MISSISSIPPI DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSALS
RFP RFx Number: 3120003161

European Investment Recruitment Consulting Services

CLOSING TIME AND DATE
Proposals must be received by:
June 20, 2025 10:00 AM CDT

LOCATION
Mississippi Department of Finance and Administration
Office of Statewide Strategic Sourcing
501 North West Street, Suite 1301 C
Jackson, Mississippi 39201

PROPOSAL COORDINATOR
Shannon Smith, Statewide
Procurement Analyst Office of
Statewide Strategic Sourcing
Telephone (601) 359-3451
E-mail: osss@dfa.ms.gov

SECTION 1: Procurement Process

1.1 Background

The Office of Statewide Strategic Sourcing ("OSSS"), on behalf of the Mississippi Development Authority ("MDA") (hereinafter "Agency") has issued this solicitation for the purpose of soliciting sealed proposals from qualified providers for the purpose of serving as a professional service consultant to represent the MDA in Europe (focused primarily on, but not limited to, Germany, Austria, Switzerland, the Netherlands, France, Belgium, United Kingdom, Turkey, Dubai, and Israel) to recruit foreign direct investment to Mississippi and to promote the export of Mississippi products to Europe.

The MDA is seeking a professional services contractor to provide trade services on behalf of Mississippi firms and the MDA for the purpose of expanding Mississippi exports to Europe. The contractor will also work to recruit investment from Europe to Mississippi. Under MDA policy guidance, independent contractors currently operate foreign representative offices by contract with consultants. These offices provide an array of services related to expanding existing exports and/or the recruitment of inbound investment to Mississippi.

The Contractor will provide the MDA with full-time representation in Europe (primarily Germany and surrounding countries including Austria, Switzerland, the Netherlands, France, Belgium, United Kingdom, Turkey, Dubai, and Israel) to recruit foreign direct investment to Mississippi and to promote the export of Mississippi products to Europe. The Contractor must be based in Germany, the Netherlands or Belgium and be willing to travel to other European countries as approved by the MDA for recruiting and trade activities. The Contractor is to attend key SelectUSA roadshow events across Europe as approved by the Authority. The Contractor will focus on recruiting European firms in the automotive, aerospace, defense, and advanced manufacturing sectors and associated supply chains as primary targets for recruitment. Other industries for recruitment include, but are not limited to metals, chemicals and energy, food processing, warehousing and distribution, and forestry. The Contractor will also work on behalf of the Authority and Mississippi businesses to expand market opportunities for the export of Mississippi products and services from a wide range of industries to Europe.

This service will include (i) developing knowledge of Mississippi assets with respect to geography, existing industries, exporters, communities and industrial sites, workforce, research assets and incentives and (ii) developing a recruitment plan and an export promotion plan in partnership with the Authority based on the target sectors to include business missions, virtual business missions, a calling program to meet with existing and new investors, seminars, exhibitions, and other activities for the recruitment and identification of prospective investors.

1.2 Procurement Timeline

Event	Date/Time
Request for Proposals Issue Date	May 14, 2025 May 21, 2025
Questions and Requests for Clarification	May 27, 2025
Anticipated Posting of Written Responses	June 6, 2025

Proposal Package Submission Deadline	**June 20, 2025 10:00 AM CDT**
Proposal Opening/Evaluation:	June 20, 2025
Anticipated Notice of Intent to Award	July 29, 2025
Request PPRB August Board Meeting Agenda	August 6, 2025
PPRB Meeting for Approval	September 3, 2025

Note: Agency reserves the right to adjust this schedule as it deems necessary. Agency may also change the dates of the initial contract term without amendment to this RFP.

1.3 OPSCR Rules and Regulations

This solicitation and any resulting contract shall be governed by the applicable provisions of the *Public Procurement Review Board (PPRB) Office of Personal Services Contract Review (OPSCR) Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any offeror responding to this solicitation is deemed to be on notice of all requirements therein.

1.4 Reconsideration of the Terms of the Solicitation

Any potential offeror may file a Request for Reconsideration of the Terms of the Solicitation. Any such request shall be filed within ***three (3) business days*** following public notice of the solicitation and in accordance with Section 6.5.4 of the OPSCR Rules and Regulations.

1.5 Questions and Requests for Clarification

Offerors must carefully review this solicitation, the Contract, any risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate questions and requests for clarification, offerors shall submit any such question(s) via email by the deadline reflected in the **Section 1.2 Procurement Timeline**. All questions and requests for clarification must be directed by email to Shannon Smith at:

Shannon Smith, OSSS, Proposal Coordinator
Telephone: (601) 359-3451
E-mail: osss@dfa.ms.gov

When submitting questions and requests for clarification, **"European Investment Recruitment Consulting Services RFP RFx# 3120003161- Questions"**," should be the subject of the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

No.	RFP Section, Page No.	Question/Request for Clarification
1.		

1.5.1 Official responses will be provided only for questions submitted as described above and only to clarify information already included in the RFP. The identity of the organization submitting the question(s) will not be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website

and the agency's website as an amendment to the RFP by the date and time reflected in Section 2.

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

1.5.3 All vendor communications regarding this RFP must be directed to the Proposal Coordinator.

1.6 Restrictions on Communication with Agency Staff

At no time shall any offeror or its personnel contact, or attempt to contact, any Agency/OSSS staff regarding this RFP except the RFP Coordinator listed on the cover page of this RFP in the manner prescribed in Section 1.5. Unauthorized contact regarding the RFP with other employees of the agency/OSSS may result in the potential offeror being disqualified, and the potential offeror may also be suspended or disbarred from the State.

1.7 Cancellation of Solicitation or Rejection of Individual Proposals

At the Agency's sole discretion, an RFP may be canceled or any or all responses to the solicitation may be rejected, in whole or in part, when the Agency determines that it is in the Agency's best interest to do so.

MDA reserves the right to reject any and all proposals during any step of the procurement process, even after negotiations have begun. Agency reserves the right to reject any and all proposals if the Offeror takes exception to the terms and conditions of the RFP and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of Agency and/or the State of Mississippi, including but not limited to, the required contractual terms and provisions set forth in this RFP.
Reasons for rejecting individual proposals or qualifications include but are not limited to:

The Agency may reject proposals that do not conform to the requirements outlined in this RFP. Proposals may be rejected for reasons which include, but are not limited to, the following:

- the proposal or qualification was non-responsive to the solicitation;
- the offeror is deemed non-responsible;
- the proposal or qualification fails to meet the requirements of the Agency;
- the proposed price is clearly unreasonable;
- lack of competitiveness by reason of collusion or knowledge that reasonably available competition did not occur.
- Any other reason the agency determines to be in the best interest of the State.

Proposals that include terms and conditions that do not conform to the terms and conditions in the RFP document are subject to rejection as non-responsive. Further, submission of proposals that are not complete and/or signed is subject to rejection as non-responsive. The Agency

reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its proposals prior to a determination by the Agency staff of non-responsiveness based on the submission of nonconforming terms and conditions. Furthermore, if an offeror's price is substantially higher than those of other offerors, meaning those in excess of a twenty-five percent (25%) differential, the offeror's price may be deemed non-responsive.

1.8 Expenses Incurred in Preparing Offers

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Services Contract Review Rules and Regulations*.

1.9 Trade Secrets, Commercial, and Financial Information Public Record Exemption

Any offeror claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1), must submit a second copy of the proposal document in which all information offeror deems to be confidential commercial and financial information and/or trade secrets is redacted in **black**. Offeror shall also provide a document stating the specific statutory authority for each redaction/exemption. Offeror may be subject to exclusion pursuant to Chapter 15 of the *OPSCR Rules and Regulations* if the Agency or the PPRB determine that redactions made by the offeror were made in bad faith in order to prohibit public access to the portions of the proposal which are not subject to Miss. Code Ann. §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. The redacted version of the proposal, or if an offeror does not produce a redacted version, the full proposal document, will be released at the Agency's sole discretion, without notice to the offeror and will be produced as a public record exactly as submitted.

1.10 Registration with Mississippi Secretary of State

By submitting a proposal, the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within five (5) business days of being notified by the agency that it has been selected for contract award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.11 Debarment

By submitting a proposal, the offeror 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 or federal government.

1.12 Offeror Investigations

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

of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

1.13 Certification of Independent Price Determination

By submitting a proposal, the offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any, consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

1.14 Offeror Certification

Offeror agrees that submission of a signed proposal, fee schedule, and BAFO (if requested), is certification that Offeror will accept an award made to it as a result of the submission. Under no circumstances shall the maximum time for proposal acceptance by the State extend beyond one (1) year from the opening date.

1.15 Registration with Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC)

If the offeror is not already registered as a supplier in MAGIC, the offeror should register as a supplier with the State of Mississippi. Registering as a supplier with the State of MS allows businesses to register for upcoming opportunity notifications by the products they supply, search the system for upcoming solicitations, respond to solicitations electronically, and receive purchase orders via e-mail.

Offerors can complete the registration at the following link: http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliershttp://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/vendors/supplier-self-service/. Any questions regarding registration in MAGIC should be directed to the Mississippi Management and Reporting System (MMRS) staff by emailing mash@dfa.ms.gov or calling 601-359-1343.

1.16 Discussions with Offerors

Discussions may be conducted to promote understanding of the Agency's requirements and the offeror's proposal, or to facilitate arriving at a contract that will be most advantageous to the Agency. The Offeror may update its proposal to reflect clarifications needed following discussions.

Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award; however, proposals may also be accepted without such discussions. Agency 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*.

1.17 Solicitation Document

The RFP is comprised of the RFP document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before the contract award. The attachments to this RFP are made a part of this RFP as if copied herein in words and figures.

1.18 Amendments

Agency reserves the right to amend the contents of this RFP as it deems necessary. This RFP, all questions, requests for clarification, and answers, and any other amendments will be published on the Mississippi Contract/Procurement Opportunity Search Portal and the Agency website in a manner that all offerors will be able to view. *It is the sole responsibility of the offeror to monitor the agency website and the procurement portal for amendments to the RFP to ensure their proposal complies with any such amendments.*

1.19 Acknowledgement of Amendments

Offerors shall acknowledge receipt of any amendment to the RFP in writing. The acknowledgement shall be submitted by signing and returning the amendment with the proposals package, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. Each offeror shall submit a written acknowledgment of every amendment to the MDA on or before the submission deadline.

Written acknowledgement of ***all*** amendments to the RFP shall be received from *all* offerors prior to the issuance of the Notice of Intent to Award. *Offerors who do not provide the Agency acknowledgement of every amendment issued may be deemed non-responsive and not eligible for award*.

1.20 Minor Informalities and Irregularities

The MDA has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured and if doing so does not create an unfair advantage for any offeror. If insufficient information is submitted by an offeror for the MDA to properly evaluate the offer, the MDA has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such request does not create an unfair advantage for any offeror.

1.21 Right to Reject Proposals

Agency reserves the right to reject any and all proposals during any step of the procurement process, even after negotiations have begun. Agency reserves the right to reject any and all proposals if the Offeror takes exception to the terms and conditions of the RFP and/or fails to meet the terms and conditions and/or in any way attempts to limit the rights of Agency and/or the State of Mississippi, including but not limited to, the required contractual terms and provisions set forth in this RFP.

1.22 No Obligation to Contract

The release of this RFP does not constitute an acceptance of any submitted proposals, nor does such release in any way obligate the Agency to execute a contract with any offeror. Agency reserves the right to accept, reject, or negotiate any and 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 including the decision to make no contract award.

1.23 Contract Formation

This RFP and any amendments, the offeror's proposal, and Offeror's Best and Final Offer (as applicable) shall be incorporated into the successful offeror's contract.

1.23.1 Type of Contract

Compensation for services under a contract resulting from this RFP will be in the form of a firm-fixed price agreement.

1.23.2 Contract Rights

Contract rights do not vest in any party until a contract is legally executed. The MDA is under no obligation to award a contract following issuance of this solicitation.

1.23.3 Property Rights

Property rights do not inure to any offeror until such time as services have been provided under a legally executed contract. No party responding to this RFP has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDA is under no obligation to award a contract and may terminate a legally executed contract at any time.

Any work performed by the awarded Offeror prior to the start date of a valid, executed contract is done at Offeror's sole risk. The State is under no obligation to pay for work performed prior to contract start date.

1.23.4 Standard Independent Contractor Agreement

A draft Contract has been included as **Attachment G** to this RFP for your review. Any contract entered into with the Agency pursuant to this RFP shall include clauses required pursuant to the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. These required clauses are mandatory and are nonnegotiable. For your convenience, the required clauses, and other clauses MDA cannot modify, are in **bold** headings in the sample agreement.

1.23.5 Exceptions to the Standard Terms

MDA discourages exceptions to the draft contract content, regardless of whether the contract clause is required or not. Such exceptions may cause proposals to be rejected as non-responsive. Proposals which condition the proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the proposals will be given.

1.23.6 Term

The initial term of the contract resulting from the RFP shall be for a period of three (3) years and will begin upon PPRB contract approval and execution by both parties. At its sole discretion, MDA reserves the right to renew the contract in any combination for up to twenty-four (24) months at the same rate(s) bid.

1.24 General References Throughout the RFP

This RFP, any amendment thereto, such as Questions and Answer document(s) and Summary of Pre-Proposals Conference, Tour, or Site Visit, if any were issued, the Notice of Intent to Award, and the Evaluation Report will be posted on the Agency website at http://www.mississippi.org, or http://www.mississippi.org/about/competitive-procurements/.

Throughout this document, the various references below refer to the webpages or documents found at the specified link:

- "The MDA/Agency website" refers to the website found at http://www.mississippi.org, http://www.mississippi.org/about/competitive-procurements/
- "The Mississippi Contract/Procurement Opportunity Search Portal" or "the procurement portal" refers to the website found at https://www.ms.gov/dfa/contract_bid_search/Home/Buy
- "The *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*" or "the PPRB OPSCR Rules and Regulations" refers to the rules and regulations found at https://www.dfa.ms.gov/personal-service-contract-review.

1.25 News Releases

The MDA is the only entity authorized to issue news releases relating to this RFP, its evaluation, and award of any contract and performance thereunder.

1.26 Ownership of Materials

MDA shall own all materials and data produced for the Agency under a contract resulting from this RFP unless otherwise agreed to in writing.

1.27 Benefit

Any information obtained by the Contractor(s) as a result of a contract with MDA resulting from this RFP is for the benefit and use of MDA, its constituents/clients, and the Contractor as it relates to the Contractor's work for MDA and this project. This contract and any information obtained as a result of this contract with MDA should not be used by the Contractor for the benefit of the Contractor or any third party or person not associated with MDA or this project/contract. This clause does not preclude other agencies from entering into separate agreements with the Contractor in accordance with OPSCR in-state cooperative procurement rules and regulations.

1.28 Right to Consider Historical Information

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

SECTION 2: Scope of Services and Other Requirements

2.1 Scope of Services

This RFP contemplates that the Agency will contract with the successful Respondent to be the professional service consultant for the MDA and its Programs and the principal advisor and provider for the following specified 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:

2.2 The Contractor will provide the Authority/State of Mississippi with full-time representation in Europe (focused primarily on, but not limited to, Germany, Austria, Switzerland, the Netherlands, France, Belgium, United Kingdom, Turkey, Dubai, and Israel) to recruit foreign direct investment to Mississippi and to promote the export of Mississippi products to Europe. The Contractor must be based in Germany, the Netherlands or Belgium and be willing to travel to other European countries as approved by the Authority for recruiting and trade activities. The Contractor is to attend key SelectUSA roadshow events across Europe as approved by the Authority. The Contractor will focus on recruiting European firms in the automotive, aerospace, defense, and advanced manufacturing sectors and associated supply chains as primary targets for recruitment. Other industries for recruitment include, but are not limited to metals, chemicals and energy, food processing, warehousing and distribution, and forestry. The Contractor will also work on behalf of the Authority and Mississippi businesses to expand market opportunities for the export of Mississippi products and services from a wide range of industries to Europe.

This service will include (i) developing knowledge of Mississippi assets with respect to geography, existing industries, exporters, communities and industrial sites, workforce, research assets and incentives and (ii) developing a recruitment plan and an export promotion plan in partnership with the Authority based on the target sectors to include business missions, virtual business missions, a calling program to meet with existing and new investors, seminars, exhibitions, and other activities for the recruitment and identification of prospective investors.

To achieve the primary stated objectives, the Contractor shall provide services outlined in the remainder of this Exhibit.

2.2.1 Investment Recruitment and Promotion:

2.2.1.1 The Contractor will engage in a proactive program of outreach to European companies to promote the state to potential investors. The Contractor will develop a minimum of 12 new investment prospect leads per contract year by identifying companies within Europe that have the potential and intention to begin or expand business operations in the United States, and to provide them with the information, resources and other assistance that will lead them to consider Mississippi as an ideal location for their investment.

2.2.1.2 The Contractor will assist the Authority with qualified appointments for up to two annual investment missions to Europe to directly support Mississippi's foreign direct investment recruiting program. Each mission to Europe may include business meetings in multiple countries in Europe. When travel is not feasible, events may include virtual business missions to recruit investors to Mississippi.

2.2.1.3 The Contractor will provide investment leads to the Authority that arise from the Contractor's network of contacts and target sector research in Europe.

2.2.1.4 The Contractor will meet with the headquarters of European companies with investment in Mississippi. The Contractor will consult with the Authority regarding priority firms to be included in the calling plan.

2.2.1.5 The Contractor will attend relevant industry events in Europe, primarily in the sectors of automotive, aerospace, defense and advanced manufacturing.

2.2.1.6 The Contractor will participate in relevant Council of American States (CASE) seminars, Select USA events, chambers of commerce conferences, and industrial association meetings in Europe to introduce companies to investment opportunities in Mississippi.

2.2.1.7 The Contractor will attend relevant industry forums and trade shows in Europe in which the Authority is an exhibitor and will support efforts for securing appointments with European companies at the determined event in Europe.

2.2.1.8 The Contractor will provide prompt follow-up for any investment leads from recruiting activities in Europe.

2.2.1.9 The Contractor will provide ongoing support and advice to the Authority regarding market opportunities, economic and political developments, and promotion strategies in Europe.

2.2.1.10 The Contractor will consult with the Authority on relevant events, industry associations and government agencies in Europe.

2.2.1.11 The Contractor will refrain from accepting any conflicting engagements with other state agencies or development organizations in the Southeast U.S. involving the recruitment of investment from Europe. This includes Alabama, Tennessee, Arkansas, Louisiana, Georgia, North Carolina, South Carolina, Kentucky, Texas, Florida, and Virginia. Potential conflicts need to be disclosed and reviewed by the Authority.

2.2.1.12 The Contractor will present his/her progress in person during an annual event in Mississippi to be determined by the Authority. The Contractor may

also be asked to present economic trends and analysis to economic development stakeholders in Mississippi. The Contractor may be asked to participate in Select USA in Washington, D.C. together with the Authority and economic development partners. When feasible, the annual visit to the U.S. and Mississippi will be arranged in conjunction with the Select USA event.

2.2.2 Trade Promotions:

2.2.2.1 The Contractor will coordinate with the Authority and in-country intermediaries during the preparation, execution and follow-up phases of all trade promotion events during the term of this Contract. Trade promotion events may include trade missions comprised of Authority staff and Mississippi companies as well as trade exhibitions.

2.2.2.2 The Contractor will assist the Authority with qualified appointments for up to two annual trade promotion missions to Europe to directly support Mississippi's export promotion program. Each mission to Europe may include business meetings in multiple countries in Europe. When travel is not feasible, events may include virtual business missions to promote the export of Mississippi businesses.

2.2.2.3 Trade promotion assistance may also include individual Mississippi company visits to Europe on an as-needed basis. (Assistance with individual company trade visits to Europe will be provided as needed and is not subject to the trade mission limitations in 2.2.2.2 above.)

2.2.2.4 The Contractor will provide on-going support and advice to the Authority and Mississippi businesses regarding European market opportunities and trade promotion strategies.

2.2.2.5 The Contractor will also advise the Authority and Mississippi businesses on relevant trade events, industry associations and government agencies in Europe.

2.2.2.6 The Contractor will advise the Authority and Mississippi firms on market potential, business practices, regulations, and other market intelligence.

2.2.2.7 The Contractor will generate qualified trade leads through the participation in key business seminars, conferences and meetings sponsored by private industry associations, government agencies, banks and other special service providers. The Contractor will attend these events at no additional cost to the Authority.

2.2.2.8 The Contractor will maintain a database of potential agents, distributors, importers and end- users and manufacturers. The Contractor shall maintain

a database of international trade service providers including translator services, law firms, and public and private trade organizations in Europe.

2.2.2.9 Trade development assistance in Europe for a Mississippi company or business organization may also include the following services:

Agent and Distributor Search (ADS). Conduct qualified agent, distributor, partner and customer searches. The Contractor will identify qualified agents, distributors, end-users, importers, licensees or other appropriate business partners based on the requirements of Mississippi firms, on an as needed basis.

Supplier Search. The Contractor will conduct qualified searches for suppliers in Europe as requested by Mississippi importers and manufacturers, on an as needed basis.

Preliminary Market Assessment. The Contractor will prepare a summary of the market opportunities and challenges Mississippi businesses and industries face in Europe, on an as needed basis.

Market Research Report. Conduct in-depth market research including market characteristics, competitor analysis, pricing analysis, distribution, and recommendation for market entry plan, for Mississippi business and industry in Europe, on an as needed basis.

2.3 The Contractor will coordinate with the Authority during the preparation, execution, and follow up phases of all investment or trade promotion events during the term of this Contract. The events may include a combination of the following:

2.3.1 Provide relevant company or industry sector profiles of targeted industries.

2.3.2 Provide an orientation or briefing upon arrival in Europe.

2.3.3 Arrange hotel accommodations, ground transportation and other logistical support as requested by the Authority.

2.3.4 Schedule private appointments with qualified business contacts.

2.3.5 Accompany Authority staff, Mississippi economic development allies and companies on appointments in Europe as requested.

2.3.6 Serve as a translator to facilitate business discussions during appointments.

2.3.7 Organize seminars on targeted business opportunities in Mississippi.

2.3.8 Facilitate post-event activities with contacts made during the visit.

2.3.9 Provide executive summary of reports about the State of Mississippi in European media.

2.4 The Contractor will perform special projects as assigned by the Authority.

2.5 The Contractor will provide monthly and annual activity and financial reports to the Authority on new prospects, events and investment or trade assistance rendered to the Authority or to economic development allies, including any results and outcomes that can be ascertained from the Contractor's perspective. The quality and timeliness of these reports and services will be used to evaluate the Contractor's performance. The reports shall include the following information:

2.5.1 A narrative section describing the Contractor's activities and successes in the assigned region during the month of the report.

2.5.2 A numerical summary of the Contractor's activities, setting forth detailed information concerning prospect leads and other activities the Contractor engages in.

2.5.3 The names and addresses of all European companies that have been in contact with the Contractor during the month of the report.

2.5.4 The Contractor will communicate with the Authority staff on a regular basis regarding proposed activities and will provide ongoing feedback to the Authority.

2.5.5 Reports are due no later than seven (7) working days following the end of the reported month.

2.5.6 Monthly reports will include the following summary of measures: numbers and names of qualified investment prospects as well as all companies contacted, and events hosted or attended. The summary of measures shall be reported monthly as well as quarterly.

2.6 The Contractor will visit Mississippi on an annual basis to meet with Authority staff, and to participate in and conduct market briefings and programs arranged by the Authority's Jackson, Mississippi staff. At such time, the Contractor shall attend and participate as a speaker in Authority functions. During such visits to Mississippi, the Contractor will meet with economic development representatives, community and government officials to inform them about the work of the Contractor and how the representatives and governmental officials can become directly involved in promoting their communities internationally. The Contractor may also be asked to meet with Mississippi companies regarding export opportunities in Europe.

2.7 The Contractor will coordinate all communications with the Authority through the Director of Foreign Investment, who will then refer matters to other persons within the Authority for action and response.

2.8 Contractor's bid total should include all costs needed to meet the terms of this RFP including salary, operational expenses and travel costs based on the plan of work outlined above. The Contractor is expected to attend both investment and trade events at no additional cost to the Authority. In the event that the Authority seeks the Contractor attend a new conference, the Authority will provide **additional compensation**, up to $20,000.00 per year, to attend such events. **This additional compensation should not be included in your bid total.**

2.9 For certain business missions led by agency leadership, the Contractor may be given extra funding for special promotional activities. This will be determined by the Authority prior to the event. The Authority and economic development partners also participate in major aerospace shows in Europe such as the Paris Air Show and Farnborough Air Show. The cost of this exhibition space is paid for by the Authority and economic development partners.

SECTION 3: Minimum Qualifications

3.1 **Prior Experience:** Offeror must have been in business and provided services similar in requirements and scale to those described in this RFP for a minimum of five (5) years.

a. The name of the consultant, the location of the consultant's principal place of business and, if different, the place of performance of the proposed contract;
b. The age of the consultant's business and average number of employees over a previous period of time and average number of employees over the past three (3) years, as specified in the Request for Proposal;
c. The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
d. 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,
e. A plan giving as much detail as is practical explaining how the services will be performed.

*Offeror must complete and submit **Attachment H**, Certification of Minimum Qualifications. Offeror must provide the page number of the proposal or proposal package where information supporting each minimum requirement may be found.*

3.2 **Financial Stability or Solvency:** By submitting a proposal, Offeror certifies that it is financially stable or solvent. If requested by the MDA/OSSS, within two (2) days of the request, Offeror shall submit copies of the most recent years independently audited financial statements as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information to enable the Agency to access the financial stability or solvency of the vendor, such as financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the vendor to be capable of meeting the requirements of this RFP.

3.3 The offeror may be required before the award of any contract to show to the complete satisfaction of the agency that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The offeror may also be required to give a past history and references in order to satisfy the agency in regard to the offeror's proposals.

3.4 The agency may make reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work, and the offeror shall furnish to the agency all information for this purpose that may be requested.

3.5 The agency reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Agency determines that the offeror fails to satisfy the agency that the

offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein.

SECTION 4: Proposal Submission Requirements

4.1 Proposal Submission Deadline

All proposals submitted in response to this RFP must be received by the RFP Coordinator listed on the cover page of this RFP **no later than June 20, 2025, by 10:00 AM CDT.**

Timely submission is the sole responsibility of the offeror. Proposals shall be in writing. Proposal packages received after the specified time may be rejected and unopened. Proposal is considered delivered when it is received by the RFP Coordinator, or the address stated below.

4.2 Manner of Submission

Electronic Submission:

Proposals may be submitted in the manner described below as "Electronic Submission" by the submission date and time established herein to all three (3) of the following email addresses. Electronic submissions must be in PDF format and should be no more five (5) megabytes (MB) in size. The Vendor is responsible for ensuring the file size complies with this limitation.

OSSS@dfa.ms.gov
Teselyn.Funches@dfa.ms.gov and
Shannon.Smith@dfa.ms.gov.

When submitting proposals, **"European Investment Recruitment Consulting Services RFP RFx# 3120003161- PROPOSAL"**, must be the subject for the email. Proposals submitted by email that do not have the proper subject line may be rejected and/or not considered for award.

4.3 Receipt: The time and date of receipt will be ***deemed received at the date and time indicated by OSSS email.***

4.4 Confidential or Exempt Information: Any offeror claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-9, 75-26-1 through 75- 26-19, and/or 79-23-1), must submit a second copy of the proposal document in which all information offeror deems to be confidential commercial and financial information and/or trade secrets is redacted in **black**. Offeror shall also provide a document stating the specific statutory authority for each redaction/exemption. Offeror may be subject to exclusion pursuant to Chapter 15 of the *OPSCR Rules and Regulations* if the Agency or the PPRB determine that redactions made by the Offeror were made in bad faith in order to prohibit public access to the portions of the Proposal which are not subject to Miss. Code Ann. §§ 25-61-9, 75-26-1 through 75- 26-19, and/or 79-23-1. The redacted version of the Proposal, or if an Offeror does not produce a redacted version, the full Proposal document, will be released at the Agency's sole discretion, without notice to the Offeror and will be produced as a public record exactly as submitted.

4.5 Email Submission/Electronic Copy: The electronic files shall not be password protected, shall be in Portable Document Format (PDF®) and shall be capable of being copied to other media including readable in. The electronic copy, shall consist of the following:

a. One (1) electronic copy of the complete proposal package, including all attachments in the form as required herein, and

b. If applicable, one (1) Redacted electronic copy of the complete proposal including all attachments in the form as required herein.

4.6 Proposal Opening

Proposals will be opened in the presence of at least two (2) Agency officials. Proposals *will not* be opened publicly. Information regarding this opening and procurement will be provided via Public Record Request in accordance with the *Mississippi Public Records Act*, the *OPSCR Rules and Regulation, Section 6.7.2 Proposal or Qualification Opening*, and *Section 1.5 Public Access to Procurement Documents*. Specifically, production of any records regarding this solicitation will be tolled until MDA determines it will not issue the procurement, cancels the procurement, or issues a notice naming its intended awardee.

SECTION 5: Content of Proposals

5.1 Each offeror must submit a written proposal in the style and format outlined herein. MDA discourages overly lengthy and costly proposals. Proposals shall be prepared simply and economically providing a straightforward, concise delineation of the offeror's capabilities to satisfy the requirements of the RFP.

5.2 In printed form, proposals must be typewritten on 8.5" x 11" paper (charts or graphs may be provided on legal-sized paper) using Times New Roman font type, font size 12, with standard half-inch margins. Appendices, as well as samples and templates required of the proposal need not comply with font and margin restriction. **Proposals shall not exceed 50 printed pages (one-sided) total**. The electronic submission must be in PDF format and should be no more than five (5) megabytes (MB) in size. Offeror is responsible for ensuring the file size complies with this limitation. The document page count is further detailed in the chart below.

Section/Tab	Document	Included 50-page limit
Section I Tab 1	Proposal Cover Sheet (Attachment A)	No
Section I Tab1	Questionnaire (Attachment B)	Yes
Section I Tab 2	Detailed Management Plan	Yes
Section I Tab 2	Resume of Key Staff	Yes
Section II Tab 3	Detailed Service Plan (Technical Project Approach)	Yes
Section III Tab 4	Cost Submission (Attachment C)	No
Section III Tab 4	Rate Sheet, Cost Estimate Breakdown, Estimated Reimbursable Expenses	Yes
Section III Tab 6	Remaining Required Documents • Signed Amendments • Standard Certifications (Attachment D) • Certification of Minimum Requirements (Attachment H)	No.

5.3 The proposal shall consist of three (3) separate sections: **Management, Technical and Cost**. The three sections of the proposal shall be prepared and submitted in the format listed below. It is the offeror's responsibility to organize and separate the information into sections and tabs accordingly.

SECTION I
MANAGEMENT

Tab 1: Proposal Cover Sheet (Attachment A) and Questionnaire (Attachment B): Failure to complete and/or sign may result in Offeror being determined nonresponsive.

In preparing your written response to the narrative questionnaire, 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.

Tab 2: Detailed Management Proposal
Provide a detailed description of the management plan for the requested services. Specifically, Offeror should provide the following information:

1) **Company Background**-Provide information about the Offeror. Offeror should include:
   a. The company's business name, and business type (i.e., individual, partnership, corporation, etc.);
   b. Name, phone number, and email address of the primary contact person;
   c. The present staff description (size, classification, credentials);
   d. Name and contact information of all officers;
   e. Confirmation that Offeror is in good standing with the federal government and
   f. A statement confirming that Offeror understands that the contract will not be awarded to companies, individuals, or firms that are debarred, suspended, or proposed for debarment, and that Offeror is not aware of any conflicts of interest.

2) **Use of Subcontractors-**If Offeror proposes to use one or more subcontractors, the proposals must identify the contemplated subcontractor(s) and must include evidence of each subcontractor's ability to fill its respective duties. MDA must approve any subcontractor proposed by the respondent in accordance with MDA's contract agreement.

SECTION II
Technical Proposal

Tab 3: Detailed Service Plan (**Technical Project Approach)** Offeror should provide a clear and concise plan of action to achieve the expected outcomes of the Scope of Work. Describe the proposed approach and methodology that will be deployed to accomplish the Scope of Work with key tasks, deliverables, and timeline. Address any additions, clarifications, or modifications that the offeror proposes in order to provide the required services. Describe how completing the Scope of Services will be approached and any cost-saving or value-adding strategies or innovations the respondent will bring to the project.

SECTION III
Cost Proposal

Tab 4: Proposed Costs Provide an all-inclusive total maximum cost per year to provide the requested services. **The cost should be provided on the required form**. Offeror should also provide information supporting the cost:

- A rate sheet for key personnel;
- Cost estimate breakdown by task and key personnel;
- A list of the types of reimbursable expenses. The list should be as specific as possible to minimize variable costs associated with the contract. *Offerors should include reimbursable/variable costs in their total all-inclusive maximum cost per year.*

Points for Cost will be awarded using the total all-inclusive maximum cost per year only.

Tab 5: References-Provide a minimum of three (3) organizations, to serve as references, for which the offeror has completed services within the last five (5) years. Include the name of organization or client, grant/project title, name, title, telephone number, and email address of the project manager.

Tab 6: Attachments-Please include Attachments that have been signed if signature is required.

1. Signed Acknowledged Amendments
2. Minimum Qualifications Certification (Attachment H)

SECTION 6. Evaluation and Award

Proposals will be evaluated in accordance with the criteria set forth in this RFP.

All proposals received in response to this RFP by the stated deadline will receive an evaluation. The evaluation of any proposal may be suspended and/or terminated at the Agency's discretion at any point during the evaluation process at which time the Agency determines that said proposal and/or Offeror fails to meet any of the mandatory requirements as stated in this RFP, the proposal is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or Agency receives reliable information that would make contracting with the Offeror impractical or otherwise not in the best interests of MDA and/or the State of Mississippi.

6.1 **Minor Informalities:** Proposals with errors that do not alter the substance of the proposal can be accepted, and the Agency may allow the offeror to correct the problem as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other offerors. The Agency has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured.

If insufficient information is submitted by an offeror with the proposal for the Agency to properly evaluate the proposal, the Agency has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

6.2 **Discussions**: Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for the award, but proposals may also be accepted without such discussions.

6.3 Agency will evaluate Offerors' proposals in three steps.

6.3.1 **Step One: Compliance Phase: Determination of Responsive and Responsible Offerors**

During this initial phase of the evaluation process, all proposals received are reviewed to determine if mandatory RFP requirements have been satisfied, meaning whether a proposal/Offeror is responsive, and responsible. Compliance requirements are not assigned a point percentage or score but are simply recorded as **Pass or Fail**.

Proposals will be reviewed to determine whether Offeror will be deemed responsive and responsible. If any component receives a Fail score (a "No" response) on any item or contains an item which for some reason cannot be evaluated, it may be deemed as non-responsive and/or non-responsible. Failure to comply with the RFP requirements may result in the proposal being eliminated from further consideration. All proposals which are determined to be responsive, responsible, and/or acceptable will continue to the next phase.

A. Responsive Respondent

Offeror must submit a proposal that conforms in all material respects to this RFP, as determined by the Agency.

- ***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 offeror 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.

- ***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.

B. Responsible Respondent

Offeror must have the 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. At a minimum, an offeror must meet or exceed the minimum qualifications as stated herein to be deemed responsible.

If any component of the proposal receives a Fail score (a "No" response) on any item or contains an item which for some reason cannot be evaluated, it may be deemed as non-responsive and/or non-responsible. Failure to comply with the RFP requirements may result in the proposal being eliminated from further consideration. All proposals which are determined to be responsive, responsible, and/or acceptable will continue to the next phase.

6.3.2 <u>Step Two: Analysis Phase: Evaluation Committee</u>

During this phase, proposal packages that satisfactorily complete Step One will be reviewed and analyzed by an evaluation committee to determine if offeror's proposal adequately meets the needs of MDA. There are a total of 100 points available. The contract should be awarded to the responsive, responsible offeror(s) whose proposal is determined to be the most advantageous to the MDA taking into consideration price and the factors set forth in the RFP.

The evaluation factors are listed in order of their relative importance.

I. Technical Factors (Proposed Methodology) - 36 Points- Technical factors are scored by the evaluation committee and generally help determine the offeror's technical ability to perform the services requested. The evaluation committee will provide scoring of technical factors.

A. The overall quality of the proposed plan for performing the required services. **(0-18 points)**

B. The degree of completeness of response to the specific requirements of the solicitation. **(0-18 points)**

II. Cost Factors (Price) – 35 Points Cost is reviewed by OSSS procurement staff and/or designee(s) as it is objectively scored.

The lowest cost proposed will receive the maximum 35 points allocated to cost. The point allocations for cost on the other offers will be evaluated according to the following formula: Price of the lowest responsive and responsible offer, divided by the price of the responsive and responsible offer being rated times the maximum 35 points allocated for cost equals the awarded points.

$$X \div Y \times 35 = Z$$

X = Lowest bid price
Y = Offeror's bid price
Z = Points Awarded

Points will be awarded based on the total all-inclusive maximum contract price per year total only. However, offerors must also include all other required cost documents.

III. Management Factors – 29 Points- Management factors aid in determining the offeror's qualifications to provide the service. These factors can include, but are not limited to, the capability and experience of the proposed staff, the offeror's record of reliability in performing similar services, and work plans and/or schedules. The evaluation committee will provide scoring of management factors.

A. 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. **(0-18 points)**

B. The personnel, equipment, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting. **(0-11 points)**

6.3.3 <u>Best and Final Offer (BAFO)</u>

At the Agency's discretion, the top three (3) scoring Offerors may be given the opportunity to provide a BAFO relative to their cost proposal. The Agency will notify finalists if a BAFO may be submitted and will establish a date and time for submission. Although a finalist is under no obligation to submit such an offer, any such BAFO should include any applicable revised financial exhibits and must be signed by an appropriate representative of your company. If a finalist chooses to not make a BAFO, the financial proposal included in your company's response to this RFP will be considered as the BAFO. Unsolicited BAFOs, including but not limited to such offers submitted by non-finalists, will not be accepted. The numerical scores for the Cost factor from the Analysis Phase will be adjusted for any BAFO received from a finalist. BAFO is not required. Therefore, Offerors are encouraged to submit their best offer.

6.3.4 Tie Score Protocol

If Step Two scores are compiled and a tie occurs between the leading proposals which results in the agency being unable to clearly determine which Offeror(s) should be the awardee(s), a separate three (3) person evaluation panel will be selected to score the proposals who are tied. After the tied proposals are rescored the Offeror(s) who receives the highest total score from Step II should be the Awardee(s).

6.3.5 Step Three: Finalize Contract

MDA will contact the offeror with the proposal which best meets the agency's needs (based on factors evaluated as stated herein) and may attempt to negotiate an agreement that is deemed acceptable to both parties.

6.4 Negotiating with Next-Ranked Offeror

Should negotiations fail to result in a contract that is acceptable to both parties, or the State ceases doing business with any Contractor selected through this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Offeror.

6.5 Award

The Agency will issue a Notice of Intent to Award to the responsive and responsible Offeror whose proposal is determined in writing, to be the most advantageous to the State/MDA taking into consideration price and the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.

6.6 Notice of Intent to Award and Evaluation Committee Report

The Notice of Intent to Award and Evaluation Committee Report for this procurement will be made available to the public through (1) posting on the Mississippi Contract/Procurement Opportunity Search Portal website, (2) on the agency website and (3) directly to all Offerors who responded to the solicitation.

6.7 Notice of Contract Award

Following approval of the contract by the Public Procurement Review Board (if required) and any other required entities, and the full execution of the contract agreement, a Notice of Contract Award will be made available to the public through (1) posting on the Transparency website and (2) on the agency website.

Attachment A

PROPOSAL COVERSHEET

Proposals are to be submitted, in accordance with *Section 4 Proposal Submission Requirements*, on or before **10:00 AM CDT, June 20, 2025**.

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

E-Mail Address: _____

Name and phone number of Company Primary Representative to be contacted for services pursuant to this RFP:

Alternate representative name, email, and phone number:

Attachment B

OFFEROR QUESTIONNAIRE

In addition to providing the above contact information, please answer the following questions regarding your company. You may respond by restating the number, question and your response on a separate sheet of paper.

1. What is the age of the business and what is your average number of employees over the past three (3) years?

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

3. If not provided in your Management Response, please provide the *physical location and mailing address* of your company's home office, principal place of business, and place of incorporation.

4. If your company is not physically located within the vicinity, how will you supply Management and Consulting Services to the Agency?

5. Please provide a list of each principal/parent company (a company that owns more than 50% of your company) and any subsidiary (a company where you own more than 50% of the company) associated with your company. Use additional pages as necessary.

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

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

8. Is your company licensed and/or certified to provide the requested Consulting Services as required by any and all applicable Federal and State law(s)?

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

10. Please provide a list of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past three (3) years.

Attachment C

COST SUBMISSION

Company	Contact Person	Telephone Number

The maximum contract price per year for **European Investment and Recruitment Consulting Services** shall be all-inclusive. The "all-inclusive" price quoted shall be inclusive of, but not limited to the following: all required labor; all required equipment/material; all required insurance, bond, or other surety; all required overhead; all required profit; all required vehicles; all required fuel and mileage; all required labor and supervision; all required training; all required business and professional licenses, certifications, fees, or permits; any reimbursable and or variable costs; and, any and all other costs. Pricing should include all associated costs with no additional or hidden fees.

Offeror shall also prepare and submit additional information requested in Section III, Cost Proposal that supports the cost submission. ***Points for Cost will be calculated/awarded based solely on the maximum contract price per year submitted below.***

The awarded Contractor will be required to submit detailed invoices describing services completed for the invoice period. Payment will be made in arrears (after the services have been provided) at the amount, and interval (i.e., monthly, quarterly, etc.) as agreed upon by the awarded contractor and MDA prior to submission to PPRB for contract approval. At no time shall the contract exceed the all-inclusive Maximum Contract Price, plus $20,000.00 per year listed below.

Total all-inclusive Maximum Contract Price: $_____/YEAR

**Offeror must submit an all-inclusive maximum contract price per year. The initial contract term will be three (3) years and the agency reserves the right to renew the contract at the submitted maximum price, plus $20,000.00 per year, for up to 24 additional months. **

Attachment D

STANDARD CERTIFICATIONS

By signing below, the company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the Request for Proposals and Attachments thereto;

2. That the company meets all requirements and acknowledges all certifications contained in the Request for Proposal and Attachments thereto;

3. That the company agrees to all provisions of the Request for Proposals and Attachments, including the terms and conditions of the agency contract template attached hereto as Attachment G.;

4. That the company will perform the services required at the prices quoted above;

5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;

6. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to provide the required services; and,

7. **NON-DEBARMENT:** By submitting a bid, the Offeror certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or the federal government and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi or the federal government.

8. **INDEPENDENT PRICE DETERMINATION:** By submitting a bid, the Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Offeror or competitor for the purpose of restricting competition.

9. **OFFEROR'S, CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:** By responding to the solicitation, executing the contract the offeror/contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror/contractor cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response, to the Agency prior to contract execution.

10. **REPRESENTATION REGARDING GRATUITIES:** Offeror, Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDA a gratuity or offer of employment in connection with any approval, disapproval,

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

11. **RELEASE OF BID AS A PUBLIC RECORD:** Offerors shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A Offeror may be deemed non-responsive if the Offeror does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

    ___ Along with a complete copy of its bid, Offeror has submitted a second copy of the bid document in which all information Offeror deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Offeror acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the MDA or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Offeror acknowledges and agrees that MDA may release the redacted copy of the bid document at any time as a public record without further notice to Offeror. A Offeror who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

    ____ Offeror hereby certifies that the complete unredacted copy of its bid may be released as a public record by the MDA at any time without notice to Offeror. Offeror explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information Offeror deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A Offeror who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

    Offeror acknowledges, the redacted version of the bid, or if a Offeror does not produce a redacted version, the full bid document, will be released at the Agency's sole discretion, without notice to the Offeror and will be produced as a public record exactly as submitted.

12. **ACKNOWLEDGEMENT OF AMENDMENTS:** You acknowledge all amendments to this RFP. Please list the amendments acknowledged by the amendment number and date:

_____

Company Name: _____

Printed Name of Representative:_____

Date:_____

Signature: _____

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

Attachment E

REFERENCES

Offeror may submit as many references as desired by submitting as many additional copies of Attachment E, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, Offerors are encouraged to submit additional references to ensure that at least two references are available for interview. Agency staff must be able to contact two references within 48 hours of initial contact.

REFERENCE 1

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 2

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 3
Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 4
Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 5
Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

Attachment F

REFERENCES SCORE SHEET
RFP# 3120003161
RFP for European Investment Recruitment Consulting Services

TO BE COMPLETED BY AGENCY STAFF ONLY

Company Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide Consulting Services when you called?	Yes	No
Satisfied with the Consulting Services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling Consulting Services?	Yes	No
Was the Consulting Services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Offeror must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its Proposal to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest in the vendor's organization? If yes, please explain.	Yes	No

A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Called by: _____ _____ _____
Signature Title Date

Attachment G

SERVICE CONTRACT TERMS AND CONDITIONS

1. Notices--All notices required or permitted to be given under this Contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any changes of address.

   For the Contractor: XXXXXXXX
   XXXXXXXX
   XXXXXXXX

   For the Authority: XXXXXXXX
   501 N. West Street, 15th Floor
   Jackson, MS 39201

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

3. **Termination for Convenience**--The Authority may, when the interests of the Authority so require, terminate this Contract in whole or in part, for the convenience of the Authority. The Authority shall give written notice of the termination to Contractor specifying the part of the Contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

4. Contract Assignment and Subcontracting--Contractor acknowledges that it was selected by the Authority to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the Authority, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor's obligations hereunder without consent of the Authority shall be null and void. Approval of a subcontract by the Authority shall not be deemed to be approval of the incurrence of any additional obligation of the Authority.

Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Authority may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

5. 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.

6. Confidential Information--The Authority is a public Agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983*. Mississippi Code Annotated §§ 25-61-1, *et seq*. If a public records request is made for any information provided to the Authority by Contractor, the Authority shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. The Authority shall not be liable to the Contractor for disclosure of information required by court order or required by law. 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. The services to be provided, the unit prices and overall price to be paid, and the term of the contract shall not be deemed a trade secret or confidential commercial or financial information.

"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 without the express written approval of the Authority shall result in the immediate termination of this Contract.

7. 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.

8. 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 the 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 and shall obtain written permission from the Authority to use such workpapers, subject to any copyright protections.

9. Record Retention and Access to Records-- Contractor shall maintain such financial records and other records as may be prescribed by the Authority or by applicable Federal and State laws, rules, and regulations. Provided Contractor is given reasonable advance written notice, and such inspection is made during normal business hours of Contractor, the Authority or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are relevant to this Contract. All records related to this Contract shall be retained by Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

10. Contractor Personnel--The Authority shall, throughout the life of the Contract, have the right of reasonable rejection and approval of staff or Subcontractors assigned to the work by Contractor. If the Authority reasonably rejects staff or Subcontractors, Contractor shall provide replacement staff or Subcontractors satisfactory to the Authority in a timely manner and at no additional cost to the Authority. The day-to-day supervision and control of Contractor's employees and Subcontractors is the sole responsibility of Contractor.

11. 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.

12. 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.

13. 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.

14. 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.

15. **Applicable Law**--The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions and, any litigation with respect thereto shall be brought in the courts of Mississippi.

16. Venue--The Contractor shall comply with applicable Federal, State and local laws and regulations. Any and all claims or causes of action arising out of or relating to this Contract shall lie exclusively in the proper State court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for any and all disputes.

17. **Compliance with Equal Opportunity in Employment Policy**--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.

18. **Compliance with Laws**--Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable Federal, State, and local laws and regulations, as now existing and as may be amended or modified.

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

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

is deemed to be on notice of all requirements therein.

21. **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 the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the Authority shall have the right upon 10 (ten) business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the Authority of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

22. Indemnification--To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Authority, it's commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions damages, losses, and costs of every kinds and nature whatsoever including without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this Contract.

    In the Authority's sole discretion, upon approval of the Office of the Mississippi Attorney General and the Authority, Contractor may be allowed to control the defense of any such claims, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the Authority shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the Authority, which shall not be unreasonably withheld.

23. Entire Agreement--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. 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.

24. Oral Statements--No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Contract. All modifications to the Contract shall be made in writing by the Authority and agreed by the Contractor, and approved by the Public Procurement Review Board, if required.

25. 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.

26. 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 ventures, 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 the 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 State unemployment taxes, Federal or State 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 Authority for its employees.

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

28. **Representation Regarding Contingent Fees**--By executing the Contract the Contractor represents that it has not retained any person or Agency on a percentage, commission, or other contingent arrangement to secure this Contract. If the Contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Authority prior to Contract execution.

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

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

31. **E-Verification**--If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the Authority subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

    The breach of this clause may subject Contractor to the following:

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

    (2) the loss of any license, permit, certification or other document granted to Contractor by an Agency, department, or governmental entity for the right to do business in Mississippi; or

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

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

33. **No Limitation of Liability**--Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its Subcontractors' performance under this agreement.

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

35. **Required Public Records and Transparency**--Upon execution of a Contract, the provisions of the Contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the Contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The Contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Authority for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that the Authority and this Contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et*

seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*

36. Renewal of Contract--The Contract may be renewed at the discretion of the Authority in any combination of up to twenty-four (24) additional months at its sole discretion for the same rate(s) bid.

37. Federal Funds Availability--It is expressly understood and agreed that the obligation of the Authority to proceed under this agreement is contingent upon the receipt of federal funds awarded to the Authority. If the federal funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, the Authority shall have the right upon 10 (ten) business days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expense to the Authority of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Attachment H

OFFEROR MINIMUM QUALIFICATIONS CERTIFICATION

REQUEST FOR PROPOSALS (RFP)
European Investment Recruitment Consulting Services
RFx# 3120003161

Minimum Qualifications are used by the Agency to determine whether the Offeror meets the qualifications and has experience providing comparable services. Any response that does not demonstrate that the Offeror meets these Minimum Qualifications as stated in this RFP will be considered non-responsive and may not be evaluated further. Be sure to complete and return this section.

Minimum Requirement	**Yes/No**	*(Please provide the page(s) where supporting information may be found)*
Prior Experience: Offeror must have the following previous experience.		
A. Offeror must have been in business and provided services similar in requirements and scale to those described in this RFP for a minimum of five (5) years.		
B. The name of the consultant, the location of the consultant's principal place of business and, if different, the place of performance of the proposed contract.		
C. The age of the consultant's business and average number of employees over a previous period of time and average number of employees over the past three (3) years, as specified in the Request for Proposal;		
D. The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;		
E. 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,		
F. A plan giving as much detail as is practical explaining how the services will be performed.		

Financial Stability or Solvency:		
Offeror confirms that it is financially stable/solvent. Offeror will provide independently audited financial statements (or sufficient information to enable the Agency to access the financial stability or solvency of the Offeror as described in the solicitation) upon request as required by the Minimum Qualifications in the RFP.		
References:		
Offeror has provided contact information for at least two (2) references for which the Offeror has completed services within the last five (5) years. Offeror understands that it may be disqualified if MDA cannot complete reference scoring within 48 hours of initial contact with the reference. Offeror is encouraged to list additional references.		

I hereby certify that Offeror meets the required Minimum Qualifications. I further certify that I am authorized to make this certification and to enter into binding agreements on behalf of the Offeror.

A signature is required below.

_____ _____

Name Date

_____ _____

Title Company

Please have the appropriate officer sign this statement and include it as a part of your solicitation response