REQUEST FOR PROPOSALS

RFP Number: TOURISM11042020
Tourism Branding/Marketing Campaign
Issue Date: 11/11/2020

CLOSING LOCATION
Mississippi Development Authority
501 N. West Street Suite 419
Jackson, MS  39201

PROPOSAL COORDINATOR
Tricia Shannon/Carson Crawford
Telephone: (601)359-2987 or (601)359-2594
Fax: (601)359-5042
E-Mail: procurement@mississippi.org

CLOSING DATE AND TIME
Proposals must be received by December 9, 2020 at or before 2:00 p.m.
1.1 Proposal Acceptance Period
Timely submission is the responsibility of the respondent. Proposals received after the specified time shall be rejected and returned to the respondent unopened. The envelope or package shall be marked with the proposal opening date and time, and the number of the request for proposal. The time and date of receipt shall be indicated on the envelope or package by the Accounting and Finance Division. Modifications or additions to any portion of the procurement document may be cause for rejection of the proposal. The Mississippi Development Authority (AUTHORITY) reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive. As a precondition to proposal acceptance, the AUTHORITY may request the respondent to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

1.1.1 Timeline:

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<th>Event</th>
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<tr>
<td>RFP Released</td>
<td>11/11/2020</td>
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<td>Questions due</td>
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<td>AUTHORITY Responses</td>
<td>12/4/2020</td>
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<td>RFP Due</td>
<td>12/9/2020-2:00 p.m. deadline</td>
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1.1.2 Proposal Submission
Proposals must be received in the office of AUTHORITY in Jackson, Mississippi by 2:00 p.m. Central Daylight Time, December 9, 2020. Any proposal received after the deadline will not be considered. Proposals 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: Carson Crawford/Tricia Shannon  
501 North West Street Suite 415  
Jackson, Mississippi 39201  

1. The AUTHORITY requires 4 copies of the proposal to be submitted in a sealed envelope or package to the AUTHORITY office no later than the time and date specified for receipt of proposals.
   a. 1 printed original (the original should be the unredacted version of the proposal and shall be signed).
   b. 1 printed "blind" copy of original (the blind copy should be completely void of any vendor identifying information). Vendor-identifying information includes but may not be limited to your firm’s name, logo, slogan, color scheme, as well as the names/identities of any of your staff. This requirement is necessary to ensure
anonymity of the proposers from the evaluation team that will review your proposal.
c. 1 electronic copy of the original proposal (the original should be the unredacted
to the proposal and shall be signed) including all attachments in a searchable
format, preferably Word® or PDF® on a flash drive or a similar portable storage
device
d. 1 electronic “blind” copy (the blind copy should be completely void of any vendor
identifying information) of the complete proposal including all attachments in a
searchable format, preferably Word® or PDF® on a flash drive or a similar portable
storage device. Vendor-identifying information includes but may not be limited to
your firm’s name, logo, slogan, color scheme, as well as the names/identities of any
of your staff. This requirement is necessary to ensure anonymity of the proposers
from the evaluation team that will review your proposal. The “blind” copy should
be provided in a searchable format, preferably Word® or PDF®. **It is mandatory that
your electronic “blind” copy submission not contain any vendor-identifying
information. Proposals containing vendor-identifying information may be
disqualified.**

2. 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.

3. In preparing your written response to any RFP question or request for information, you are
required to repeat each question, including the number, or requirement followed by your
response. Please provide complete answers and explain all issues in a concise, direct manner.
If you cannot provide a direct response for some reason (e.g., your firm does not collect or
furnish certain information), please indicate the reason rather than providing general
information that fails to answer the question. “Will discuss” and “will consider” are not
appropriate answers.

4. The following response format shall be used for all submitted proposals:
   a. Completed and signed Request for Proposal Submission Form (included in the RFP).
   b. Completed and signed acknowledgment for all addendums (if addendums were
      issued).
   c. Proposal as required in Attachment A
   d. Acceptance of conditions: Indicate any exceptions to the General Terms and
      Conditions of the proposal document and any other requirements listed.
   e. Additional data: Provide any additional information that will aid in evaluation of the
      response
   f. Cost data: **Proposals must include a single blended hourly rate for evaluation
      purposes in this RFP.**
   g. Blended hourly rate formula: See Attachment G for guidance
   h. The below format should be used to summarize the cost data and must be submitted
      as a single page (or 2 if needed) in the proposal and identified as “Cost Data”. This
      Cost Data page must be included with all other required documents for this RFP.
Blended Hourly Rate $__________
Media Buy Commission ________%

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<th>Discipline</th>
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1.1.3 **Rejection of Proposals**
Proposals which do not conform to the requirements set forth in this Request for Proposals may be rejected by AUTHORITY. Proposals may be rejected for reasons which include, but are not limited to, the following:

1. The proposal contains unauthorized amendments to the requirements of the Request for Proposals.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
4. The proposal is received late. Late proposals will be maintained unopen in the procurement file.
5. The proposal is not signed by an authorized representative of the party.
6. The proposal contains false or misleading statements or references.
7. The proposal does not offer to provide all services required by the Request for Proposal.

1.2 **Expenses Incurred in Preparing Offers**
The AUTHORITY accepts no responsibility for any expense incurred by the respondent in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the respondent.

1.3 **Proprietary Information**
The respondent should mark all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

1.4 **Registration with Mississippi Secretary of State**
By submitting a proposal, the respondent certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already
registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

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

1.6 Competitive Proposals
Discussions may be conducted with respondents who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, AUTHORITY also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

1.7 Additional Information
Questions about the contract portions of the procurement document must be submitted in writing to procurement@mississippi.org. Questions concerning the technical portions of the procurement document should be directed to procurement@mississippi.org. Respondents are cautioned that any statements made by contact persons that cause a material change to any portion of the procurement document shall not be relied upon unless subsequently ratified by a formal written amendment to the procurement document.

1.8 Type of Contract
Compensation for services will be in the form of a firm fixed price agreement.

1.9 Written Proposals
All proposals shall be in writing and in accordance with any other instructions contained herein.

2.0 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.

2.1 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.
2.2 Availability of Funds
It is expressly understood and agreed that the obligation of the Authority to proceed under this Contract 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 Contract 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 the Contractor, to terminate this Contract 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.

2.3 Compliance with Laws
The 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 the Contractor agrees during the term of this Contract that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now exists and as may be amended or modified.

2.4 Procurement Regulations
The Contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi, 39201 for inspection or downloadable at www.mspb.ms.gov.

2.5 Stop Work Order

1. Order to Stop Work. The Procurement Officer of the MDA, may, by written order to the Contractor at any time, and without notice to any surety, require the 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 the 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, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

(a) cancel the stop work order; or

(b) terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this Contract.
2. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the Contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for the performance of any part of this Contract; or,

(b) the stop work order results in an increase in the contractor’s cost properly allocable to the performance of any part of this contract; and,

(c) the 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.

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

4. **Adjustments of Price.** Any adjustment in Contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract and by mutual consent of the parties.

2.6 **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 § 31-7-305.

2.7 **E-Verification**

If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:
1. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

2. the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to business in Mississippi for up to one (1) year; or,

3. both. In the event of such cancellations/termination, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit to do business in the State.

2.8 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 and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 et seq. of the Mississippi Code Annotated (1972, as amended). 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 the Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state and federal law or outside the applicable freedom of information statutes, will be redacted.

2.9 Trade Secrets, Commercial, and
It is expressly understood that Mississippi law requires that the provision 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.

3.0 Representation Regarding Contingent Fees
The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fees, except as disclosed in the Contractor's bid or proposal.

3.1 Representation Regarding Gratuities
The 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.

3.2 Acknowledgment of Amendments
Bidders/Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid/proposal, by identifying the amendment
number and date in the form provided. The acknowledgment must be received by MDA with the date, time, and place specified for proposals.

3.3 Certification of Independent Price Determination
The bidders/proposers certifies that the prices submitted in response to the solicitation have been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or methods or factors used to calculate the prices bid.

3.4 Prospective Contractor’s Representation Regarding Contingent Fees
The prospective Proposer/Contractor represents as a part of such Contractor’s bid or proposal that such Contractor has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
Section 2
DESCRIPTION

2.1 Purpose

The AUTHORITY is seeking a professional services consultant to create a branding/marketing campaign for Tourism marketing and advertising. It is understood that any contract resulting from Tourism11042020 requires approval by the Public Procurement Review Board. If any contract resulting from Tourism11042020 is not approved by the Public Procurement Review Board, it is void and no payment shall be made.

2.2 Scope of Services

The specification/Scope of Work AUTHORITY is seeking is in Attachment “A”.

2.3 Term

The initial term of the contract shall be for a period of 2 years with the Authority having the option of two additional, one (1) year terms for a possible total contract of four (4) years. The AUTHORITY will give the Contractor 90 days’ written notice prior to the contract ending date regarding whether the contract extensions will be exercised. The renewal would be under the same fixed unit prices, terms and conditions as the original Contract.

2.3.1 Multi-Term Contracts

Unless otherwise provided by law, a contract for services may be entered into for a period of time not to exceed four (4) years with an option to renew for one (1) year, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

2.3.1.1 Requirements

a) The specification/Scope of Work MDA is seeking is in Attachment "A".

b) A unit price shall be given for each service, and that unit price shall be the same throughout the contract.

c) A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State’s right or the contractor's rights under any termination clause in the contract.

d) The Procurement Officer must notify the contractor on a timely basis that the funds are or are not available for the continuation of the contract for each succeeding fiscal period.

e) A multi-term contract shall be awarded in accordance with Sections 3.2 and 3.6.
Section 3
SPECIFICATION

3.1 Written Proposals Shall Contain Minimum Information with the exception of the "Blind Copy" version. (This information should only be presented in the original version. All other copies should be blind versions.) The specifications for the minimum information are listed in Attachment "B"

3.2 Evaluation Procedure
The specifications for the evaluation procedures are listed in Attachment "C"

3.3 The Following Response Format Shall Be Used for All Submitted Proposals:

1) **Management Summary**: Provide a cover letter indicating the underlying philosophy of the firm in providing the service.
2) **Proposal**: Describe in detail how the service will be provided. Include a description of major tasks and subtasks.
3) **Corporate experience and capacity**: Describe the experience of the firm in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.
4) **Personnel**: Attach resumes of all those who will be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract.
5) **Acceptance of conditions**: Indicate any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirements listed.
6) **Additional data**: Provide any additional information that will aid in evaluation of the response.
7) **Cost data**: Estimate the annual cost of the service. Cost data submitted at this stage is binding, but is subject to being negotiated down if your firm is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart). Identify all non-labor costs and their estimated totals.

3.4 Nonconforming Terms and Conditions
A proposal response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as non-responsive. The MDA reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the MDA of non-responsiveness based on the submission of nonconforming terms and conditions.

3.5 Conditioning Proposal Upon Other Awards
Any proposal, which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

3.6 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 Request for Proposals. No other factors or criteria shall be used in the evaluation.
3.6.1 Notification
All participating vendors will be notified of the MDA's intent to award a contract. In addition, MDA will identify the selected vendors. Notice of award is also made available to the public on the agency website and on the Mississippi Contract/Procurement Opportunity Search Portal.

3.7 Acknowledgment of Amendments
Bidders 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 MDA by the time and at the place specified for receipt of bids.

3.8 Written Proposals Shall Contain the Following Minimum Information with the exception of the "Blind Copy" version. (This information should only be presented in the original version. All other copies should be blind versions.)

1) The name of the respondent, the location of the respondent's principal place of business and, if different, the place of performance of the proposed contract;
2) The age of the respondent's business and average number of employees over a previous period of time, as specified in the Request for Proposal;
3) The qualifications, including licenses, certifications, education, skills, and experience of all persons who would be assigned to provide the required services; and,
4) A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the Request for Proposal; and,
5) A plan giving as many details as is practical explaining how the services will be performed.

3.9 Conflict of Interest
The specification for the minimum requirements are listed in Attachment "F"
Section 4
POST-AWARD INFORMATION

4.1 Post-Award Vendor Debriefing
A respondent, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the AUTHORITY within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within ten (10) business days of receipt of the request. If a respondent prefers to have legal representation present, the respondent must notify the AUTHORITY in writing and identify its attorney by name, address, and telephone number. The AUTHORITY will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-award Vendor Debriefing, of the Public Procurement Review Board’s Office of Personal Service Contract Review’s Rules and Regulations.

4.2 Protest of Award
The specifications for the process to protest an award are in Attachment “D”.

4.3 Required Contract Terms and Conditions
The specifications for the required terms and conditions for any contract entered into between a Contracting Agency and a vendor/respondent shall include the required clauses found in Attachment “E” and those required by the Public Procurement Review Board’s Office of Personal Service Contract Review’s Rules and Regulations as updated.

4.4 Mississippi Contract/Procurement Opportunity Search Portal
This Request for Proposals, and the questions and answers concerning this Request for Proposals, are posted on the Contract/Procurement Opportunity Search Portal.

4.5 Attachments
The attachments to this Request for Proposals are made a part of this Request for Proposals as if copied herein in words and figures.

4.6 Employees Not to Benefit:
The specifications for the Submission Form are in Attachment “F”.

4.7 Conflict of Interest:
The specifications for the Submission Form are in Attachment “F”.
Attachment A

SPECIFICATIONS/SCOPE OF WORK FOR PROFESSIONAL CONSULTING SERVICES

The Contractor will perform the following services upon request of the AUTHORITY in fulfillment of the purposes of this Contract. The services will include, but not be limited to:

1. Successful promotion of MDA-Tourism’s Mission: Tourism’s mission is to create economic growth and opportunity through the promotion and development of Mississippi as a tourism destination. MDA Tourism’s mission also provides leadership and direction for the Mississippi Tourism Industry by fostering awareness of the industry’s significance to enhance the image of Mississippi and the quality of life for Mississippians.

2. Identifying Mississippi as a choice location for tourism and recreation in order to increase visitation through a rebranding campaign that highlights the variety of activities and attractions in the state.

3. Implements and develops under the new branding campaign content and placement strategy for print, broadcast, digital and social media channels to encourage travel to Mississippi, identifies and facilitates relationships with social media influencers, and provides campaign results and performance statistics.

4. Works with the Agency to ensure the content works for print, broadcast and digital platforms, including website development, video work for key branding and special projects, translation need for foreign languages, marketing brochures for current and new initiatives, booklets and reports, trade show display design and assistance, promotional and advertising collateral materials, other emerging needs or opportunities which arise from market-driven factors.

5. Work as a liaison between the Authority and the vendor regarding the production of finished advertising materials and the placement of such materials in the media.

6. Other outreach initiatives as determined by the MDA-Tourism.
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 “Cost Data” page(s) in the proposal.

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<th>Minimum Information Required</th>
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<td>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.</td>
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<td>The age of the Offeror’s business and average number of employees over the past 3 years.</td>
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<td>The abilities, qualifications, and experience of all persons who would be assigned to provide the required services.</td>
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<td>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.</td>
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<td>A plan giving as much details as is practical explaining how the services will be performed.</td>
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Attachment C

Evaluation Procedures

All proposals received in response to this RFP by the stated deadline will receive a comprehensive, fair, and impartial evaluation. An evaluation committee will evaluate the proposals based on technical, management, and cost factors. For proposals determined to be compliant and responsive to the RFP during Step I, consensus scoring will be used in the evaluation process (Step II using a 100-point scale. Consensus scoring involves a solidarity or general agreement of opinion among evaluators, based on information and data contained in the RFP 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 the RFP, 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 State of Mississippi.

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 will be rejected immediately, receiving no further consideration. See Attachment "F".

(a) Responsive Respondent
    Respondent must submit a proposal, which conforms in all material respects to this Request for Proposals, #Tourism110420 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. The MDA reserves the right to waive minor informalities in a proposal in this phase of the evaluation.

Step II – Evaluation Phase (65 points)

Proposals that satisfactorily complete Step I will be reviewed and analyzed to determine if the proposal adequately meets the needs of MDA. Factors to be considered are as follows:

(a) Technical Factors: (36 points)
    1. Demonstrates a clear understanding of the scope of work and related objectives (18 points.).
    2. The degree of completeness of response to the specific requirements of the Solicitation (18 points.).

(b) Management Factors: (29 points)
    1. Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.) (18 points.).
    2. The personnel, equipment, and financial resources to perform the services currently available or
demonstrated to be made available at the time of contracting (11 points).

(c) Cost Phase: (35 points)

1. Price. The proposal(s) received, which has the lowest proposed price, will receive the maximum points and the remaining Offerors will be given a pro rata score as their price compares to the lowest proposed price. (35 points)

Evaluation of Written Proposals-Evaluation Factors and their Relative Importance (Total of 100 points available)

Upon completion of the Analysis Phase, the evaluation committee will review and compare the numerical scores from among the remaining qualified vendors in order to determine finalists. The top scoring vendor, as well as all other vendors with scores within ten (10) points of the top scoring vendor, will be named as finalists and will be further evaluated.

Step III – 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 OPSCR Board.
Attachment D

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 RFP when done in accordance with policy and process as outlined in (i) AUTHORITY policies or procedures, (ii) AUTHORITY rules for procurement, (iii) PSCRB 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 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: John W. Rounsaville, Interim 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.

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 herefrom.

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 G

SPECIFICATIONS FOR DETERMINING BLENDED HOURLY RATE

- Determine the different hourly rates charged by the advertising agency and the number of hours assessed at each of these rates. For example, assume an advertising agency billed 200 hours at $100 per hour, 300 hours at $200 per hour and 50 hours at $400 per hour.

- Multiply each hourly rate by the number of hours associated with that rate and find the sum of these figures. Continuing the same example, 200 times $100 plus 300 times $200 plus 50 times $400 equals $20,000 plus $60,000 plus $20,000, totaling $100,000. This represents the total charge billed by the advertising agency.

- Determine the total number of hours billed by the advertising agency. Continuing the same example, 200 plus 300 plus 50 equals 550 hours.

- Divide the total charge billed by the advertising agency by the number of hours billed. Continuing the same example, $100,000 divided by 550 equals $181.82. This figure represents the blended hourly rate billed by the advertising agency.