



MISSISSIPPI DEPARTMENT of EMPLOYMENT SECURITY

OFFICE OF THE GOVERNOR

Mr. LES RANGE

EXECUTIVE DIRECTOR

REQUEST FOR PROPOSALS

No. 10-14

For the selection of a service provider for

Temporary Staffing Services

Proposals are due:

BY: 2:00 P.M., CST
ON: NOVEMBER 25, 2009
TO: Charles Touchstone, Chief
Procurement
AT: Mississippi Department of Employment Security
1235 Echelon Parkway
Jackson, Mississippi 39213

Please address questions:

TO: Charles Touchstone, Chief
Procurement
AT: Mississippi Department of Employment Security
1235 Echelon Parkway
Jackson, Mississippi 39213
EMAIL: bids@mdes.ms.gov

Equal Opportunity Employer/Program
Auxiliary aids and services available upon request
to individuals with disabilities: TDD/TTY 601-321-6056

Temporary Staffing Services
REQUEST FOR PROPOSALS
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Temporary Staff Services Request for Proposals

I. Overview

The Mississippi Department of Employment Security (MDES, “Agency” or “State”) located in Jackson, MS, is seeking sealed proposals to establish a contract for “Temporary Staffing Services” at the Agency’s facilities or other locations designated by the Agency.

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

II. Statement of Work

The MDES is requesting sealed proposals to establish a contract with a provider of temporary workers to supplement MDES staff during times of increased workloads. In fiscal year 2009, the temporary staffing expenditure was slightly over 1.4 million dollars. There are approximately seventy (70) individuals currently assigned to the Agency. The Agency utilizes individuals with varying skills, responsibilities, length of work assignments and rates of pay. The assignments primarily involve filing and general office duties, administrative assistant/secretarial duties, employment interviewers, computer operations, data entry, basic accounting and some light industrial. It is anticipated that these will continue to be the primary categories required. However, duties may not necessarily be limited to the categories noted. It is further anticipated that the number of individuals needed at any given time could fluctuate. This will be a statewide contract.

III. Duration

The term of the Temporary Services Contract shall be from January 1, 2010, through December 31, 2013 with an option to renew for one (1) additional twelve (12) month period provided, however, that any contract extension shall be under the same prices, terms, and conditions as in the original contract, and shall be agreed to, in writing, by the State and the Independent Contractor. The period of performance under the initial contract term and under any extension shall be conditioned upon the receipt of funds and satisfactory performance during prior years as determined by the MDES.

IV. Relationship of Parties

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

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

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

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

V. Contract Administration

The contract awarded subsequent to this solicitation shall be administered by the MDES. All invoices submitted by the Contractor for payment of services performed pursuant to the contract shall be submitted as follows:

Chief Fiscal Officer
Mississippi Department of Employment Security
P.O. Box 1699
Jackson, MS 39215-1699

Once selection has been made and the contract finalized, MDES agrees to pay the proposer in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by the State within forty-five (45) days of receipt of the invoice. The proposer understands and agrees that MDES is exempt from the payment of taxes. All payments shall be in United States currency.

The proposer understands that the State requires all contractors to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the contractor’s choice.

Acceptance by Contractor of the payment from MDES shall operate as a release of all claims against the State by the Contractor.

VI. Responsibilities and Duties

A CONTRACTOR DUTIES

The specific responsibilities of the selected contractor will be as follows:

- (1) Provide qualified and competent staffing within twenty-four (24) hours of the Agency's order.
- (2) Provide qualified and competent replacement staffing within twenty-four (24) hours of an Agency order.
- (3) Verify employment records of all employees with results provided to the Agency on a per request basis.
- (4) Administration of appropriate skills test with results provided to the Agency on a per request basis.
- (5) Maintain accurate quality control records including the disposition of all complaints and allow inspection of said records when requested by the Agency.
- (6) Allow movement of an individual from a contractual status to an Agency position after 480 hours of employment with the Temporary Services Provider with no fee to the Agency or individual.
- (7) Provide weekly itemized invoices.
- (8) Handle disciplinary matters promptly.

B MDES DUTIES

The specific responsibilities of the MDES will be as follows:

- (1) Provide specific information about required education, skills and hourly rate of pay.
- (2) Provide information on the projected length of the work assignment.
- (3) Provide daily supervision of Independent Contractor's employee.
- (4) Provide a copy of all policies and procedures by which the employee is to abide.
- (5) Provide timely payment for services in accordance with Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by the Agency within forty-five (45) days of receipt of invoice.

VII. Compensation for Services

Compensation for services will be in the form of a fixed price agreement based on a percentage mark-up over hourly rates established by the MDES. Services are to be provided on an as needed basis.

VIII. Proposal and Award Rules

A. Proposal Format

All proposers must use the attached fill-in-the-blanks Proposal Package (Attachment A). Proposals should be (1) typed and non-reduced, (2) on only one side of each page, and (3) numbered in sequence.

The proposal submission must consist of one original and four copies. The original must be signed by a person authorized to sign for the proposer's organization.

Omissions, inaccurate submissions, or out-of-order responses may cause the proposer's score to be reduced substantially, and may lead to proposal rejection.

B. Acceptance of Proposal Content

The MDES reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is one that does not affect the cost stated in the proposal, give one party an advantage or benefit not enjoyed by all parties or adversely impact the interest of the MDES. Waivers, when granted, shall in no way modify the RFP requirements or excuse a party from full compliance with the RFP specifications and other contract requirements if the party is awarded the contract. The contents of the proposal of a successful proposer may become contractual obligations if a contract ensues. Failure of the successful proposer to accept these obligations may result in cancellation of the award. Precedence of contractual documents will be Contract, RFP, and Proposal (as accepted).

C. Due Date

Proposals must be received by 2:00 p.m. CST, November 25, 2009. Proposals sent through the mail must be addressed to:

Proposal for Temporary Staffing Services RFP 10-14
Mississippi Department of Employment Security
Chief, Procurement & Other Services
1235 Echelon Parkway
Jackson, Mississippi 39213

Deposit of a proposal into the mail or delivery to a different person or address does not constitute proposal submission unless the proposal is in fact received at the foregoing address by the time stated. Hand delivery of proposals is strongly encouraged. Receipts will be issued upon request. Proposals that are hand-delivered must be submitted to the above address by the foregoing date and time.

D. Rejections of Proposals

MDES reserves the right to reject any and all proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of MDES.

E. Changes

All awards will be based upon fund availability. MDES reserves the right to terminate or modify any part of this procurement process at any time and for any reason; to award one contract or multiple contracts; to negotiate changes; to make no awards; and to issue new and/or revised policies and clarifications at any time. If it becomes necessary to revise any part of this RFP, addenda will be provided to all entities who received the original RFP by posting on the MDES website.

F. Proposal Authorship and Ownership

Use of professional writers is discouraged since the quality of the proposal is one method for evaluating the skills of the staff and the ability of the organization to operate the proposed program. All proposal writers who do not work for the proposing organization on an ongoing basis must be identified and cannot be paid proposal writing fees from current or future MDES awards.

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

G. Conflict of Interest

All proposals must be accompanied by a statement disclosing (1) any involvement, financial or otherwise, that an employee, officer or agent of MDES may have in the proposing organization and (2) any involvement, financial or otherwise, that any employee, officer of any other governmental agency may have in the proposing organization.

H. On-Site Reviews and References

The MDES reserves the right to request information relative to references and to make on-site visits to the proposer's place of business for examination of program capabilities. This examination may include inspection of facilities, review of the accounting system, and interviews with staff and trainees. On-site visits may be used in funding decisions.

I. Equal Opportunity and Fair Treatment Assurance

Contracts, grants, loans, purchases and all other financial transactions are administered by the MDES equally to all without regard to race, color, creed, sex, religion, national origin, disability, or age. In addition, the Proposer understands that the MDES is an equal opportunity employer and maintains a policy that prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other unlawful consideration. During the term of the contract, the contractor must strictly adhere to this policy in its employment practices and provision of services.

The proposer assures that, if it is awarded a contract through this RFP process, the proposer:

1. will not discriminate in the provision of service, employment practices, and in all terms, conditions and privileges of employment; and
2. will fully comply with Section 188 of the WIA Act, which prohibits discrimination, and with the assurance that is found at 29 CFR 37.20 (a) (1) of the WIA Regulations.

The MDES' Equal Opportunity Policy requires and supports equal opportunity and non-discrimination in all programs the MDES funds.

J. Common Rule

In accordance with Section .36 (e); A.110.44 (b) of the Common Rule, the MDES encourages, whenever possible, the utilization of small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms.

K. Fiscal Administration

Each service provider must establish and maintain accounting and reporting systems that meet MDES and Federal requirements.

L. Audit Bonding and Insurance

Each public or non-profit organization that expends a total of five hundred thousand dollars (\$500,000.00) or more in Federal funds from all funding sources must conduct a single audit in accordance with the requirements of OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations. Any audit shall comply with applicable Federal and MDES rules, regulations, policies and procedures.

Each private-for-profit organization that expends five hundred thousand dollars (\$500,000.00) or more in Workforce Investment Act (WIA) funding within its fiscal year must conduct an organization-wide financial and compliance audit performed on that fiscal year, in accordance with generally accepted government auditing standards (GAGAS), or a program-specific audit performed in accordance with generally accepted government auditing standards (GAGAS).

Prior to initial disbursement of funds, the MDES shall receive a statement from the contractor's insurer certifying that it has appropriate and comprehensive insurance covering any incident arising from its operation. Such insurance shall at a minimum, include the following types of insurance and coverage limits:

1. Comprehensive General Liability - \$1 million each occurrence, with MDES added as an additional insured
2. Workers Compensation

3. Employee Dishonesty Bond Insurance with third party liability coverage and with limits of \$100,000.00

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

M. Pricing

The charges in the proposal must not exceed those charged by the proposer to any other individual or organization for the same or similar services.

The proposer must guarantee that prices and/or cost data have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

N. Response to Inquiries

All questions pertaining to this RFP must be submitted in writing to the above address by 2:00 p.m., CST, Nov. 16, 2009. Inquiries may also be submitted via email to bids@mdes.ms.gov or by fax to (601) 321-6060 and must be received by MDES by the date indicated above. Questions submitted after this date and time will not be considered. Vendors shall provide an email address or fax number for MDES to direct the consolidated "question and answer" document. MDES answers will be provided in writing and transmitted via email or fax to all prospective vendors who are known to have received a copy of the original RFP. The RFP and the consolidated "questions and answers" will be posted on the MDES website (www.mdes.ms.gov then click on RFPs and Bid Notices). Only answers transmitted in this manner will be considered official and valid by the MDES. No negotiations, decisions, or actions shall be initiated by any vendor as a result of any verbal discussion with any State or Agency employee or contractor.

IX. PROPOSAL SCORING AND SELECTION

A. Proposal Rating Criteria

The award will be made to the best proposal. The criteria and the level of importance associated with each criterion are listed. The criteria for selecting the best proposal are the following:

1. Vendor's capability and resources available to support and provide the required service as exhibited by references from other companies serviced within past two (2) years and other documentation related to vendor's capabilities. **(Critical)**
2. Vendor's experience as evidenced by completion of the vendor background and submission of resumes of the key personnel. **(Very important)**
3. Vendors financial standing as indicated by their most recent audits/financial statements and other financial documentation. **(Important)**
4. Percentage markup over hourly rate as set by the Agency. **(Very Important)**

The score will be indicative of the degree of compliance of the proposal in meeting each component of the responsibilities and requirements in this RFP. Vendors must, upon request of the Agency, furnish satisfactory evidence of their ability to provide services in accordance with the terms and conditions of these requirements. The MDES may obtain information about the vendors' ability to meet requirements through reference checks or any other means available. The Agency reserves the right to make the final determination as to the vendors' ability to meet requirements.

NOTE: The Agency will restrict the availability of the proposals during the evaluation process so as to improve the efficiency of the evaluation and award process. After award, all information and documents applicable to the awarded contract will be available to any business or person during normal working hours.

The MDES proposal selection process follows:

A. Responsive to the RFP

This is a pass/fail criterion applied to all proposals. If the proposal is incomplete, contains inaccurate information, or fails to include documentation required by the RFP, it may be deemed unresponsive and may not be considered for funding.

B. Pre-Award Survey

This is a discretionary criterion that may be applied. It is based upon a site review to determine whether a new proposer's facilities, equipment, staffing levels, administrative systems, and staff qualifications are adequate.

C. Negotiation Rights

MDES reserves the right to negotiate with any or all proposers concerning modification to proposals. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions.

D. Approval Process

A review board will evaluate and score each responsive proposal using the scoring criteria. The name of the responsive proposer that is recommended for funding will be forwarded to the MDES Executive Director for final authorization. The Personal Services Contract Review Board (PSCRB) must also approve this procurement.

E. Contracts

Funding awards will not be final until the MDES and the proposer have negotiated and executed a written contractual agreement and this agreement is approved by the Personal Services Contract Review Board. If a contract is awarded, the selected proposer will be required to comply with general provisions that will be part of the contract. These general provisions are included as Attachment B to this RFP. Any resulting contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, MS, for inspection.

F. Incurring Costs

MDES assumes no liability for costs incurred in responding to this RFP or for costs incurred in anticipation of a contract.

G. Protests

If the proposer wishes to protest MDES' selection or fund allocation decision, the proposer must submit a written protest to MDES within 15 calendar days after MDES' notification of a decision. The protest will be conducted in accordance with MDES' procurement policy.

H. Representation Regarding Contingent Fees

The proposer represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's bid or proposal.

I. Representation Regarding Gratuities

The proposer represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

J. Acknowledgment of Amendments

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

The MDES reserves the right to issue amendments to these guidelines. If it becomes necessary to amend said guidelines, the MDES will provide copies of the

amendments to all persons that requested a copy of the RFP. Amendments to the RFP will be posted on the MDES website (www.mdes.ms.gov).

K. Certification of Independent Price Determination

The proposer 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 proposer or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices incorporated in proposal submittal.

L. Compliance with E-Verify

The proposer represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The proposer agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The proposer further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The proposer understands and agrees that any breach of these warranties may subject the proposer to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the proposer by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the proposer would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

M. Consideration and Method of payment

The proposer will be reimbursed for allowable costs that have been identified and approved in a contract that the proposer and the MDES have negotiated and executed. Contractors will be required to maintain documentation necessary to support each cost.

Once selection has been made and the contract finalized, MDES agrees to pay the proposer in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by the State within forty-five (45)

days of receipt of the invoice. The proposer understands and agrees that MDES is exempt from the payment of taxes. All payments shall be in United States currency.

The proposer understands that the State requires all contractors to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the contractor's choice.

The proposer understands that the acceptance of payment from MDES shall operate as a release of all claims against the State.

N. Relationship of Parties

It is expressly understood and agreed that MDES enters into a contract with a proposer based on the purchase of a service and not based on an employer-employee relationship.

O. Applicable Laws

The Proposer is responsible for complying with all applicable federal, state, and local laws and regulations.

P. Governing Law

This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Mississippi and any litigation with respect thereto shall be brought in the courts of Jackson, Hinds County, Mississippi.

Q. Recovery Act Reporting

Recipients are required to report on the use of Recovery Act funding and provide detailed information such as: total amount of funds received; the amount spent on the project or activity; the completion status and estimates of jobs created and retained and details on sub-awards and vendor payments.

The Prime Recipient, Mississippi Department of Employment Security (MDES) is required to gather all pertinent information and submit a consolidated report to The Office of Management and Budget by the 10th day of the month following the end of the quarter. It is, therefore, necessary for each contractor to submit their information to MDES in a timely manner as set forth in their contract agreement. Failure to submit information timely may be considered a breach of contract and could result in loss of funding.

Contractors should be prepared to report the Names and total compensation of each of the five most highly compensated officers or employees for the calendar year in which the award is awarded if in the preceding fiscal year, the contractor received –

A. 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-grants) and cooperative agreements; and

B. \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-grants) and cooperative agreements; and

C. The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 12(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 780(d) or section 6104 of the Internal Revenue Code of 1986.

Please see Exhibit 1 – Reporting and Registration Requirements of ARRA of 2009.

X. SCHEDULE OF ACTIVITIES AND SUBMISSION

RFP Issue Date		November 4, 2009
Questions to MDES by	2 P.M. CST	November 16, 2009
MDES Written Responses		November 18, 2009
Proposal Opened	2 P.M. CST	November 25, 2009
Award Notification		Pending PSCRB approval
Contract Effective Date		January 1, 2010

The proposal submission must consist of one original and four (4) copies. The original must be signed by a person authorized to sign for the proposer's organization and each partner agency/entity. **All proposals must be received by the MDES no later than 2:00 p.m. CST, November 25, 2009.**

It is suggested that if a proposal is mailed to the MDES, it should be posted in certified mail with a return receipt guaranteed. The MDES will not be responsible for mail delays or lost mail.

Proposals should be mailed to and labeled as follows:

Proposal for Temporary Staffing Services RFP 10-14
Mississippi Department of Employment Security
Chief, Procurement & Other Services
1235 Echelon Parkway
Jackson, Mississippi 39213
SEALED PROPOSAL – DO NOT OPEN

Or delivered and labeled as follows:

Proposal for Temporary Staffing Services RFP 10-14
Mississippi Department of Employment Security
Chief, Procurement & Other Services
1235 Echelon Parkway
Jackson, Mississippi 39213

SEALED PROPOSAL – DO NOT OPEN

Submission Deadline: 2:00 p.m., CST, November 25, 2009.

Proposals shall be submitted in sealed envelopes or packages addressed to the Department specified above.

One (1) original and four (4) copies shall be submitted.

1. Proposals shall be submitted in sealed envelopes or packages addressed to the Department specified above.
2. One (1) original and four (4) copies shall be submitted.
3. Receipt or acceptance of a proposal does not imply commitment or obligation on the part of the State of Mississippi to fund any proposal submitted.
4. Deposit of a proposal into the mail or delivery to a different person or address does not constitute proposal submission unless the proposal is in fact received at the foregoing address by the time stated. Hand delivery of proposals is strongly encouraged. Receipts will be issued upon request. Proposals that are hand-delivered must be submitted to the above address by the foregoing date and time.
5. The parties submitting proposals are responsible for ensuring that they are delivered by the required time and assume all risks of delivery. **Proposals and modifications or corrections thereof received after the closing time specified will not be considered.** Any proposal received subsequent to the specified date and time will be returned to the prospective contractor unopened. The proposal must be signed by a company official with authorization to bind the contractor to its provisions.
6. Proposals submitted by wire, e-mail, electronic format, or phone will not be accepted. Proposals are to be submitted in writing with appropriate certification signatures as indicated.
7. All proposal material submitted in writing shall become the property of the MDES.
8. Proposals will not be opened publicly. Proposals will be made available for inspection only after award of contract.
9. The proposal shall be valid for at least 60 days subsequent to the proposal opening.

XI. LIST OF ATTACHMENTS AND FORMS

Attachment A – Proposal Package

Attachment B - General Contract Provisions

Exhibit 1 - Reporting and Registration Requirements of ARRA of 2009

Attachment A

Proposal Package

Temporary Staffing Services

Be sure to answer each question as requested below. All responses must follow the instructions provided. This Requirement is a precondition to scoring and funding any proposal.

Mississippi Department of Employment Security

PROPOSAL PACKAGE

Organization:	Federal Tax ID Number:		
Contact Person:	Phone Number:		
Physical Address:			
Mailing Address (If different):			
E-Mail Address:	Fax Number:		
Checklist: The following items comprise our Proposal: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> ☐ Vendor Statement of Compliance ☐ Letter of Introduction ☐ Executive Summary ☐ Business & Directory Information ☐ References ☐ Technical Approach </td> <td style="width: 50%; vertical-align: top;"> ☐ Technical Experience ☐ Personnel ☐ Financial Information ☐ Insurance ☐ Cost </td> </tr> </table>		☐ Vendor Statement of Compliance ☐ Letter of Introduction ☐ Executive Summary ☐ Business & Directory Information ☐ References ☐ Technical Approach	☐ Technical Experience ☐ Personnel ☐ Financial Information ☐ Insurance ☐ Cost
☐ Vendor Statement of Compliance ☐ Letter of Introduction ☐ Executive Summary ☐ Business & Directory Information ☐ References ☐ Technical Approach	☐ Technical Experience ☐ Personnel ☐ Financial Information ☐ Insurance ☐ Cost		
Percentage markup over the hourly rate as set by the Agency = %			
I hereby declare that the information provided in this proposal is accurate, valid and a full disclosure of requested information. I am fully authorized to represent the organization listed above, to act on behalf of it, and to legally bind it in a matter related to this proposal.			
Name:	Title:		
Signature:			
Date:			
For MDES Use Only			
Date Received:	Time Received:		
Received By: (Print Name)	Signature:		

Mississippi Department of Employment Security PROPOSAL PACKAGE

VENDOR STATEMENT OF COMPLIANCE

Prospective Contractor's Representation Regarding Contingent Fees

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

Debarment

The prospective Contractor certifies as a part of such Contractor's proposal that such Contractor is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contract issued by any political subdivision or agency of the State.

By submission of this proposal, I have agreed to adhere to **all conditions and requirements**, as set forth in the MDES Request for Proposal. I further understand that my failure to comply with all requirements and qualifications will result in disqualification of my proposal relative to this procurement action. I have submitted appropriate documentation and completed proposal form(s) as necessary to substantiate this evaluation. If inadequate, my proposal will not meet the proposal requirements and will be evaluated as "Not Meeting Specifications."

To concur, sign below:

OFFEROR: _____ Date: _____

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

1. LETTER OF INTRODUCTION: An individual authorized to legally bind the Vendor must submit and sign a Letter of Introduction. The person who signs the letter will be considered to contact person for all matters pertaining to the Offer unless the Vendor designates another person in writing. The letter must include the Vendor's mailing address, e-mail address, fax number and telephone number. The letter should include a **very brief** overview of what your company has to offer and why you think your company should be selected as the Vendor to provide the services relative to this RFP.

2. EXECUTIVE SUMMARY: The Vendor must prepare an Executive Summary to include a more detailed overview of the services it is offering. This will include a general description about the company, including the nature of the business, years in operation, number of employees, types of services offered and any experience in similar situations. The Vendor should include statements that demonstrate the understanding of services required as noted in Section II of the RFP, Statement of Work, and Section VI, Responsibilities and duties.

3. BUSINESS AND DIRECTORY INFORMATION: Vendor must provide the following.

- (a) Name of Business (Official Name and D/B/A)
- (b) Business Headquarters (include Address, Telephone and Facsimile)
- (c) If a Division or Subsidiary of another organization provide the name and address of the parent
- (d) Billing Address
- (e) Name of Chief Executive Officer
- (f) Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail)
- (g) Company Web Site
- (h) Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below)
- (i) Length of Time in Business
- (j) Annual Sales (for the two most recently completed Fiscal Years)
- (k) Number of Full-Time Employees (average from the two most recent Fiscal Years)
- (l) Type of and description of business
- (m) State of incorporation, state of formation or state of organization
- (n) Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this RFP
- (o) Identify the Vendor's accounting firm
- (p) Identify your State Vendor Number
- (q) Identify your MDES Employer Registration Number
- (r) Identify your Dunn & Bradstreet Number

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4. REFERENCES: Vendor must provide references from established firms or government agencies, other than the procuring agency, that can attest to your experience and ability to perform the contract subject of this RFP. The list should include five (5) of its largest Mississippi clients over the past two (2) years. Client size will be a critical factor in determining if a company has the ability to perform in a situation similar to the MDES. Client size is a measure of revenues paid by the client to the Vendor during the two (2) year period. The “Annual Sales Amount” should be shown for **EACH** of the past two (2) years. The Agency will use these references to evaluate the quality of the Vendor’s past experience and ability to perform. The list should include the information noted below.

(1) Firm/Government Agency (Name): Contact Person Name:
Address:
Phone:
E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:
Annual Sales Amount: Year 1 & Year 2

(2) Firm/Government Agency (Name): Contact Person Name:
Address:
Phone:
E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:
Annual Sales Amount: Year 1 & Year 2

(3) Firm/Government Agency (Name): Contact Person Name:
Address:
Phone:
E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:
Annual Sales Amount: Year 1 & Year 2

(4) Firm/Government Agency (Name): Contact Person Name:
Address:
Phone:
E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:
Annual Sales Amount: Year 1 & Year 2

(5) Firm/Government Agency (Name): Contact Person Name:
Address:
Phone:
E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:
Annual Sales Amount: Year 1 & Year 2

5. TECHNICAL APPROACH (PLAN TO ADDRESS THE SERVICES REQUIRED BY THE AGENCY). The vendor must address the following issues.

- 5.1 How do you propose to administer and manage our contract including placement, payroll, etc.?
- 5.2 How do you propose to manage high-volume timekeeping?
- 5.3 How do you propose to administer performance reviews with temporary workers to track skill alignment and fulfillment of need by the Agency?
- 5.4 How do you propose to work with the Agency in ensuring ongoing performance reviews for the entire contract?
- 5.5 How do you propose to transition from the current contract that is in place to your contract? (Current vendor should address from the perspective of not having the current contract)
- 5.6 How do you propose to meet the demand from this transition? How much time will you need to ensure adequate resources to meet the Agency's demand? Do you believe you will be ready to handle volumes associated with the Agency with minimal transition time?

6. TECHNICAL EXPERIENCE: The Vendor must provide the following information regarding its experience:

- 6.1 Provide information regarding the Vendor's organization, staffing pattern, staff qualifications, and management support that will enhance the ability of the Vendor to provide services.
- 6.2 Number of years experience with providing types of services specified in Section II of the RFP, Statement of Work, and Section VI, Responsibilities and duties.
- 6.3 Include information supporting a history of the quality of the temporary employee services the Vendor has provided.
- 6.4 Describe initiatives/programs/benefits that will minimize turnover and absenteeism.
- 6.5 Provide information regarding testing and prescreening procedures for temporary service employees. Identify what testing and prescreening procedures are included in the cost proposal.

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

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

9. INSURANCE: The Vendor must provide certificates from its insurer(s) certifying that it has appropriate and comprehensive insurance covering any incident arising from its operation. Please refer to Section L, Audit Bonding and Insurance for minimum requirements.

10. COST: The Agency will identify the hourly rate to be paid to each Temporary Worker for each particular job assignment. Please identify your **Percentage markup** over the hourly rate as set by the Agency = % (Also note of coversheet)