

Mississippi Development Authority

501 North West Street
Jackson, MS 39201



REQUEST FOR PROPOSALS

RFP: #WC_REM08032022

Welcome Center Redesign and Remodel

PROPOSAL COORDINATOR

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**Proposals must be received by
August 3, 2022, at 2:00 p.m. CST**

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Section I

GENERAL INFORMATION FOR RESPONDENTS

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The Mississippi Development Authority is seeking a professional consulting services contractor(s) to create and implement an interior design plan to update and furnish eleven (11) Welcome Centers.

1.2 OVERVIEW OF MDA AND THE RESPONSIBILITIES OF THE CONSULTANT

MDA would like to have a professional services consultant which would effectively redesign and update eleven (11) Welcome Centers throughout the state and support MDA's mission, which is to foster a strong state economy and vibrant communities through innovation, use and attraction of talent and resources to improve our citizens lives, and economic growth and opportunity.

The overall scope of work can change depending upon shifts within the State, product or industry needs, which may also occur during the term of the contract. MDA requires the proposer(s) to be responsive and adaptable.

1.3 GLOSSARY OF TERMS

- A. Agency – The Mississippi Development Authority and its Programs, referred to interchangeably as “Agency”, “MDA”, or “Authority”.
- B. Contract - The document developed as a result of this RFP which shall incorporate, among other provisions, the contents of this RFP and the successful Vendor's qualifications to meet the requirements of this RFP.
- C. Contractor - The successful Respondent who is awarded a contract as a result of this RFP.
- D. Regulations – The Mississippi Personal Service Contract Review Rules and Regulations. Available at www.dfa.ms.gov.
- E. Respondent - Any firm, group, or person who submits qualifications(s) to MDA in response to this RFP (may also be referred to as Vendor).
- F. Procurement Officer – Any agency personnel duly authorized to administer contracts and make written determinations with respect thereto. The term also includes an authorized agency representative acting within the limits of authority.
- G. Proposal - All materials submitted by Respondents in response to this RFP.
- H. RFP - Request for Proposal.
- I. State - The State of Mississippi and its departments, agencies, boards, commissions, officials, consultants and employees.
- J. Award - Award shall be made to the responsible Respondent whose proposals is determined (in writing) to be the most advantageous to the State taking into consideration the price and the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.

- K. Evaluation Committee – This is the team of reviewers that will be scoring the technical and management portion of the qualifications.
- L. Procurement Team – This is the team that prepares all Proposals submitted and records everything on a responders list and prepares the Proposals for review.

1.4 ACKNOWLEDGEMENT OF AMENDMENTS

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

1.5 TIMETABLE

RFP Released	July 6, 2022
Questions Due to MDA	July 20, 2022, at 2:00 PM (CST)
Letter of Intent Due	Date
RFP Due	August 3, 2022, at 2:00 PM (CST)

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

- A. RFP to be issued on or before July 6, 2022.
- B. Each respondent must submit their proposal in the style and format outlined in the Evaluation Factors (**Attachment A**).
- C. All written Proposals are due at Mississippi Development Authority in Jackson on August 3, 2022, at 2:00 PM (CST). Any Proposals not received by the deadline will not be considered.

Please mail or hand deliver all responses on or before August 3, 2022, at 2:00 PM (CST) to:

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

1.6 PROPOSAL DEADLINE

It is the Vendor’s responsibility to ensure that its written and electronic proposal is delivered to MDA on **August 3, 2022, no later than 2:00 PM (CST)**. All Proposals will be opened at that time. Late Proposals will not be accepted but will be opened for notification of rejection purposes and will be maintained in the procurement file.

1.7 NEWS RELEASES

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

1.8 BENEFIT

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

1.9 STANDARD CONTRACT

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

1.10 PERIOD OF CONTRACT

The duration of any contract resulting from the RFP shall be for a period of 2 years, with 6 months of combined renewals at the discretion of the agency and in coordination with the vendor, contingent upon acceptable performance by the Contractor and sufficient monies being appropriated by the State Legislature. Also, approval by the Office of Personal Service Contract Review (OPSCR) Board. A contract will be awarded to the Vendor whose qualifications are determined to be the most advantageous to the State, taking into consideration the factors set forth in the RFP.

1.11 INVOICING INFORMATION

MDA cannot prepay for services rendered or goods delivered. Therefore, all invoices must be submitted in arrears.

1.12 TYPE OF CONTRACT

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

1.13 OWNERSHIP OF MATERIALS

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

1.14 INDEPENDENT CONTRACTOR STATUS

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

the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDA shall not provide the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

1.15 SECURITY / NONDISCLOSURE STATEMENT

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

SECTION II

SCOPE OF WORK REQUESTED

2.1 REQUIRED SERVICES - See Attachment B

SECTION III

MINIMUM INFORMATION REQUIREMENTS

3.1 MINIMUM INFORMATION TO BE INCLUDED IN THE PROPOSALS -

See Attachment C

- A. State the name of the Offeror, the location of the Offeror's principal place of business and the number of executive and professional personnel employed.
- B. State the age of the Offeror's business and average number of employees over the past five (5) years.
- C. Provide the abilities, qualifications, and experience of all persons who would be assigned to provide the required services.
- D. Provide a listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past five (5) years.
- E. Provide a plan, giving as much details as is practical, explaining how the services will be performed.
- F. Provide the number of years the Offeror has been providing the products and services being proposed.
- G. Provide a copy of the Offeror's most recent annual report, including consolidated balance sheets and related statements of income, stockholders' or partners' equity and changes in financial position, for each of the five (5) fiscal years preceding the end of the most recent fiscal year. The financial information listed above should be compiled, reviewed, and/or audited by a Certified Public Accountant.

3.2 PROPOSAL FORMAT – See Attachment A

- A. See Evaluation Criteria (**Attachment A**) – these two (2) items: Management qualifications and Technical qualifications are due on or before August 3, 2022, at 2:00 PM (CST). All items must be on a single identifiable USB drive.
- B. The Agency reserves the right to accept or reject any proposals and/or part thereof and to award the issuing contract in the best interest of MDA, its Programs, and the State of Mississippi.
- C. Respondents should respond to every section of the RFP with the word “Acknowledged” and every requirement in the Scope of Services (Section II) must be address in detail in the proposal.
- D. Respondents should ensure that all required attachments are included in their proposal packet. This includes Attachment C, Attachment E, Attachment F, Attachment I.

3.3 SUFFICIENCY OF PROPOSAL

Respondents must submit a proposal which sufficiently address each requirement and service outlined in Section II. The Respondent shall provide information specifically describing their approach to providing each service listed, the manpower which will be devoted and required to fulfill each task, and the proposed

schedule of time required to complete each task. Respondent shall identify all employees by name who will participate in this contract and the nature and scope of the duties and responsibilities of each such employee this needs to be included in the Management qualifications. MDA reserves the right to determine which Respondents have met the basic requirements of this RFP, and to determine whether any deviation from the requirements of the specifications, terms, and conditions contained herein is merely minor or technical in nature. The right to accept Proposals which deviate in minor, immaterial or technical fashion is also reserved. Only those Respondents who have met the basic requirements of this RFP will be considered. Proposals which have not done so will be rejected. MDA reserves the right to reject any and all Proposals. Failure to meet any of the contractual obligations may result in cancellation of any award.

3.4 RESPONDENT'S ORGANIZATION AND CREDENTIALS

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

- A. Name of each staff member or subcontractor (if any) that the Respondent proposes to use in fulfilling its responsibilities (Management Factor).
- B. The submission of detailed statements which cite the qualifications of the Respondent as a whole, as well as the qualifications of each participating staff member fulfilling their responsibilities hereunder (Management Factor).
- C. The Respondent must specify the location of the organization's principal office and the number of executive and professional personnel employed at this office.
- D. The Respondent must specify the organization's size in terms of the number of full-time employees, the number of contract personnel used at any one time, the number of offices and their locations, and structure (for example: state, national or international organization).
- E. Name and the state of incorporation, if incorporated.
- F. The Respondent must provide a corporate description with sufficient information to substantiate proven expertise in the products and services being requested in this RFP.
- G. The Respondent must disclose any company restructurings, mergers, and acquisitions over the past five (5) years.
- H. Statement of the willingness of the Respondent to provide adequate on-site support as needed.
- I. Certification that the Respondent is in compliance with all current contracts.

3.5 PLAN TO IMPLEMENT SCOPE OF SERVICES

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

3.6 USE OF SUBCONTRACTORS

If the Respondent proposes to use one or more subcontractors, the Respondent must identify any proposed sub-contractors, describe the proposed roles and responsibilities of each, and provide at least one (1) reference for each. The Respondent must briefly summarize the sub-contractors (if any) and their reference projects and provide full detail in the reference.

3.7 REGULATORY RESTRICTIONS AND LITIGATION

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

3.8 COPIES OF PROPOSALS

Respondents shall mail or hand deliver two (2) hard copies of their sealed proposal as outlined below. Each Respondent shall also submit an electronic version of their proposal on a single identifiable USB Drive containing two (2) separate files: technical qualifications without any identifying information and Management Qualifications (which may contain identifying information). The procurement team, NOT the review team, overseeing this process will be the only ones with access to the USB Drive.

- A. Submit one hard copy of the sealed proposal-**Unredacted**
 - One original Technical document
 - One original Management document
- B. Submit one hard copy of the sealed proposal-**Redacted**
 - One original Technical document
- C. Submit a USB Drive with ALL redacted and unredacted documents.

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

3.9 ECONOMY OF PRESENTATION

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

3.10 DISCUSSIONS

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

3.11 COST OF DEVELOPING AND SUBMITTING PROPOSAL

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

3.12 PROPERTY OF MDA

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

3.13 ACCEPTANCE OF PROPOSALS

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

3.14 RFP DOES NOT CONSTITUTE ACCEPTANCE OF OFFER

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

3.15 PROPOSALS TO BE SIGNED AND SEALED

To prevent opening by unauthorized individuals, all Proposals must be submitted to MDA in a sealed in one or more envelopes or packages. The face of the envelope shall contain the date of proposal opening (**August 3, 2022**) and the words "**Do Not Open-Proposal to WC Redesign and Remodel RFP.**" Proposals that do not comply with these conditions are subject to rejection. The proposals shall be signed by an officer or agent of the Respondent who is empowered to bind it in a contract. If the proposal is signed by an agent, then written authorizations empowering the agent to bind the Vendor must accompany the proposal.

3.16 PRIMARY RESPONSIBILITY FOR DELIVERING SERVICES

The Vendor whose proposal is selected by MDA will be expected to assume immediate responsibility to MDA for providing the services of the redesign and remodel for the WC Redesign and Remodel RFP. Accordingly, the successful Respondent will be expected to designate a specific person(s) to work with MDA staff in making certain that all contract terms are strictly observed.

3.17 USE WARRANTY

It will be a requirement of this RFP, any duly issued purchase order, and any contract or other agreement executed between MDA and the successful Respondent, that the successful Respondent warrants the use of all items and products (including equipment, software, data storage, media, support services, etc.)

provided by the Respondent in conjunction with this RFP to function adequately and properly. If necessary, the Contractor shall, at their own expense, correct, repair, or replace all defective work and materials.

3.18 INFORMATION DESIGNATED BY THE CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information. Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of MDA shall result in the immediate termination of this agreement.

SECTION IV

SUBMISSION AND EVALUATION PROCESS

4.1 PROPOSAL SUBMISSION

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

- A. **Proposals must be received in the office of MDA in Jackson, Mississippi by August 3, 2022, 2:00 PM (CST).** Any proposals received after the deadline will not be considered. Proposals submitted by fax or electronic mail (email) only will not be considered. To prevent opening by unauthorized individuals, all copies of the proposal, including any and all attachments, must be sealed in one or more packages, and the packages must be marked, **“Do Not Open-Proposal to WC Redesign and Remodel RFP”**.

All Proposals must be submitted to MDA in a sealed envelope. The face of the envelope shall contain the date of proposal opening (August 3, 2022) and the words " Do Not Open - Proposal to WC Redesign and Remodel RFP." Proposals that do not comply with these conditions are subject to rejection. The proposals shall be signed by an officer or agent of the Respondent who is empowered to bind it in a contract. If the proposal is signed by an agent, then written authorizations empowering the agent to bind the Vendor must accompany the proposal.

Proposals must be submitted in writing to the following address:

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

- B. Respondents shall mail or hand deliver two (2) hard copies of their sealed proposal as outlined below. Each Respondent shall also submit an electronic version of their proposal on a single identifiable USB Drive containing two (2) separate files: technical qualifications without any identifying information and Management Qualifications (which may contain identifying information). The procurement team, NOT the review team, overseeing this process will be the only ones with access to the USB Drive.
- a. Submit one hard copy of the sealed proposal-**Unredacted**
 - One original Technical document
 - One original Management document
 - b. Submit one hard copy of the sealed proposal-**Redacted**
 - One original Technical document
 - c. Submit a USB Drive with ALL redacted and unredacted documents.

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

1. All Proposals should be submitted on 8 ½ x 11 paper.
2. The two (2) separate files; technical and management, should be clearly identifiable on the flash drive and in a searchable format, preferably PDF®.
3. Number each page of the proposal, multiple page attachments and samples should be numbered internally within each document and numbered in the overall page number sequence of the entire proposal. The intent of this requirement is that the Offeror submits all information in a manner so that it is clearly referenced and easily located.

4.2 EVALUATION REVIEW PROCESS – See Attachment A

All Proposal received in response to this RFP by the stated deadline will receive a comprehensive, fair, and impartial evaluation. An evaluation committee will evaluate the Proposals based on technical and management factors. For Proposals determined to be compliant and responsive to the RFP during Step I, consensus scoring will be used in the evaluation process (Step II using a 100-point scale). Consensus scoring involves a solidarity or general agreement of opinion among evaluators, based on information and data contained in the RFP responses. The evaluation of any proposal may be suspended and/or terminated at MDA's discretion at any point during the evaluation process at which MDA determines that said proposals and/or proposer fails to meet any of the mandatory requirements as stated in the RFP, the proposals are determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or MDA receives reliable information that would make contracting with the proposer impractical or otherwise not in the best interests of the State of Mississippi.

Step I – Minimum Information Required Compliance Phase (Weight-This phase of the evaluation is considered pass/fail)

Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration (See Attachment C).

A. Responsive Respondent

Respondent must submit a proposal, which conform in all material respects to this Request for Proposals, WC_REM08032022 as determined by MDA.

B. Responsible Respondent

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

C. Requirements

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

Step II – Total Evaluation Phase (100 points)

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

A. Technical Factors: (36 points) -scored blind

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

B. Management Factors: (29 points) – not scored blind

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

C. Price: (35 Points)

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

Step III – Contract Negotiation Phase

The MDA Chief Procurement Officer or his/her designee will contact the respondent with the proposal which best meets MDA's needs (based on factors evaluated in Step II and attempt to negotiate an agreement that is deemed acceptable to both parties. Upon completion of the evaluation of Proposals, the procurement team will determine the top scoring proposal and provide a recommendation to the OPSCR Board.

SECTION V

TERMS AND CONDITIONS

5.1 TERMS AND CONDITIONS – See Attachment D

Attachment "A"

EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS

- Step I is not scored and does not result in a ranking of Proposers. Rather, Step I is used to determine the responsiveness of the Proposer to the minimum information required for their proposal to continue on to Step II. Written proposals that include the minimum information required in this Solicitation will move on to Step II of the evaluation. Those written proposals that do not include the minimum information required in this Solicitation will be rejected immediately and will receive no further consideration. The minimum information required for Step I is set forth in **Section A** below.
- Step II is an evaluation of the Proposer's written proposal. Written proposals will be scored using the evaluation criteria set forth in **Section B** below.
- Each Offeror's Total Step II score will be ranked to determine the ranking of Offerors.
- MDA will make every reasonable effort to ensure consistency of the evaluation panel throughout the evaluation process. However, the MDA reserves the right to make substitutions and/ or changes to the evaluation panel as contingencies, availability of personnel, or the needs of MDA may require.

MDA reserves the right, but is not required, to conduct discussions with responsible Offerors whose proposals are determined to be reasonably susceptible to being selected for award. The discussion shall be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Revision of proposals may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. Based on total points received in Step II, all Offerors who are determined to be reasonably susceptible to being selected for award may be contacted for a best and final offer. As discussions and/or requests for best and final offers are not required, Proposers must take care to ensure that their initial written submissions respond fully to the requirements of the solicitation, are competitively priced and provide all information Proposers want to submit for consideration.

Notwithstanding the determination of the Offeror(s) and/or Awardee(s) as set forth herein, MDA reserves the right prior to execution of any contract to require the Offeror(s) and/or Awardee(s) to provide any and all such information as MDA deems necessary or proper to determine that the Offeror(s) and/or Awardee(s) are sufficiently responsible and has and can maintain all the necessary facilities, management capability, personnel, technical capability, financial resources, and integrity to ensure successful performance of any resulting contract(s). MDA may make such investigations deemed necessary and proper. MDA reserves the right to reject any offer if the evidence submitted by, or investigation of the Offeror(s) and/or Awardee(s) fails to satisfy MDA that the Offeror(s) and/or Awardee(s) are responsible and properly qualified to carry out the obligations of the contract(s).

A. Step I Minimum Information Required Compliance Phase (Weight-This phase of the evaluation is considered pass/fail)

Each Proposer shall include the following as part of its written proposal. Each proposer shall include the attached checklist (**Attachment C**) identifying the page number where each of the minimum information required identified below is located in the proposal.

1. State the name of the Offeror, the location of the Offeror's principal place of business and, if different, the place of performance of the proposed contract.

2. State the age of the Offeror's business and average number of employees over the past five (5) years.
3. Provide the abilities, qualifications, and experience of all persons who would be assigned to provide the required services.
4. Provide a listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past five (5) years.
5. Provide a plan, giving as much details as is practical, explaining how the services will be performed.
6. Provide the number of years the Offeror has been providing the products and services being proposed.
7. Provide a copy of the Offeror's most recent annual report, including consolidated balance sheets and related statements of income, stockholders' or partners' equity and changes in financial position, for each of the five (5) fiscal years preceding the end of the most recent fiscal year. The financial information listed above should be compiled, reviewed, and/or audited by a Certified Public Accountant.

Any proposal that fails to include any of the above information will be rejected immediately and will receive no further consideration by MDA.

B. Step II - Evaluation of Written Proposals (65 points)

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

1. The Plan for performing the required services. *A detailed narrative including ideas, procedures, strategies, action plans, milestones, and timelines that will be utilized to achieve the specific outcomes identified in the solicitation for services (Technical-18 points).*
2. Proposer's ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services. *A detailed narrative which demonstrates the skills, expertise, means, capability, and capacity to successfully perform the services identified in the solicitation, including certifications, demonstrated proficiency, competencies, and records of past performance of proposed staff that will be assigned to perform the services. This includes the ability of the Proposer to provide a work product that is legally defensible (Management 18 points).*
3. The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting. *A detailed narrative which demonstrates the possession of adequate personnel, equipment, and facilities to perform the services identified in the solicitation. The narrative should also include statements regarding the respondent's commitment and the staff's availability to perform the services identified in the solicitation within the timeframe specified in the solicitation (Management 11 points).*
4. The degree of completeness of response to the specific requirements of the Solicitation **(Technical 18 points).**

C. Step III - Cost Phase (35 points)

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

D. Award Decision

The Offeror(s) who receives the highest total score of all Offerors from Step II should be the Awardee(s) based upon offering the most advantageous combination of capability, qualifications, experience, and price as evaluated in accordance with the terms of this solicitation. If Step II scores are compiled and a tie occurs between the leading proposals which results in the agency being unable to clearly determine which proposer(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 will be the Awardee(s).

E. Contract Negotiations

MDA Procurement Officer will contact the Offeror(s) determined to be the Awardee(s) and attempt to negotiate an agreement(s) that are acceptable to both parties.

Attachment “B”

SCOPE OF WORK

The services will include, but not be limited to:

- A. Successful promotion of MDA’s Mission: MDA’s mission is to foster a strong state economy and vibrant communities through innovation, use and attraction of talent and resources to improve our citizens lives, and economic growth and opportunity through promotion and development of Mississippi as a tourism destination.
- B. Implements and develops—under the redesigned aesthetic—a strategy for tourist-friendly solutions to meet traveler’s needs, retrofit/upgrade existing spaces where staff and visitors interact, and provide content including but not limited to charging stations, state-of-the-art brochure racks, contemporary and accessible furnishings, and wall art by regional artists.
- C. Consult with the AUTHORITY to ensure the redesigned aesthetic works with the AUTHORITY’s plan to install information kiosks in all state Welcome Centers—including determining the footprint and location of the future kiosks at each Center to maximize kiosk functionality.
- D. Analyze and find solutions for signage and wayfinding throughout the building as needs emerge.
- E. Works as a liaison between the AUTHORITY and any third-party subcontractors regarding:
 1. the removal and transportation of all existing furnishings to DFA Surplus Property warehouse in Pearl, MS;
 2. cleaning, painting and repair of interior walls, ceilings, floors, and trim, as needed, following removal of existing furnishings.
 3. Purchase and installation of new furnishings including but not limited to:
 - i. Lamps / light fixtures / sconces
 - ii. Decorative items / plants / sculptures / books / objects
 - iii. Chairs
 - iv. Tables
 - v. Cabinets/Shelving units
 - vi. Display and promotional racks / furnishings
 - vii. Charging stations
 - viii. Seating areas / sofas / sectionals
 - ix. Modern blinds/curtains/ Window treatments
 - x. Wall art / wall hangings / mirrors / pictures

Attachment “C”

Minimum Information Checklist

Each proposer shall include the attached checklist identifying the page number where each of the minimum information required is located in the submitted proposal. This checklist shall be in front of the “Cost Data” page(s) in the proposal.

Included Write Y or N	Page Number	Minimum Information Required
		State the name of the Offeror, the location of the Offeror’s principal place of business and the number of executive and professional personnel employed.
		State the age of the Offeror’s business and average number of employees over the past five (5) years.
		Provide the abilities, qualifications, and experience of all persons who would be assigned to provide the required services.
		Provide a listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past five (5) years.
		Provide a plan, giving as much details as is practical, explaining how the services will be performed.
		Provide the number of years the Offeror has been providing the products and services being proposed.
		Provide a copy of the Offeror’s most recent annual report, including consolidated balance sheets and related statements of income, stockholders’ or partners’ equity and changes in financial position, for each of the five (5) fiscal years preceding the end of the most recent fiscal year. The financial information listed above should be compiled, reviewed, and/or audited by a Certified Public Accountant.
		If any identifying information is found within the Technical Proposal, the Respondent may be given one final opportunity to further redact the proposal. If after the second submittal any identifying information is contained within the proposal the respondent’s proposal may be disqualified from this procurement process. Redaction example - See Attachment L

Attachment "D"

GENERAL TERMS AND CONDITIONS:

1. APPLICABLE LAW

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

2. APPROVAL

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

3. AVAILABILITY OF FUNDS

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

4. REPRESENTATION REGARDING CONTINGENT FEES

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

5. REPRESENTATION REGARDING GRATUITIES

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

6. PROCUREMENT REGULATIONS

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

7. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

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

8. COMPLIANCE WITH LAWS

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

9. STOP WORK ORDER

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

- c. *Termination of Stopped Work*: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- d. *Adjustments of Price*: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

10. E-PAYMENT

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

11. E-VERIFICATION

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

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

12. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed

contract is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

13. PAYMODE

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

14. TERMINATION FOR CONVENIENCE

- a. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

15. TERMINATION FOR DEFAULT

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination").
- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the **contract was not in default under the provisions of this clause**, or **that the delay was excusable** under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, **be the same as if the notice of termination had been** issued pursuant to a termination for convenience.
- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

16. TERMINATION UPON BANKRUPTCY

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

17. MODIFICATION OR RENEGOTIATION

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

18. ANTI-ASSIGNMENT SUBCONTRACTING

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

19. ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the [agency] by the time and at the place specified for receipt of bids.

20. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

21. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Attachment "E"

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

1. **That the company understands and complies with the submission of an original version (unredacted) of the proposal and the "Blind" copy of the proposal.**

Indicate: Yes [] No []

2. That he/she has thoroughly read and understands this Request for Proposals, WC_REM08032022, and the attachments herein;

3. That the company meets all requirements and acknowledges all certifications contained in this Request for Proposals, WC_REM08032022, and the attachments herein;

4. That the company agrees to all provisions of this Request for Proposals, WC_REM08032022, and the attachments herein;

5. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Request for Proposals.

6. Employees not to benefit per Attachment F: Proposer certifies Employees Not to Benefit.

Indicate: Yes [] No []

7. Conflict of Interest: Per Attachment F: Proposer is/is not aware of Conflicts of Interest.

Indicate: Yes [] No []

8. Prospective Contractor's Representation Regarding Contingent Fees: Per Attachment F and Attachment I. Proposer has/has not retained anyone to secure this contract.

Indicate: Yes [] No []

Printed Name: _____

Company Name: _____

Signature: _____

Date: _____

Attachment "F"

MISSISSIPPI DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSALS FOR

WC Redesign and Remodel Professional Service Consultants

SUBMISSION FORM

RFP: WC_REM08032022

Company: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Email Address: _____

NOTE: It is the Proposer's responsibility to provide adequate information in their proposal package to enable MDA to ensure the proposal meets the required criteria. Items listed in the package shall be in the same order as listed in the specifications. Failure to do so could result in the rejection of the proposal.

EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, no employee of MDA, or members of his/her family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the act of awarding and/or executing this Contract.

CONFLICTS OF INTEREST

The Proposer [] is [] is not aware (*mark one box*) of any information bearing on the existence of any potential organizational conflict of interest.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective contractor represents as a part of such contractor's proposal that such contractor [] has / [] has not (*mark one box*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this Contract.

COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State of Mississippi and U.S. Federal laws and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses

to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

Signature Date: _____

Name (Printed): _____

Signature: _____

Title: _____

Attachment “G”

MISSISSIPPI DEVELOPMENT AUTHORITY

Policy and Procedures for Protest for IFB, RFP, RFQ, or Any other Competitive Procurement Process

A. Right to Protest

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Executive Director of the agency. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. If the tenth (10th) day falls on a weekend or State holiday the deadline shall be extended to the next business day.

B. Authority to Resolve Protests

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

C. Decision

The agency shall have ten (10) business days to conduct an investigation into the claims made by the aggrieved and shall issue a written response to the aggrieved. The agency, at its discretion, may solicit an outside entity to assist with or conduct the investigation if it is determined by the agency such action is necessary. In the event the agency solicits an outside entity to assist or conduct the investigation the agency shall have an additional five (5) business days to conduct the investigation.

D. Notice of Decision

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

E. Finality of Decision

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

F. Stay of Procurements During Protests

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

Filing of Protest

A. When Filed

Protests shall be made in writing to the Executive Director, and shall be filed in duplicate within ten (10) calendar days after the protestor knows or should have known of the facts giving rise thereto. A protest is

considered filed when received by the Executive Director. Protests filed after the ten (10) day period shall not be considered.

B. Subject of Protest

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

1. Failure to follow established policies and/or procedures regarding procurement as outlined in:
 - a. MDA policies or procedures
 - b. MDA rules for procurement
 - c. PSCRB Rules and Regulations, and/or
 - d. competitive bid documents (i.e. RFP, IFB, RFQ, etc.) as applicable;
2. Errors in computing scores which contributed to the selection of an Offeror other than the lowest and best bidder; or
3. Documented conflict of interest on the part of an evaluator.

C. Not Subject to Protest

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

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

D. Form

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

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

E. Requested Information, Time for Filing

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

F. Making Information of Protests Available

The Agency shall upon written request make available to any interested party information submitted that bears on the substance of the protest except where information is proprietary, confidential, or otherwise permitted or required to be withheld by law or regulation. Persons who wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted and indicating on the front page of each document that it contains such information. The availability of such information to third parties shall be in compliance with Mississippi Public Records Act, Miss. Code Ann. 25-61-1, *et seq.*

Effect of Judicial or Administrative Proceedings

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

Attachment "H"

MISSISSIPPI DEVELOPMENT AUTHORITY

Procedures for filing a post-award vendor debriefing

1. A vendor, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission, to be received by MDA within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify MDA and identify its attorney. MDA shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.
2. Unless good cause exists for delay, the debriefing should occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to MDA. MDA Procurement Officer shall chair the meeting, and where practicable, include other staff with direct knowledge of the procurement.
3. At a minimum, the debriefing shall include the following:
 - A. MDA's evaluation of significant weaknesses or deficiencies in the vendor's bid or proposal, if applicable;
 - B. The overall evaluated cost or price, and technical ranking, if applicable, of the successful vendor(s) and the debriefed vendor;
 - C. The overall ranking of all vendors, when any ranking was developed by MDA during the selection process;
 - D. A summary of the rationale for award; and,
 - E. Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.
4. Information MDA will not provide in a debriefing is: The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid, proposal, or SOQ with those of other offering vendors. Any written request by a vendor for nondisclosure of trade secrets and other proprietary data is subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1.

Attachment "I"

MISSISSIPPI DEVELOPMENT AUTHORITY

**REQUEST FOR PROPOSALS FOR
WC Redesign and Remodel Professional Service Consultants
RFP: WC_REM08032022**

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

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

Signature Date: _____

Name (Printed): _____

Signature: _____

Title: _____

Attachment “J”

EXAMPLE OF UNREDACTED VS REDACTED (BLIND)

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

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

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

UNREDACTED:

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

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

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

REDACTED:

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

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

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