____ (hereinafter referred to as “Contractor”), having its principal place of business at _____ and the Mississippi Department of Employment Security (hereinafter referred to as “MDES” or “State”), having its principal place of business at 1235 Echelon Parkway, Jackson, MS 39213.

Article 1 - Purpose

Contractor will provide Printing and Mailing Services to support the agency. These services include printing, sorting, folding, inserting, and mailing along with return mail processing services. Contractor shall meet rigorous quality standards and specific timelines standards along with developing new processes to create more efficient and effective methods to meet the agency’s printing and postal needs.

Article 2 - Term of Agreement

This Professional Services Agreement shall be from September 27, 2026, until September 26, 2029 MDES reserves the right to renew the contract for up to one term for (2) additional years at the sole discretion of the Agency. The renewal of the contract is contingent upon the receipt of funds, satisfactory performance by the Contractor during initial term, and approval by the Public Procurement Review Board. Any renewal will be at the same terms and condition as the initial term.

Article 3 – Scope of Services

The Contractor will perform, in a manner deemed by MDES to be timely and satisfactory, the services described in RFP 2026-01 Section 4 captioned as “Scope of Work,” attached hereto as Exhibit “A,” and the Contractor’s submitted response to RFP 2026-01 captioned as “Scope of Work – Detailed Responses” attached hereto as Exhibit “B” and hereby made part of this Agreement.

Article 4 - Consideration and Method of Payment

The total compensation to be paid to Contractor by MDES under this Agreement for services performed shall not exceed the sum of _____ payable monthly at a rate of _____.

MDES has the right to deny all or any portion of cash payment to the Contractor, based upon any of the following:

- Failure to comply with any Agreement provision, all of which are deemed to be material;
- Failure to comply with applicable laws, rules, policies, or procedures;
- Failure to resolve costs disallowed under this or any separate MDES Agreement; and
- Failure to repay amounts otherwise owed to MDES.

Article 5 - 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 Mississippi.

Article 6 - Availability of Funds

It is expressly understood and agreed that the obligation of Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, Agency shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Article 7 - COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY

Contractor understands that the Agency 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.

Article 8 - Compliance with Laws

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

Article 9 - 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 "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

Article 10 - E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the [Agency] subject to approval by any agencies of the United States Government. 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 clause may subject Contractor to the following:

- (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations; (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; or (3) both.*

In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

Article 11 - Paymode

Payments by Agency using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The Agency 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 Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

Article 12 - Procurement Regulations

This contract shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

Article 13 - PROPERTY RIGHTS

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the Agency may terminate this contract at any time for its own convenience.

Article 14 - 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.

Article 15 - Representation Regarding Gratuities

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of

Agency a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of Agency has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

Article 16 - REQUIRED PUBLIC RECORDS AND TRANSPARENCY

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall 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 pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the Agency and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

Article 17 - Stop Work Order

The Agency may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the Agency. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the Agency. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the Agency has terminated that part of the agreement or terminated the agreement in its entirety. The Agency is not liable for payment for services which were not rendered due to the stop work order.

Article 18 - Termination

Termination for Convenience. The Agency may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency.

The Agency shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the Agency gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the Agency may terminate the contract for default and the Contractor will be liable for the additional cost to the Agency to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

Article 19 - Termination Upon Bankruptcy

This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

Article 20 - Trade Secrets, Commercial and Financial Information

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

Article 21 - Anti-assignment/Subcontracting

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide

for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

Article 22 - Approval

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

Article 23 - Attorney's Fees and Expenses

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

Article 24 - 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.

Article 25 - Information Designated by Contractor as Confidential

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be 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.

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

Article 26- Data Security and Confidentiality

Contractor provides assurance that it will abide by the terms of the Agreement and safeguard confidential UC information, as required by 20 CFR 603.9, against unauthorized access or re-disclosure. Contractor shall establish, implement, maintain, and enforce throughout the term of this Agreement a data and network security program providing for all reasonable and appropriate administrative, technical, environmental safeguards and security measures necessary to protect all MDES System, Infrastructure, and Data from and against unintended, unauthorized, or unlawful disclosure, processing, use, access, alteration, destruction, or loss. Contractor's work shall be adequate to meet the requirements of applicable Laws and industry standards and best practices. Without limiting the foregoing, Contractor will, as applicable using industry standards and best practices:

- (1) Use the data only for the specific purpose requested in this agreement, and not re-disclose the data for any other purpose, except those required by law.
- (2) Store the data in a place physically secure from access by unauthorized persons.
- (3) Store and process the data in an electronic format that is secure from access by unauthorized persons.
- (4) Take precautions to ensure that only authorized personnel have access to the computer systems in which the data is stored.
- (5) Make the data accessible only to those members of Contractor's staff who require the data in the official performance of their job duties. All data will be kept in the strictest confidence and will be made available to Contractor's staff on a "need-to-know" basis.
- (6) Instruct all project staff with access to the data on the confidentiality requirements of this Agreement, the applicable Federal and State confidentiality requirements, and the sanctions specified by State law for unauthorized disclosure of information, and sign an acknowledgement that all personnel with access to the information will be so instructed.
- (7) Sign an acknowledgment that all personnel having access to the disclosed information will adhere to Mississippi's or MDES's confidentiality requirements which are consistent with subpart B of 20 CFR part 603, and will report any infraction of these rules to State UID promptly. Contractor will deliver confidentiality agreements, regarding Mississippi data, signed by each individual who will view or work with any data provided by MDES prior to the individual viewing or using the Mississippi data.
- (8) Transmit the data by a secure method and encrypt all personally identifiable information (PII) during receipt, transmission, storage, maintenance, and use.

- (9) Maintain a system sufficient to allow an audit of compliance with these safeguard provisions.
- (10) Assist MDES in conducting periodic risk assessments.
- (11) Give access to MDES for on-site inspection to make sure that the requirements of the state's law and this Agreement are met. Such inspections shall not be limited by Contractor and all costs for such inspections shall be the sole responsibility of Contractor.
- (12) Adhere to subsequent federal and state guidelines on data handling during all phases of the project.
- (13) Take such other measures as are reasonably necessary to maintain the security and confidentiality of the Data and to comply with the information security policies of MDES, as well as all state and federal information security laws during the term of this Agreement.
- (14) Safeguard all printed material, including all items mailed by Contractor.
- (15) Notify MDES of any breach of security or system changes (hardware or software).
- (16) Contractor shall not disclose such data or information to a third party without specific written consent of Customer. Said third party shall be subject to all
- (17) Contractor shall not archive information received from MDES.
- (18) In the event that Contractor 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 such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules, and regulations.

In the event that confidential information received from MDES is breached or is believed to have been breached, Contractor will notify MDES within one (1) hour. Contractor will then provide MDES with a written report detailing the breach or possible breach, the proposed solutions, and timelines for the resolutions and cooperatively develop a plan for a timely resolution.

Contractor also agrees to destroy all PII and discarded checks printed/obtained pursuant as a result of this Agreement by shredding. The specifics related to destroying PII is as follows: Destroy paper using cross cut shredders which produce particles that are 1 mm x 5 mm: in size (or smaller), or pulverize/disintegrate paper materials using disintegrator devices equipped with a 3/32 in. security screen.

For information security purposes, Contractor shall destroy all paper and electronic print and mail records after three hundred sixty-five (365) days once provided or produced on behalf of MDES after job completion. Paper and electronic media destruction shall be performed by commercially accepted secure media destruction procedures. Financial, accounting, status reports, and work records related to billing and contract performance are excluded from this requirement.

Nothing in this Agreement authorizes Contractor to maintain information received from MDES beyond the time period reasonably needed to complete the purpose of the request, and in no case beyond the termination date of this Agreement. Any destruction of the referenced data must be witnessed by one other person who can later attest that a complete destruction of the data occurred. Contractor agrees to submit a letter to MDES within thirty (30) days of the termination of this Agreement attesting to the destruction of any PII and/or discarded checks.

This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement or on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement.

Article 27 - Contractor Personnel

The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. Such reasonable rejections shall include but are not limited to individuals who owe more than one week of unemployment insurance overpayments and individuals who have previously worked for MDES as an employee or as a temporary worker who are not eligible for rehire or reassignment. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

Article 28 - Debarment and Suspension

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

(1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

(2) has not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

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

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

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

Article 29 - Disclosure of Confidential Information

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

Article 30 - Exceptions to Confidential Information

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

(1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;

(2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;

(3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

(4) is independently developed by the recipient without any reliance on confidential information;

(5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,

(6) is disclosed with the disclosing party’s prior written consent

Article 31 - Failure to Deliver

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, 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 Agency may have.

Article 32 - Failure to Enforce

Failure by the Agency 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 Agency to enforce any provision at any time in accordance with its terms.

Article 33 - Final Payment

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.

Article 34 - Force Majeure

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

Article 35 - Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the

performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

Article 36 - Independent Contractor Status

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

Article 37 - Modification or Renegotiation

This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

Article 38 - No Limitation of Liability

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

Article 39 - 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 MDES:

Dr. William J. Ashley
Executive Director
Mississippi Department of Employment Security
1235 Echelon Parkway
Jackson, MS 39213

For Contractor:

Article 40 - Ownership of Documents and Work Papers

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

Article 41- 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 Agency.

Article 42 - Record Retention and Access to Records

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

Article 43 - Recovery of Money

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

Article 44 - Right to Audit

Contractor shall maintain such financial records and other records as may be prescribed by the Agency 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 Agency, 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.

Article 45 - Right to Inspect Facility

The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.

Article 46 - Severability

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

Article 47- 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.

Article 48 -Third Party Action Notification

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

Article 49 - Unsatisfactory Work

If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the

citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

Article 50 - Waiver

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

Article 51 - Requirements Contract

During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

Article 52 - Change in Scope of Work

MDES may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by MDES and Contractor. If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify MDES in writing of this belief. If MDES believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

Article 53 - Contract Management

If the Contractor fails to adhere to the services schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, MDES will inform the Contractor, and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, MDES may terminate the contract without further obligation to the Contractor.

Article 54 - Insurance

The successful contractor shall maintain at least the minimum level of workers' compensation insurance, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence and fidelity bond insurance with minimum limits of \$100,000.00. All workers' compensation, comprehensive general liability, professional liability, and fidelity bond insurance will provide coverage to MDES as an additional insured. The Agency reserves the right to request from carriers, certificates of insurance regarding the required coverage. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

For the faithful performance of the terms of this contract, the parties hereto have caused this contract to be executed by their undersigned authorized representation.

**MISSISSIPPI DEPARTMENT
OF EMPLOYMENT SECURITY**

By: _____
Dr. William J. Ashley
Executive Director

By: _____

Date: _____

Date: _____

Exhibit A
SCOPE OF WORK

Contractor will provide Printing and Mailing Services including printing, sorting, folding, inserting, and mailing along with return mail processing services. The vendor shall quickly accommodate change requests to pull correspondences that MDES determines should not be mailed for reasons determined by the agency. The requested services must meet rigorous quality standards and specific timelines standards along with developing new processes to create more efficient and effective methods to meet the agency's printing and postal needs.

Scalability:

Contractor shall scale services to accommodate an increase or decrease in demands on an as-needed basis without disrupting processing.

General Requirements:

Contractor shall accept printing files ranging from raw data feeds to proprietary formats such as Adobe PDF. Contractor will include available and acceptable formats for print services as part of their submission document. Contractor will be able to advise MDES regarding opportunities to improve on existing print and mailing processes. MDES is seeking to automate many processes currently undertaken in manual efforts through the consolidation of services with a modern, well designed work flow. Contractor must be able to meet mailing service levels as determined by requirements generated by MDES requests

MDES prints include Forms, Reports, and On Demand ad hoc Prints including: Stuffers, Labels, Calendars, Catalogs, Guides, Brochures and Booklets. Both black and white as well as color printing formats are required. Contractor must be able to print, secure, and mail Unemployment Insurance checks when required.

Contractor will provide a Project Manager and any additional staff at no cost to the State, required for the analysis and implementation phases of the transition of services.

Contractor must provide programming services to meet or exceed current MDES printing and mailing services using application data files.

During the Start-up Phase, Contractor, at no cost to MDES, will print and mail PDF files for testing purposes. User acceptance testing (UAT) of services will be incorporated into the conversion and delivery process plan.

Contractor will provide custom programming, consultation and design services for all the print jobs using current process flows or future process flow requirements. Contractor should describe in detail including process flow diagrams, how our data files will be received and verified as well as how they will be processed once they have been received. This should also include file format requirements (processing time frames when relevant), a detailed outline for the process of document composition and mail processing.

During the Start-up Phase, all work must be completed (programming, printing, inserting, testing, mailing, etc.) approval before the contract start.

Contractor will provide a detailed Project Work Plan that will include but not be limited to the following:

Implementation and Post Implementation

Contractor will appoint a customer relationship manager in their organization to coordinate all implementation and post implementation activities, who will be the one point of contact for all communication.

Printing:

Contractor must print, fold and stuff inserts when applicable. With very few exceptions, all of these must be mailed out the same day or on an allotted schedule as agreed to by both parties. If Contractor is unable to meet the schedule requirements and work is not printed and mailed on the schedule, due to service provider issues, MDES will not incur related processing fees

Contractor will provide an online portal that will allow MDES access to all print jobs. The online portal can be used to proof read forms/reports. The portal must be searchable and would allow MDES to print or email individual documents should the need arise. The print files must be available on the portal no later than the day the forms are mailed. This portal should be designed to allow MDES to identify workflow roles and assign employees certain tasks by role.

Contractor will provide versioning history for all documents resulting from the print jobs at a record keeping level to be determined during contract phase. All versions kept should be accessible / searchable via the customer portal. This is in accordance to comply with Freedom of Information Act (FOIA).

The portal or an alternative framework will allow for dynamic messaging to be added to existing print materials utilizing existing whitespace on the document format. This dynamic messaging feature will eliminate creating separate informational documents and lower the cost of mailing to MDES.

Contractor must be able to create, proof, and print ad hoc forms and reports upon MDES request and complete the tasks on the same business day. Contractor may set submission timelines to accommodate the rapid turnaround of MDES requests.

Contractor will provide email or customer portal notification to MDES on the date the forms are mailed indicating how many prints were printed and mailed, and how many forms/reports were not printed due to any errors. Bidder submission documents may include other suggestions for verification processes to define level of service and verify task completion. During the contracting phase, Contractor and the department will incorporate language related to levels of performance as well as the reporting format.

Contractor will be accountable and will manage inventory of materials for contracted print and mail services. Contractor must procure and store all printing stock, envelopes and related

supplies. They will also manage storage and mailing of any preprinted materials such as forms and booklets.

Mailing: Outbound and Inbound processing

Contractor must disclose the discounted postal rate(s), and the percent of forms that will be mailed at that rate. Contractor must guarantee the lowest postal rates allowed by the Postal Service, provide current rate schedules and conditions or additional fees which apply, and indicate price points for reduced cost of services and method of calculation for accrued services to meet price points.

Mailing guidelines exist to determine the number of days for delivery for certain types of documents based on geographic location from the state government offices and range from next day delivery to 3-day delivery. These requirements will be defined during a contracting phase with Contractor.

Contractor must show the appropriate level of insert capabilities, such as sorting, folding, and inserting by recipient or by address to identify opportunities for group correspondence and consolidated mailings by type.

Contractor will provide access to production reports via a portal displaying all bad addresses. Contractor will provide access to an output file which the MDES benefit system will use to correct bad addresses via agreed upon business rules. Contractor will be CASS certified, and scrub for bad addresses. Please provide evidence of CASS software and US Postal certification in your submission.

Contractor must have the ability upon request to track a piece of mail to the point where it is handed off to the mail carrier.

Contractor must print 2D barcode on all automated forms containing recipient information for purposes of tracking and verification of process integrity.

Contractor should provide pricing for inbound mail processing and return mail processing. They should have the ability to receive all returned mail daily, scan and upload them to a portal for MDES review. Customer portal function must include ability to sort and pre-assign work by service process type, department or by individual recipient depending on the subject matter.

Contractor must process Canadian and foreign mail services.

Contractor will provide a description of the process used to track and charge postal rates based on overall volume on a monthly or other agreed upon process which provides the greatest benefit of accumulative volume pricing to MDES.

Contractor must adhere to the postal addressing standards outlined in the below URL <http://pe.usps.gov/text/pub28/welcome.htm>

Security and Business Continuity:

Contractor must provide a means for secure data transmission and confirm receipt of the Department's data and files. Contractor must accept and receive File Transfer Protocol Secure transmissions to ensure secure data exchanges. For the purposes of disaster recovery and business continuity, Contractor must have access to a dedicated 24/7/365 restoration process that offers full restoration and recovery of services within 24 hours or agreed upon Shared-Loss Agreement standards. Contractor must also provide the business continuity plan illustrating redundancies in existing facilities and equipment to ensure continuous operations and high availability of services.

Contractor must provide a copy of their most recent SSAE 16 Audit Report, other third-party assessments and copy of business continuity/disaster recovery plan for printing, mailing and computing.

Contractor will provide a copy of its security policy and testing procedures which Contractor and all its subcontractors must meet that conforms to all State of Mississippi and Federal security guidelines for the handling of financial and personal identifying information data, including all confidentiality statutes specific to the Unemployment Insurance program. These requirements include State of Mississippi and IRS security standards for handling Federal Tax Information ("FTI") and Personally Identifiable Information ("PII") data.

Contractor must supply proof of employee background checks to meet State and Federal materials handling standards.

Contractor must supply proof of mailing process security standards to ensure that no information is mishandled or misdirected due to gaps in chain of custody or control of material issues.

Any subcontractor utilized by Contractor must meet these same standards, and Contractor is accountable for providing documentation on request.

Billing and Documentation:

Contractor must invoice MDES monthly for billable services provided the previous month. The invoice format must be acceptable to MDES; including a summarized breakdown of the number of prints mailed at each discounted postal rate, including the beginning and ending balance.

The above information needs to be subtotaled (separated) by copies/printing or postage. These items can be billed on the same invoice, but the service (postage or copies) quantities and cost must be subtotaled.

This will allow MDES to differentiate service charges and to properly apply object codes. Contractor needs to have the capability to identify the service provided, determine which

bureau it belongs to, and to append the correlating charge coding for funding for each service provided that month.

The invoice format and billing capabilities should be able to accommodate “split billing.” Central Print jobs that require “split billing” is captured by document name/type and charge code. If there are two separate entities, the billing system is required to: (a) allocate the respective percentages’ towards each document type, (b) split the bills as per the percentage allotted by the funding entities. Upon payment of the invoice, the service center handling the accounts payable process should be able to assign the correct funding account code to the monthly printing and postal cost for the specific document type. The Advantage. Supporting documentation may be required to determine the correct fund accounting code by document name/type.

Other Services

Contractor must provide:

- Services and pricing for PDF generation and upload of documents to searchable customer portal;
- Services and pricing for new form generation;
- Services and pricing for a report generator via the portal with fixed reports and ad hoc report capabilities;
- Any additional portal hosting and storage costs to MDES;
- Services and pricing for return mail services. The supplier will receive all return mail daily, scan and upload them to a searchable portal for customer review and utilization;
- Services and pricing for inbound mail services. Contractor will receive all inbound mail daily, scan and upload these documents to a searchable portal for customer review and utilization. Mailing guidelines exists to determine the number of days for servicing inbound documents based on geographic location from the state government offices and range from next day to 3-day delivery servicing. These requirements will be defined during a contracting phase with Contractor
- Agreed upon verification quality assurance and audit process ensuring the quality, the printing and mailing services. This process will detail the methodology for error tracking including options for resolution or mitigation of errors. Contractor will provide monthly reports containing quality assurance metrics

Portal Functions

Contractor should provide the following functions for the customer porter to meet the minimum requirements:

- Provide MDES access to all print jobs;
- Proof read new forms/reports before they are moved to production;
- Allow for dynamic messaging to be added to existing print materials;
- Customer portal notification indicating how many items were printed and mailed, and how many forms/reports were not printed due to any errors
- Provide an option to display bad addresses;
- Provide the ability to sort and pre-assign work (workflow) by service process type, department, or by individual recipient depending on the subject matter for inbound and return mail; and,
- Provide the ability to scan, upload mail (inbound and return mail), search and print forms/reports via the portal.