

**MISSISSIPPI DEVELOPMENT
AUTHORITY**



REQUEST FOR QUALIFICATIONS

**RFQ: #Tourism_Marketing_050123
Tourism_Marketing Campaign Consultants**

PROPOSAL COORDINATOR

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**Proposals must be received by May 1, 2023
at 2:00 pm CST**

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SECTION I

GENERAL INFORMATION FOR RESPONDENTS

1.1 PURPOSE OF RFQ

The Mississippi Development Authority (MDA) is soliciting written qualifications from skilled Vendors for a professional services consultant to coordinate the participation and activity of travel promotional plans in Europe for the benefit of Mississippi with the goal to raise the economic standing of the state, build the image of the state as progressive and dynamic, and position tourism as a critical and dynamic layer of the state's economic structure.

1.2 OVERVIEW OF THE MDA AND THE RESPONSIBILITIES OF THE PROFESSIONAL SERVICES CONSULTANT

MDA would like to have a professional services consultant which would effectively coordinate the participation and activity of travel related promotional plans in Europe for the benefit of Mississippi with the goal to raise the economic standing of the state, build the image of the state as progressive and dynamic, and position tourism as a critical and dynamic layer of the state's economic structure.

The Contractor will coordinate, through the Tourism Division, a European Marketing plan campaign in the United Kingdom, Ireland, Germany, Austria, Switzerland, Scandinavia (Denmark, Norway, and Sweden), France, the Netherlands, and Belgium.

The Contractor's long-term strategy will be to target the travel trade, consumer, and media segments by building upon current programs created in the European markets. It will also expand its promotional and marketing activities to compliment Mississippi's continue tourism product growth.

1.3 GLOSSARY OF TERMS

- A. Agency – The Mississippi Development Authority and its Programs, referred to interchangeably as “Agency”, “MDA”, “MDA-Tourism” or “Authority”.
- B. Contract - The document developed as a result of this RFQ which shall incorporate, among other provisions, the contents of this RFQ and the successful Vendor's proposal to meet the requirements of this RFQ.
- C. Contractor - The successful Respondent who is awarded a contract as a result of this RFQ.
- D. Regulations – The Mississippi Personal Service Contract Review Rules and Regulations. Available at www.dfa.ms.gov.

- E. Respondent - Any firm, group, or person who submits a proposal to MDA in response to this RFQ (may also be referred to as Vendor).
- F. Procurement Officer – Any agency personnel duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also included an authorized agency representative acting within the limits of authority.
- G. Proposal - All materials submitted by Respondents in response to this RFQ.
- H. RFQ - Request for Qualifications.
- I. State - The State of Mississippi and its departments, agencies, boards, commissions, officials, consultants and employees.
- J. Award - Award shall be made to the responsible Respondent whose proposal is determined in writing to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in the RFQ. No other factors or criteria shall be used in the evaluation.
- K. Evaluation Committee – This is the team of reviewers that will be scoring the technical and management portion of the proposal
- L. Procurement Team – This is the team that opens all proposals submitted and records everything on a responders list and preps the proposals for review.

1.4 ACKNOWLEDGEMENT OF AMENDMENTS

Respondents shall acknowledge receipt of any amendment to the RFQ by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the amendment form, or by letter. The acknowledgement must be received by MDA by the time and at the place specified for receipt of amended proposals.

1.5 TIMETABLE

Timeline:

RFQ Released	3/15/2023
Letter of Intent	4/12/2023
RFQ Due	5/1/2023-2:00 p.m. deadline

The following time schedule will be strictly adhered to in all actions relative to this procurement:

- A. RFQ to be issued on or before March 15, 2023.

- B. Each respondent must submit their proposal in the style and format outlined in the Evaluation criteria.
- C. All written proposals are due at the Mississippi Development Authority in Jackson at 2:00 PM (CST) on May 1, 2023. Any proposals not received by that time will not be considered.

Please mail/email or hand deliver all responses on or before May 1, 2023, by 2:00 PM (CST) to:

Tricia Shannon
Mississippi Development Authority
501 North West Street, Suite 419
Jackson, MS 39201
tshannon@mississippi.org

1.6 PROPOSAL DEADLINE

It is the Vendor's responsibility to ensure that its written and electronic proposal is delivered to MDA no later than 2:00 PM (CST) on May 1, 2023. All proposals will be opened at that time. Late proposals will not be accepted but will be opened for notification of rejection purposes and will be maintained in the procurement file.

1.7 NEWS RELEASES

The Mississippi Development Authority is the only entity authorized to issue news releases relating to this RFQ, its evaluation, and award of any contract and performance thereunder.

1.8 BENEFIT

Any contract resulting from this RFQ is for the benefit of MDA, its customers/clients, and the Contractor. Such contract is not for the benefit of any third party or person.

1.9 STANDARD CONTRACT

MDA reserves the right to incorporate standard State of Mississippi contractual provisions into any agreement executed as a result of this RFQ. Appropriate State contract laws, terms, and conditions will apply. The solicitation and its amendments, the qualifications, and the Best and Final Offer constitute a contract. The final contract will be reviewed by MDA's procurement team as to legality of form and compliance with State laws and the terms and conditions of this RFQ. Once a final contract is agreed upon, said contract is subject to approval by the State of Mississippi's Office of Personal Services Contract Review Board/Public Procurement Review Board before final implementation.

1.10 PERIOD OF CONTRACT

The duration of any contract resulting from this RFQ shall be for a period of two (2) years, with 36 months of combined renewals at the discretion of the agency and in coordination with the vendor, contingent upon acceptable performance by the Contractor and sufficient monies being appropriated by the State Legislature.

A contract will be awarded to the Vendor whose proposal is determined to be the most advantageous to the State, taking into consideration the qualification factors set forth in the RFQ.

1.11 INVOICING INFORMATION

MDA cannot prepay for services rendered or goods delivered. Therefore, all invoices must be submitted in arrears. All Respondents must state in their proposal the invoicing interval, i.e., monthly, quarterly, etc. for each category of prices.

1.12 TYPE OF CONTRACT

This contract will be a fixed price contract with payments made upon completion of tasks identified by each component identified within the proposal based on a set blended hourly rate and media commission rate.

1.13 OWNERSHIP OF MATERIALS

All materials and data produced for the Agency under a contract resulting from this RFQ shall be owned by MDA unless otherwise agreed to in writing.

1.14 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 MDA and the MDA shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MDA 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 MDA shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

1.15 SECURITY / NONDISCLOSURE STATEMENT

Notwithstanding any provision to the contrary contained herein, it is recognized that MDA is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended). If a public records request is made for any information provided to MDA pursuant to the agreement, MDA shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

SECTION II

SCOPE OF SERVICES REQUESTED

2.1 REQUIRED SERVICES-See Attachment A

SECTION III

INFORMATION REQUIRED FROM RESPONDENTS

3.1 MINIMUM INFORMATION TO BE INCLUDED IN THE PROPOSAL

See Attachment B

3.2 PROPOSAL FORMAT

- A. See Evaluation Criteria-these three (3) items are due on or before May 1, 2023, at 2:00 PM (CST). All items must be on a single identifiable USB drive.

Identifying information includes, but is not limited to, any prior, current, and future names or addresses of the offeror, any names of incumbent staff, any prior, current and future logos, watermarks, and company colors, any information, which identifies the offeror as an incumbent, and any other information, which would affect the blind evaluation of technical or cost factors.

- B. The Agency reserves the right to accept or reject any proposal and/or part thereof and to award the issuing contract in the best interest of MDA, its Programs, and the State of Mississippi.
- C. Respondents should respond to every section of the RFQ with the word "Acknowledged" and every requirement in the Scope of Services (Section II) must be addressed in detail in the proposal.

3.3 SUFFICIENCY OF PROPOSAL

Respondents must submit proposals which sufficiently address each requirement and service outlined in Section II above. The Respondent shall provide information specifically describing their approach to providing each service listed, the manpower which will be devoted and required to fulfill each task, and the proposed schedule of time required to complete each task. Respondent shall identify all employees by name who will participate in this contract and the nature and scope of the duties and responsibilities of each such employee.

MDA reserves the right to determine which Respondents have met the basic requirements of this RFQ, and to determine whether any deviation from the requirements of the specifications, terms, and conditions contained herein is merely minor or technical in nature. The right to accept proposals which deviate in minor, immaterial or technical fashion is also reserved. Only those Respondents who have met the basic requirements of this RFQ will be considered. Proposals which have not done so will be rejected. MDA

reserves the right to reject any and all proposals. Failure to meet any of the contractual obligations may result in cancellation of any award.

3.4 RESPONDENT'S ORGANIZATION AND CREDENTIALS

Proposals must include substantial evidence of the Respondent and its staffs' ability to undertake the services required and outlined in this RFQ. Proposals must include the following Management Factors:

- A. Name of each staff member or subcontractor (if any) that the firm proposes to use in fulfilling its responsibilities. (Management factor)
- B. The submission of detailed statements which cite the qualifications of the Respondent as a whole, as well as the qualifications of each participating staff member within the firm fulfilling their responsibilities hereunder. Submit Attachment D to acknowledge. (Management factor)
- C. Description of the experience of staff, including the number of years, in providing communications and marketing services.
- D. Organization chart of the firm and indicate the position of each of the above personnel.
- E. Name of person(s) who will be assigned major roles in the fulfillment of the work obligations outlined under Section II and resumes for such should be provided.
- F. Statement of the percentage of time that each person will be available to perform the work under the contract.
- G. Statement of the willingness of the Respondent to provide adequate on-site support as needed.
- H. Names of customers currently using similar skills, services, and products of the Respondent as identified in this RFQ. The name of a contact person, title, address, and telephone number for each customer shall also be specified. MDA reserves the right to contact each reference listed in the Respondent's proposal.
- I. Certification that the Respondent is in compliance with all current contracts.

3.5 PLAN TO IMPLEMENT SCOPE OF SERVICES

Each Respondent shall provide a written statement of their firms understanding of the services requested herein as well as a detailed written plan outlining how the firm proposes to go about providing services required by Section II.

3.6 USE OF SUBCONTRACTORS

If the Respondent proposes to use one or more subcontractors, the proposal must identify the contemplated subcontractors and must include evidence of each subcontractor's ability to fill its respective duties.

3.7 REGULATORY RESTRICTIONS AND LITIGATION

Each Respondent must describe in detail any past or pending regulatory restrictions, consent orders, or litigation to which the Respondent's firm or any of its principals, owners, directors, or officers have ever been a party. Proposal must indicate if any principals, owners, directors, or officers have been convicted of a felony. If so, a detailed description of each incident must be included. Failure to disclose this information will be grounds for rejection of the proposal or cancellation of any agreement that may result from this RFQ.

3.8 COPIES OF PROPOSALS

Respondents shall mail or hand deliver four (4) hard copies of their sealed proposal to MDA-One (1) original and complete proposal (this will be the technical, price acknowledgement, see **Attachment F** form and management proposal) and 3 BLIND proposals (this will be the technical and price acknowledgement form). Each respondent shall also submit an electronic version of their proposal on a single identifiable USB Drive, in 3 separate files: a technical proposal without any identifying information; price acknowledgement form; and a management proposal, which may contain identifying information. The procurement team, not the review team, overseeing this process will be the only ones with access to the USB drive.

Identifying information includes, but is not limited to, any prior, current, and future names or addresses of the offeror, any names of incumbent staff, any prior, current and future logos, watermarks, and company colors, any information, which identifies the offeror as an incumbent, and any other information, which would affect the blind evaluation of technical or cost factors.

3.9 ECONOMY OF PRESENTATION

Each proposal shall be prepared simply and economically providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirement of the RFQ.

3.10 DISCUSSIONS

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

3.11 COST OF DEVELOPING AND SUBMITTING PROPOSALS

Neither the Agency, MDA, nor the State of Mississippi is liable for any of the costs incurred by a Respondent in preparing or for submitting a proposal in response to this RFQ including if the RFQ is cancelled by MDA.

3.12 PROPERTY OF MDA

All proposals become the property of MDA upon receipt and will not be returned to the Respondent once opened. MDA has the right to use any and all ideas or adaptations of ideas contained in any proposal received as a result of this RFQ. Selection or rejection of the proposal will not affect this right. Proposals become public documents upon submission.

3.13 ACCEPTANCE OF PROPOSAL

The Agency reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFQ which does not affect the price of the proposal or give one respondent an advantage or benefit not enjoyed by other respondents, or adversely impact the interest of the Agency. Waivers, when granted, shall in no way modify the RFQ requirements or excuse the respondent from full compliance with the RFQ specifications and other contract requirements, if the respondent is awarded the contract.

3.14 RFQ DOES NOT CONSTITUTE ACCEPTANCE OF OFFER

The release of the Request for Qualifications does not constitute an acceptance of any offer, nor does such release in any way obligate the Agency to execute a contract with any other party. The Agency reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the Agency.

3.15 PROPOSALS TO BE SIGNED AND SEALED

All proposals must be submitted to MDA in a sealed envelope. The face of the envelope shall contain the date of proposal opening (May 1, 2023) and the words "Proposal to Tourism Branding/Marketing Campaign RFQ." Proposals that do not comply with these conditions are subject to rejection. The proposal shall be signed by an officer or agent of the Respondent who is empowered to bind it in a contract. If the proposal is signed by an agent, then written authorizations empowering the agent to bind the Vendor must accompany the proposal.

3.16 PRIMARY RESPONSIBILITY FOR DELIVERING SERVICES

The Vendor whose proposal is selected by MDA will be expected to assume immediate responsibility to MDA for providing the services of professional service consultants for the Tourism Branding/Marketing Campaign. Accordingly, the successful Respondent will

be expected to designate a specific person(s) to work with MDA staff in making certain that all contract terms are strictly observed.

3.17 USE WARRANTY

It will be a requirement of this RFQ, any duly issued purchase order, and any contract or other agreement executed between MDA and the successful Respondent, that the successful Respondent warrants the use of all items and products (including equipment, software, data storage, media, support services, etc.) provided by the Respondent in conjunction with this RFQ to function adequately and properly. If necessary, the Contractor shall, at their own expense, correct, repair, or replace all defective work and materials.

3.18 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 MDA shall result in the immediate termination of this agreement.

SECTION IV

EVALUATION

4.1 PROPOSAL SUBMISSION

Only proposals received on time, in the format required, with the required content will be evaluated by the Evaluation Committee.

4.1.1 Proposal Submission

Proposals must be received in the office of MDA in Jackson, Mississippi by 2:00 p.m. Central Daylight Time, May 1, 2023. Any proposal received after the deadline will not be considered. Proposal submitted by fax or electronic mail (e-mail) only will not be considered. To prevent opening by unauthorized individuals, all copies of the proposal, including any and all attachments, must be sealed in one or more packages, and the packages must be marked, **“Proposals-Do Not Open”**.

Proposals must be submitted in writing to the following address:

**Mississippi Development Authority
Attn. Tricia Shannon
501 North West Street, Suite 419
Jackson, MS 39201**

4.1.2 The MDA requires four (4) hard copy of their sealed proposal in its entirety to be submitted in a sealed envelope or package to the MDA office no later than the time and date specified for receipt of proposals. Respondents shall mail or hand delivery four (4) hard copies of their sealed proposal to MDA-One (1) original and complete proposal (this will be the technical, price acknowledgement form and management proposal) and three (3) BLIND proposals (this will be the technical and price acknowledgement form). Each respondent shall also submit an electronic version of their proposal on a single identifiable USB Drive, in 3 separate files: a technical proposal without any identifying information; price acknowledgement form; and a management proposal, which may contain identifying information. The procurement team, not the review team, overseeing this process will be the only ones with access to the USB drive.

- a. **Identifying information includes, but is not limited to, any prior, current, and future names or addresses of the offeror, any names of incumbent staff, any prior, current, and future logos, watermarks, and company colors, any information, which would affect the blind evaluation of technical or cost factors.**
- b. All proposals should be submitted on 8 ½ x 11 paper.
- c. The 3 separate files-technical, management, and price acknowledgement form should be clearly identifiable on the flash drive and in a searchable format, preferably PDF®.

- d. Number each page of the proposal, multiple page attachments and samples should be numbered internally within each document and numbered in the overall page number sequence of the entire proposal. The intent of this requirement is that the proposer submits all information in a manner so that it is clearly referenced and easily located.

4.2 EVALUATION REVIEW PROCESS – See Attachment C

SECTION V

TERMS AND CONDITIONS

- **See Attachment E and Attachment G for the Representation regarding Contingent Fees**

Attachment "A"

SCOPE OF SERVICES

The Contractor will perform the following services upon request of the Mississippi Development Authority (the Authority) in fulfillment of the purposes of this Contract.

Purpose: The Authority desires to engage the Contractor to render certain professional services, the purpose of which is to provide assistance to the Authority's Division of Tourism, Visit Mississippi, by promoting the State of Mississippi as a tourism destination in these European countries: United Kingdom, Germany, France, Ireland, Belgium, The Netherlands, Austria, Switzerland, Scandinavia.

The Contractor will perform the following services upon request of the Authority in fulfillment of the purposes of this Contract.

- To coordinate the participation and activity of travel related promotional plans in Europe for the benefit of Mississippi with the goal to raise the economic standing of the state, build the image of the state as progressive and dynamic, and position tourism as a critical and dynamic layer of the state's economic structure.
 - The Contractor will coordinate, through the Tourism Division, a European Marketing plan campaign in the United Kingdom, Ireland, Germany, Austria, Switzerland, Scandinavia (Denmark, Norway & Sweden), France, The Netherlands and Belgium. These countries represent the top tourism-generating markets in Europe for Mississippi.
 - The Contractor's long-term strategy will be to target the travel trade, consumer, and media segments by building upon current programs created in the European markets. It will also expand its promotional and marketing activities to compliment Mississippi's continue tourism product growth.
 - Specific deliverables of the Contractor include development and implementation of the Mississippi European Marketing Plan, a budget that coincides with the plan, a project activity calendar designated by month, country, and staff activity coordinator. The full range of sales and marketing activities that will be provided include: fulfilling requests for Mississippi material from consumers, travel trade and travel journalists; attending conventions and consumer and travel trade shows; conducting seminars and presentations; organizing familiarization trips including Tour Operator and Media FAMS as the opportunity and budget allows; arranging advertising campaigns and cooperative promotions; organizing one International Sales Mission per year, hosting special events: and, providing media relation support; conducting training sessions for retail travel agents and for tour operators and travel agents.
 - The Contractor is required to submit monthly reports to the International Program
- RFQ Tourism_Marketing050123

Manager, Division of Tourism. The reports will include: all activities conducted; brief recaps of market impact; copies of media exposure generated and computed into a dollar value; and tracking of bench-marked inquiry requests for consumer, travel trade and website results.

- The Contractor will distribute promotional materials for the State of Mississippi to consumer, travel trade, and media segments. The Contractor will be responsible for tracking distribution of these promotional materials and including the number and origin of inquiries in monthly reports. The Contractor will produce at least once during this contract at no cost to the Division of Tourism, a brochure in English, German, and French to be coordinated with state -wide Convention and Visitors Bureaus on a non- profit basis with a pay – to- play format.
- As part of the Contractor’s proposal to provide these services to the Authority, the Contractor must include services to be provided by all subcontractors and their specific role and duties in the plan of work. The Contractor must cover a minimum of staffing in the specific markets of Germany, France, and the United Kingdom with representation by these offices to include Ireland, The Netherlands, Austria, Switzerland, Belgium, and Scandinavia. All subcontractors must have prior and sufficient knowledge and experience to promote Mississippi as a travel destination. Qualifications must be submitted and approved as part of the RFQ.
- The Contractor will coordinate the regional tourism co-op, Deep South USA (Alabama, Louisiana, Tennessee, Kentucky, and Mississippi) in the UK and Germany. In addition, the contractor will provide content for the Deep South USA social media channels.
- The Contractor and sub-Contractors will coordinate regional tourism co-ops through multi state FAMs, consumer and trade shows, and trade and media events.
- The Contractor will attend the Annual Mississippi Governor’s Conference on Tourism with available staff or contractors and be available to conduct seminars to educate local partners on the European outreach and ROI.
- The Contractor or sub-Contractor will provide a Mississippi website for the German speaking markets.
- Contractor and sub-Contractors will consult with the Authority on advertising goals, messages, imagery, and placement to ensure the marketing efforts reach the intended audiences and report accordingly.

Attachment "B"

Minimum Information Checklist

Each proposer shall include the attached checklist identifying the page number where each of the minimum information required is located in the submitted proposal. This checklist shall be placed in front of the "Price Acknowledgement Form" page(s) in the proposal.

Included Write Y or N	Page Number	Minimum Information Required
		The name of the Offeror, the location of the Offeror's principal place of business and, if different, the place of performance of the proposed contract.
		The age of the Offeror's business and average number of employees over the past 3 years.
		The abilities, qualifications, and experience of all persons who would be assigned to provide the required services.
		A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past 3 years.
		A plan giving as much details as is practical explaining how the services will be performed.

Attachment "C"

Evaluation Factors

Step I-Compliance Phase: (Weight-This phase of the evaluation is considered pass/fail)

Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications may be rejected, at MDA's discretion, receiving no further consideration.

(a.) Responsive Respondent

Respondent must submit a proposal which conforms in all material respects to this Request for Qualifications, as determined by MDA.

(b.) Responsible Respondent

Respondent must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDA.

(c.) Requirements

Failure to comply with these requirements may result in the proposal being eliminated from further consideration. Those proposers passing the Technical Factors will be evaluated further. MDA reserves the right to waive minor informalities in a proposal in this phase of the evaluation.

Step II-Evaluation Phase: (65 points)

All proposals received in response to this RFQ by the stated deadline will receive a comprehensive, fair, and impartial evaluation. An evaluation committee will evaluate the based on technical, management, and cost factors. For proposals determined to be compliant and responsive to the RFQ during Step I, scoring will be used in the evaluation process. Consensus scoring involves a solidarity or general agreement of opinion among evaluators, based on information and data contained in the RFQ responses. The evaluation of any proposal may be suspended and/or terminated at MDA's discretion at any point during the evaluation process at which MDA determines that said proposal and/or proposer fails to meet any of the mandatory requirements as stated in this RFQ, the proposal is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or MDA receives reliable information that would make contracting with the proposer impractical or otherwise not in the best interests of the Board and/or the State of Mississippi. Proposals that satisfactorily complete Step I will be reviewed and analyzed to determine if the proposal adequately meets the needs of MDA in the Cost Factor phase.

In this phase of the evaluation process, the evaluation committee will utilize consensus scoring to determine numerical scores for each qualified, but de-identified, proposal received, relative to the technical and management factors of each proposal. The procurement manager and/or designee will not participate in the numerical scoring of Technical and Management Factors (as described below) but will evaluate the Cost factor for each qualified proposal.

MDA shall evaluate those written proposals determined in Step I to be eligible for consideration in Step II. Written proposals shall be reviewed and scored in accordance with the following criteria, the relative significance of which is stated, for how well the proposals demonstrate the following in Step II:

- (1.) The overall quality of the proposed plan for performing the required services (Technical-18 points).
- (2.) Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the Proposer to provide a work product that is legally defensible (Management-18 points).
- (3.) The degree of completeness of response to the specific requirements of the Solicitation (Technical-18 points).
- (4.) The personnel, equipment, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting (Management- 11 points).

Step III-Cost Phase (35 points):

Price. The proposal(s) received that contains Attachment F, the signed Price Acknowledgement Form will receive the full amount of points for this Step.

Step IV-Contract Negotiation Phase:

The MDA Executive Director or his/her designee will contact the respondent with the proposal which best meets MDA needs (based on factors evaluated in Step II) and attempt to negotiate an agreement that is deemed acceptable to both parties. Upon completion of the evaluation of proposals, the evaluation committee will determine the top scoring proposal and provide a recommendation to the Board. The Board will make a determination as to the proposal deemed most advantageous to the Board and will authorize DFA to conduct contract negotiations with the successful vendor. Subsequent to such authorization by the Board, all proposing vendors will be notified in writing of the contract award and will be afforded the opportunity to participate in a post-award debriefing.

Attachment "E"

GENERAL TERMS AND CONDITIONS:

1. NOTICES

All notices required or permitted to be given under this Contract 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 received or when refused. The parties agree to promptly notify each other in writing of any changes of address.

For the Contractor: _____
Name, Title, Contractor, and Address

For the AUTHORITY: Laura Hipp, Deputy Executive Director
Mississippi Development Authority
501 N. West Street, 15th Floor
Jackson, MS 39201-1001.

2. APPLICABLE LAW

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

3. AVAILABILITY OF FUNDS

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

4. 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. See Attachment G

5. REPRESENTATION REGARDING GRATUITIES

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

6. PROCUREMENT REGULATIONS

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

7. 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.

8. COMPLIANCE WITH LAWS

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

9. STOP WORK ORDER

- a. *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:
- i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
- i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- d. *Adjustments of Price:* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

10. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

11. E-VERIFICATION

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

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

12. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

13. PAYMODE

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

14. TERMINATION FOR CONVENIENCE

- a. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor’s Obligations.* 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 also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor’s right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the

work not terminated by the notice of termination and may incur obligations as are necessary to do so.

15. TERMINATION FOR DEFAULT

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods;

epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). PSCRB Rules and Regulations Page 142 Effective Date 4/15/2016 (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

16. **TERMINATION UPON BANKRUPTCY**

This contract may be terminated in whole or in part by AUTHORITY 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.

17. MODIFICATION OR RENEGOTIATION

This Contract 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 Contract necessary.

18. CHANGE IN SCOPE OF WORK

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

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

19. ANTI-ASSIGNMENT/SUBCONTRACTING

The Contractor acknowledges that it was selected by the AUTHORITY to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract or otherwise transfer this Contract in whole or in part without the prior written consent of the AUTHORITY, which the AUTHORITY 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 AUTHORITY of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the AUTHORITY in addition to the total fixed price agreed upon in this Contract. Subcontracts shall be subject to the terms and conditions of this Contract and to any conditions of approval that the AUTHORITY may deem necessary. Subject to the foregoing, this Contract shall be binding upon the respective successors and assigns of the parties.

20. INTEREST OF THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES

The Contractor covenants that neither it nor its employees presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

21. CONFIDENTIAL INFORMATION

Notwithstanding any provision to the contrary contained herein, it is recognized that AUTHORITY is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to AUTHORITY pursuant to the contract and designated by the Contractor in writing as trade secrets or other proprietary confidential information, AUTHORITY shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The AUTHORITY shall not be liable to the Contractor for disclosure of information required by court order or required by law.

"Confidential Information" shall mean (a) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential, and (b) all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the AUTHORITY and any other information designated in writing as confidential by the AUTHORITY. Each party to this Contract agrees to protect all confidential information provided by one party to the other; to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or federal law and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its Subcontractor shall rest with Contractor. Disclosure of any confidential information by the Contractor or its Subcontractor(s) without the express written approval of the AUTHORITY shall result in the immediate termination of this Contract.

22. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress of the United States of America, and no Resident Commission will be admitted to any share or part thereof or to any benefit to arise here from.

23. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

The AUTHORITY 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 Contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to AUTHORITY upon termination or completion of this Contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from AUTHORITY and subject to any copyright protections.

24. RECORD RETENTION AND ACCESS TO RECORDS

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

25. PERSONNEL

The Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the AUTHORITY. All of the services required hereunder will be performed by the Contractor under its supervision, and all personnel engaged in the work will be fully qualified and will be authorized or permitted under State and local law to perform such services.

26. RIGHT TO INSPECT FACILITY

The AUTHORITY 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 AUTHORITY.

27. DISPUTES

Any dispute concerning a question of fact under this Contract, which is not disposed of by agreement of the parties, shall be decided by the Executive Director of the AUTHORITY or his designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute breach under the terms of this Contract. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

28. WAIVER

No delay or omission by either party to this Contract 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 Contract 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 Contract will void, waive, or change any other term or condition. No waiver by one party to this Contract of a default by the other party will imply, be construed as or require waiver of future or other defaults.

29. SEVERABILITY

If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Contract 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 Contract as necessary to reflect the original intent of the parties, and to bring any invalid or unenforceable provisions in compliance with applicable law.

30. INDEMNIFICATION

To the fullest extent allowed by law, the Contractor will indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi and the AUTHORITY from and against all claims, demands, liabilities, suits, actions damages, losses, and any costs related thereto, including, without limitation, court costs, investigative fees and

expenses, and attorneys' fees resulting from any negligent acts or misconduct of the Contractor, its agents, or employees.

31. INTEGRATED AGREEMENT/MERGER

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

32. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Contract. The AUTHORITY must make all modifications to the Contract in writing.

33. THIRD PARTY ACTION NOTIFICATION

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

34. INDEPENDENT CONTRACTOR STATUS

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

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

35. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the AUTHORITY from acquiring other services for projects specific in scope.

36. APPROVAL CLAUSE

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

37. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

The bidder/proposer certifies the prices submitted in response to the solicitation have arrived at independently and without, the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid. See Submission form – Attachment “F”.

38. ACKNOWLEDGMENT OF AMENDMENTS

The bidder/proposer shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, 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 Authority by the time and at the place specified for receipt of bids.

Attachment "F"

PRICE ACKNOWLEDGEMENT FORM

With this form, our firm hereby acknowledges that the blended hourly rate for this contract during the first two (2) years and any allowable renewals is set at \$90/hour.

Furthermore, we acknowledge that the media commission is set at 10% for traditional media placements and 6% for digital media placements during the first two (2) years and any allowable renewals.

Printed Name: _____

Company Name: _____

Signature: _____

Date: _____

Attachment "G"

Mississippi Development Authority

Request for Qualifications – Tourism Marketing Campaign Consultants

**PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING
CONTINGENT FEES**

_____ (Company name) represents that it HAS / HAS
NOT (please circle the appropriate answer) retained any person or agency on a percentage,
commission, or other contingent arrangement to secure this contract.

Signed _____

Print Name _____

Title _____

Date / /
MM DD YY

Attachment “H”

Mississippi Development Authority Policy and Procedures for Protest of RFP, IFB, RFQ or Any other Competitive Procurement Process

(A) Right to Protest

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Executive Director of the agency. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. If the eight (8th) day falls on a weekend or State holiday the deadline shall be extended to the next business day.

(B) AUTHORITY to Resolve Protests

The Executive Director or a designee shall have the authority to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.

(C) Decision

The agency shall have conducted an investigation into the claims made by the aggrieved and shall issue a written response to the aggrieved. The agency, at its discretion, may solicit an outside entity to assist with or conduct the investigation if it is determined by the agency such action is necessary. In the event the agency solicits an outside entity to assist or conduct the investigation the agency.

(D) Notice of Decision

A copy of the decision under Section (C) of this policy shall be mailed or otherwise furnished to the protestant within the defined time period.

(E) Finality of Decision

A decision under Section (C) of this policy shall be final and conclusive.

(F) Stay of Procurements During Protests

The Executive Director or his designee shall have the right to suspend the process in the event of a timely protest under Section (A) of this document. Suspension of the process is at the discretion of the agency and will be considered upon receipt by the agency of a protest.

Filing of Protest

(A) When Filed

Protests shall be made in writing to the Executive Director and shall be filed in duplicate within seven (7) calendar days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Executive Director. Protests filed after the eighth (8th) day period shall not be considered.

(B) Subject to Protest

A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived. Protests may be filed based on the following:

1. Failure to follow established policies and/or procedures regarding procurement as outlined in (i) AUTHORITY's policies or procedures, (ii) AUTHORITY's rules for procurement, (iii) PPRB/OPSCR Rules and Regulations, and/or (iv) competitive bid documents (i.e. RFP, IFB, RFQ, etc.) as applicable;
2. Errors in computing scores which contributed to the selection of an Offeror other than the lowest and best bidder; or
3. Documented conflict of interest on the part of an evaluator.

(C) Not Subject to Protest

Protests shall not be accepted by the agency where the subject of the protest is:

1. Evaluation Committee members (unless the protest is based on a documented conflict of interest);
2. The professional judgment of the Evaluation Committee including, but not limited to, the scoring by an evaluator;
3. Location of oral presentations (when required);
4. Time of oral presentations (when required);
5. Late submission of proposal;
6. Modification of any portion of the RFQ when done in accordance with policy and process as outlined in (i) AUTHORITY policies or procedures, (ii) AUTHORITY rules for procurement, (iii) PSCR Rules and Regulations, and/or (iv) competitive bid documents (i.e. RFP, IFB, RFQ, etc.) as applicable;
7. AUTHORITY's assessment of its own needs/requirements regarding the subject of the procurement.

(D) Form

Protest should be hand-delivered or mailed to the Executive Director's Office. The envelope should be labeled "Protest." The written protest shall include as a minimum the following:

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

(E) Requested Information; Time for Filing

Any additional information requested by the agency from the protester shall be submitted within the time period established by the agency. Failure to comply expeditiously with a request for information by the agency may result in resolution of the protest without consideration of any information which is untimely filed pursuant to such request.

(F) Making Information on Protests Available

The agency shall upon written request make available to any interested party information submitted that bears on the substance of the protest except where information is proprietary, confidential, or otherwise permitted or required to be withheld by law or regulation. Persons who

wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted and indicating on the front page of each document that it contains such information. The availability of such information to third parties shall be in compliance with Mississippi Public Records Act, Miss. Code Ann. 25-61-1, *et seq.*

Effect of Judicial or Administrative Proceedings

In the event an ongoing protest becomes the subject of a legal proceeding, the agency shall suspend its investigation pending the outcome of any proceeding. The Executive Director or his designee shall not act on the protest but refer the protest to the agency's legal counsel.

Attachment "I"

EXAMPLE OF UNREDACTED VS REDACTED (BLIND)

FOR INFORMATION PURPOSES ONLY - Please review the two (2) examples for redacting vendor identifying information within the Technical Factors section of the Request for Qualifications. Identifying information found in the "blind" Technical Factors section of the RFQ will be rejected and not considered for an award.

Identifying information includes, but is not limited to, any prior, current, and future names or addresses of the offeror, any names of incumbent staff, any prior, current and future logos, watermarks, and company colors, pictures that reference any individuals from the Proposer or individuals in the past or current employees of MDA, any information, which identifies the offeror as an incumbent, and any other information, which would affect the blind evaluation of technical or cost factors.

If any identifying information is found within the Technical Proposal, the Respondent may be given one final opportunity to further redact the proposal. If after the second submittal any identifying information is contained within the proposal the respondent's proposal may be disqualified from this procurement process.

UNREDACTED:

Welcome to the Mississippi Development Authority! Our mission is to generate jobs in communities throughout the state, to ensure that current and future generations have access to the state's abundant natural resources through restoration, protection, conservation, and wise development of those resources.

Overcrowded market? Hardly. Red tape? Nowhere in sight. In Mississippi, you'll find a business community ripe with opportunity, a cooperative and responsive state government, access to key markets and one of the top 10 states with the lowest cost of doing business. Our highways, commercial airports, railways and ports also give businesses access to major markets, both domestic and international.

With a variety of established companies including Lockheed Martin, Milwaukee Tool and Huntington Ingalls - the sky (or space) is the limit in Mississippi. Bring your aspirations here, and we'll show you the opportunity.

REDACTED:

Welcome to the [REDACTED]! Our mission is to generate jobs in communities throughout the state, to ensure that current and future generations have access to the state's abundant natural resources through restoration, protection, conservation, and wise development of those resources.

Overcrowded market? Hardly. Red tape? Nowhere in sight. In [REDACTED], you'll find a business community ripe with opportunity, a cooperative and responsive state government, access to key markets and one of the top 10 states with the lowest cost of doing business. Our highways, commercial airports, railways and ports also give businesses access to major markets, both domestic and international.

With a variety of established companies including [REDACTED], [REDACTED] and [REDACTED] - the sky (or space) is the limit in [REDACTED]. Bring your aspirations here, and we'll show you the opportunity.