MISSISSIPPI DEVELOPMENT AUTHORITY

REQUEST FOR QUALIFICATIONS (RFQ)
RFx Number: 3150006544

Tourism Branding/Marketing Campaign Consultants

CLOSING TIME AND DATE
Qualifications must be received by:
November 7, 2025, 10:00 AM CST

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

QUALIFICATIONS COORDINATOR
Shannon Smith, CMPA
Office of Statewide Strategic
Sourcing Telephone (601) 359-5198
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") – Visit Mississippi is soliciting written qualifications from skilled vendors for a professional services consultant to create a branding/marketing strategy and development to generate economic growth and opportunity through the promotion and development of Mississippi as a tourism destination. Visit Mississippi's mission also provides leadership and direction for the Mississippi Tourism Industry by fostering awareness of the industry's significance to enhance the image of Mississippi and the quality of life for Mississippians. Visit Mississippi would like to have a professional services consultant which would effectively brand and market the various tourism areas of the State of Mississippi.

The Contractor will be expected to assist agency staff in the development and implementation of short-term and long-term marketing/branding strategies and the plans for executing those strategies, including timelines, deliverables, and performance metrics. The Agency is seeking a Contractor that demonstrates that it is experienced in traditional communications and advertising, digital and social media marketing, publication development, cooperative promotions, consumer fulfillment, public relations, international marketing, tourism product development, offering capabilities and expertise in every communication discipline, and additional marketing services which may include the preparation of collateral materials, services for the planning of merchandising programs, direct response advertising services, sales promotions, and research services.

Contractor will also provide advertising support for additional initiatives which may arise during the term(s) of the Contract. The overall scope of work can also change depending upon market shifts within the State, product or industry needs which may also occur during the terms of the contract. Visit Mississippi requires the Contractor to be responsive and adaptable in increasing visitation and in addressing shifts in market conditions.

1.2 Procurement Timeline

Event	**Date/Time**
Request for Qualifications Issue Date	10/08/2025 10/15/2025
Questions and Requests for Clarification	10/21/2025 5:00 PM CDT
Anticipated Posting of Written Responses	10/24/2025
Qualifications Package Submission Deadline	**11/07/2025 10:00 AM CST**
Qualifications Opening/Evaluation:	11/07/2025 CST
Proposed Dates for Oral Presentation	12/18/2025
Anticipated Notice of Intent to Award	01/02/2026
PPRB Meeting for Approval	02/04/2026

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 RFQ.

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 RFQ in order to submit the best qualifications 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, Qualifications Coordinator
Telephone: (601) 359-5198
E-mail: osss@dfa.ms.gov

When submitting questions and requests for clarification, **"QUESTIONS- Tourism Consultants RFx # 3150006544",** should be the subject of the email. Question submittals should include a reference to the applicable RFQ section and be submitted in the format shown below:

No.	RFQ 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 RFQ. 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 RFQ 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 RFQ unless formally noticed and issued by the contact person as an RFQ amendment. Offerors are cautioned that any statements made by agency personnel that

materially change any portion of the qualifications document shall not be relied upon unless subsequently ratified by a formal written amendment to the qualifications document.

1.5.3 All vendor communications regarding this RFQ must be directed to the Qualifications 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 RFQ except the RFQ Coordinator listed on the cover page of this RFQ in the manner prescribed in Section 1.5. Unauthorized contact regarding the RFQ 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 Qualifications

At the Agency's sole discretion, an RFQ 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 qualifications during any step of the procurement process, even after negotiations have begun. Agency reserves the right to reject any and all qualifications if the Offeror takes exception to the terms and conditions of the RFQ 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 RFQ.
Reasons for rejecting individual qualifications or qualifications include but are not limited to:

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

- the proposal or qualifications were non-responsive to the solicitation;
- the offeror is deemed non-responsible;
- the qualifications or proposal 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.

Qualifications that include terms and conditions that do not conform to the terms and conditions in the RFQ document are subject to rejection as non-responsive. Further, submission of qualifications 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 qualifications prior to a determination by the Agency staff of non-responsiveness based on the submission of nonconforming terms and conditions.

1.8 Expenses Incurred in the Procurement Process

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 qualifications 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 qualifications 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 qualifications, or if an offeror does not produce a redacted version, the full qualifications 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 qualifications, 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 qualifications, the offeror certifies that it is not currently debarred from submitting qualifications 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 qualifications for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.

1.12 Offeror Investigations

Before submitting a qualifications, 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 qualifications 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 qualification, 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 qualifications, 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 qualifications 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:

https://www.dfa.ms.gov/mississippi-management-and-reporting-system-mmrs .

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 qualifications, or to facilitate arriving at a contract that will be most advantageous to the Agency. The Offeror may update its qualifications to reflect clarifications needed following discussions.

Discussions may be conducted with offerors who submit qualifications determined to be reasonably susceptible of being selected for award; however, qualifications may also be accepted without such discussions. Agency reserves the right to accept any qualifications 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 RFQ is comprised of the RFQ document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before the contract award. The attachments to this RFQ are made a part of this RFQ as if copied herein in words and figures.

1.18 Amendments

Agency reserves the right to amend the contents of this RFQ as it deems necessary. This RFQ, 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 RFQ to ensure their qualifications complies with any such amendments.*

1.19 Acknowledgement of Amendments

Offerors shall acknowledge receipt of any amendment to the RFQ in writing. The acknowledgement shall be submitted by signing and returning the amendment with the qualifications package, by identifying the amendment number and date in the space provided for this purpose on the qualifications 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 RFQ 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 qualification from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance 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 Qualifications

Agency reserves the right to reject any and all qualifications during any step of the procurement process, even after negotiations have begun. Agency reserves the right to reject any and all qualifications if the Offeror takes exception to the terms and conditions of the RFQ 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 RFQ.

1.22 No Obligation to Contract

The release of this RFQ does not constitute an acceptance of any submitted qualifications, 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 RFQ and any amendments, the offeror's qualifications, including, 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 RFQ 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 RFQ 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 RFQ for your review. Any contract entered into with the Agency pursuant to this RFQ 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 qualifications to be rejected as non-responsive. Qualifications which condition the qualifications based upon the State accepting other terms and conditions not found in the RFQ, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the qualifications will be given.

1.23.6 Term

The initial term of the contract resulting from the RFQ 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.

1.24 General References Throughout the RFQ

This RFQ, any amendment thereto, such as Questions and Answer document(s) and Summary of Pre-Qualifications 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 RFQ, 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 RFQ 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 RFQ 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 qualifications, 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.

1.29 Procurement Regulations

This solicitation 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.

SECTION 2: Scope of Services and Other Requirements

2.1 Scope of Services

This RFQ contemplates that the Agency will contract with the successful Respondent to be the professional service consultants for MDA – Visit Mississippi and the principal advisor and provider for the marketing strategy:

The Contractor will assist the Agency in the development and implementation of short-term and long-term marketing strategies and plans for executing those strategies. MDA staff will oversee the marketing of the Program. The proposed contractor will consult with staff in designing, planning, implementing, etc. Examples of efforts to distribute program information and marketing materials may include, but are not limited to:

2.1.1 Identifying Mississippi as a choice location for tourism and recreation in order to increase visitation. Visit Mississippi Program Areas and Core Areas of Focus: Consumer (Arts & Culture, Culinary, History, Music, Sports & Outdoor Adventure), Trade (Group Travel, Meeting and Convention), International, Film, and other ongoing initiatives and possible niche marketing as opportunities emerge.

2.1.2 Implementing and developing annual multidisciplinary strategic marketing and communications plan which includes traditional communications and advertising, digital and social marketing, publication development, cooperative promotions, consumer fulfillment, public relations, international marketing, tourism product development, offering capabilities and expertise in every communication discipline.

2.1.3 Print, broadcast, and digital platforms, including website development, video work for key branding and special projects, translation need for foreign languages, marketing brochures for current and new initiatives, booklets and reports, trade show display design and assistance, promotional and advertising collateral materials, collateral and displays for activations, other emerging needs or opportunities which arise from market-driven factors.

2.1.4 Advertising support for additional initiatives which may arise during the term(s) of the Contract. MDA – Visit Mississippi is the State of Mississippi tourism agency thus advertising agency support to proactively pursue emerging opportunities is required. The overall scope of work can also change depending upon market shifts with State, product or industry needs which may occur during the terms of the Contract. MDA – Visit Mississippi requires the proposer(s) to be responsive and adaptable in increasing visitation and in addressing shifts in market conditions.

2.1.5 Additional marketing services which may include the preparation of collateral materials, services for the planning of merchandising programs, direct response advertising services, sales promotion, and research services.

2.1.6 Developing and recommending marketing objectives and strategies.

2.1.7 Preparing and presenting comprehensive advertising media plans and monthly/quarterly/annual reports strategies and tactics for work completed.

2.1.8 Implementing approved plans through the creation of copy, artwork, and scripts.

2.1.9 Supervising the production of finished advertising materials and the placement of such materials in the media.

2.1.10 Developing and implementing direct marketing programs.

2.1.11 Other outreach initiatives as determined by the MDA – Visit Mississippi.

SECTION 3: Minimum Qualifications

3.1 **Prior Experience:** Offeror must have prior experience providing the requested services.

A. Offeror must have been in business and provided services similar in requirements and scale to those described in this RFQ for a minimum of five (5) years.
B. Offeror must have experience performing tourism or marketing work for a state agency within the past three (3) years.

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

3.2 **Mississippi Office Location:** Respondents must have or establish within 120 days of contract award an office in Mississippi. Respondents must certify that they have a Mississippi office and provide the physical location of the office or that they will establish a Mississippi office within 120 days of contract award.

3.3 **Financial Stability or Solvency:** By submitting qualifications, Offeror certifies that it is financially stable or solvent. If requested by the MDA/OSSS, within two (2) days of the request, Offeror shall demonstrate and maintain a **minimum available line of credit of $2million** to cover expenses that may arise during the contract term. Documentation from a federally insured financial institution verifying availability of the credit line must be provided upon request and prior to oral presentations. Offeror must be able to financially sustain multiple concurrent campaigns. **Pass/Fail Score**

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

3.4 **References:** A minimum score of six (6) on the Reference Score Sheet (Attachment F) from reference interviews by agency staff with two (2) Offeror references (for a total minimum scoring requirement of twelve (12) points). References should be entities for which the offeror has completed marketing services within the last five (5) years. One of the two must be a state agency for which the offeror has performed tourism and/or marketing work within the past three (3) years.

3.5 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 qualifications.

3.6 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.

3.7 The agency reserves the right to reject any qualifications 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: Qualifications Submission Requirements

4.1 Qualifications Submission Deadline

All qualifications submitted in response to this RFQ must be received by the Qualifications Coordinator listed on the cover page of this RFQ **no later than November 7, 2025, by 10:00 AM CST.**

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

4.2 Manner of Submission

Electronic Submission:

Qualifications **must be submitted via email** in the manner described below by the submission date and time established herein **to both of the following email addresses**. Electronic submissions must be in PDF format and should be no more than five (5) megabytes (MB) in size. The Vendor is responsible for ensuring the file size complies with this limitation.

OSSS@dfa.ms.gov
Shannon.Smith@dfa.ms.gov

When submitting qualifications, **"QUALIFICATIONS-Tourism Branding/Marketing RFQ RFx #3150006544"**, must be the subject for the email. Qualifications 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 qualifications 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 Qualifications 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 Qualifications, or if an Offeror does not produce a redacted version, the full Qualifications 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 No Password Protected Files: 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 submission shall consist of the following:

a. One (1) electronic copy of the complete qualifications package, including all attachments in the form as required herein, and
b. If applicable, one (1) Redacted electronic copy of the complete qualifications including all attachments in the form as required herein.

4.6 Qualifications Opening

Qualifications will be opened in the presence of at least two (2) Agency officials. Qualifications *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 Qualifications 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 Qualifications

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

5.2 In printed form, qualifications 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 qualifications need not comply with font and margin restriction. 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.

5.3 The qualifications will consist of two (2) parts: **Written Management Qualifications and Oral Presentation (applicable only to the top three (3) scorers). MDA has set the price. No cost submission is required. However, Offeror must submit a Price Acknowledgment Form to be considered for award.**

General Content

MDA is looking for confirmation from the respondents that they understand the target markets and have the ability to produce creative that is exceptional as well as adaptable. In preparing its qualifications, Respondent should show how the agency is cross-functional, and experienced in media buying, account management, writing, design, production (print and electronic), social media, mobile marketing, content management, all across a fully integrated marketing program.

A. WRITTEN MANAGEMENT QUALIFICATIONS

Section 1: Cover Sheet (Attachment A) and Questionnaire (Attachment B): Failure to complete and/or sign may result in Offeror being determined non-responsive.

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.

Section 2: Detailed Management Qualifications
Provide a detailed description of the management plan for the requested services. Offeror should include the following information:

a) **Company Background and Experience**-Provide information about the Offeror. Offeror should include:
   1) 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) The age of the Offeror's business and average number of employees over the past 3 years, as specified in the Request for Qualifications;
3) A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past 3 years, as specified in the Request for Qualifications.

b) **MDA Team: Key Staff and Resumes**- Provide information about the team that will work with Visit Mississippi. This should include:
   1) The submission of detailed statements which cite the qualifications of the Respondent as a whole, as well as the qualifications of each participating staff member within the firm fulfilling their responsibilities hereunder.
   2) A description of the abilities, qualifications, and experience (including the number of years, in providing communications and marketing services) of all persons who will be assigned to provide the required services
   3) An organization chart of the firm and indicate the position of each of the above personnel.
   4) The name of person(s) who will be assigned major roles in the fulfillment of the work obligations outlined in the Scope of Services and resumes for such should be provided.
   5) The name of proposed dedicated account manager, the person who will only manage the Visit MS account and serve as the main point of contact for Visit Mississippi.

c) **Use of Subcontractors-**If Offeror proposes to use one or more subcontractors, the qualifications 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.

d) **Mississippi Campaign**- Qualifications shall include proposed campaign assets, images and designs for print, video and digital media. This shall include designs for an annual or multi-year tourism campaign, including but not limited to print and digital advertisements and commercial storyboards that can be adapted to target the primary areas of arts & culture, culinary, history, music, sports and outdoor adventure, and niche markets including gaming and family-friendly

B. ADDITIONAL DOCUMENTS

Section 3: References-Provide a minimum of three (3) organizations, to serve as references. Include the name of organization or client, grant/project title, name, title, telephone number, and email address of the project manager. The agency must be able to interview at least two (2) references for a total of 12 points. References should be entities for which the offeror has completed marketing services within the last five (5) years. One of the two must be a state agency for which the offeror has performed tourism and/or marketing work within the past three (3) years. ***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 as described above within 48 hours of initial contact or offeror may be disqualified.

Section 4: Required Attachments-Please include Attachments that have been signed if signature is required.

1. Signed Acknowledged Amendments
2. Price Acknowledgment Form (Attachment C)
3. Minimum Qualifications Certification (Attachment H)

SECTION 6. Evaluation and Award

Qualifications will be evaluated in accordance with the criteria set forth in this RFQ.

All qualifications received in response to this RFQ by the stated deadline will receive an evaluation. The evaluation of any qualifications 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 qualifications and/or Offeror fails to meet any of the mandatory requirements as stated in this RFQ, the qualifications are 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. Offeror's qualifications may be rejected and excluded from further consideration of award.

6.1 **Minor Informalities:** Minor informalities are matters of form rather than substance; are evident from the proposal or qualification; are insignificant mistakes which can be waived or corrected without prejudice to other offerors; and the effect of a correction on price, quantity, quality, delivery, or contractual conditions is negligible. The Agency may waive such informalities or allow the offeror to correct them depending on which the Agency determines is in its own best interest and does not prejudice the other offerors.

If insufficient information is submitted by an offeror with the qualifications for the Agency to properly evaluate the qualifications, the Agency has the right to require such additional information as it may deem necessary after the time set for receipt of qualifications, 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 qualifications determined to be reasonably susceptible of being selected for the award, but qualifications may also be accepted without such discussions.

6.3 Agency intends to evaluate Offerors' qualifications as described below: .

6.3.1 **Step I: Compliance Review: Determination of Responsive and Responsible Offerors (Pass/Fail)**

During this initial phase of the evaluation process, all qualifications received are reviewed to determine whether the offeror is responsive and responsible. In order to determine which offerors are responsive and responsible, the Agency official conducting the procurement shall evaluate: (1) whether each offeror was responsive and provided all information in the format required by the RFQ; (2) whether each offeror is responsible and objectively meets the minimum qualifications set forth in the RFQ.

Compliance requirements are not assigned a point percentage or score but are simply recorded as **Pass or Fail**.

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 RFQ requirements may result in the qualifications being eliminated from further consideration.

A. Responsive Respondent

Offeror must submit qualifications that conform in all material respects to this RFQ, as determined by the Agency.

- ***Nonconforming Terms and Conditions*:** A qualifications response that includes terms and conditions that do not conform to the terms and conditions in the qualifications 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 qualifications response prior to a determination by the MDA of non-responsiveness based on the submission of nonconforming terms and conditions.

- ***Conditioning Qualifications Upon Other Awards*:** Any qualifications submission 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 qualifications 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 RFQ requirements may result in the qualifications being eliminated from further consideration.

Qualifications can be found non-responsive, non-responsible, and/or rejected during any phase of the evaluation and/or award.

6.3.2 <u>Step II: Evaluation of Written Management Qualifications- Evaluation Factors and Their Relative Importance (Total of 80 out of 200 points available)</u>

During this phase, written submissions will be reviewed and analyzed by an evaluation committee through the process of consensus scoring. Written qualifications will be reviewed and scored in accordance with the stated criteria, the relative significance of which is stated, for how well the qualifications demonstrate the offeror's ability to

adequately meet the needs of MDA.

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

Management Component: 0-80 Points total

1. Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, minority participation, etc.) This includes the ability of the Proposer to provide a work product that is legally defensible **(CRITICAL 0- 40 pts.)**.
2. The personnel, equipment, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting **(VERY IMPORTANT 0-25 pts.)**.
3. The degree of completeness of response to the specific requirements of the Solicitation **(VERY IMPORTANT 0-15 pts)**.

6.3.3 Step III: Oral Presentations- Evaluation Factors and Their Relative Importance (Total of 120 out of 200 points available)

The Offerors whose written qualifications are ***among the top three (3) scores in Step II*** will be deemed Offerors invited to advance to Step III of the evaluation process. Step III is evaluated based solely on the information, both oral and written, presented in the Step III Oral Presentation process. Each Offeror will receive notice of the date and time at which it shall make an Oral Presentation. **Offerors advancing to Step III must make their Oral Presentations at the date and time established by the MDA as stated in *1.2 Procurement Timeline***, however, MDA reserves the right to set Oral Presentations, including the specific dates and times for each Offeror's presentation, at its discretion**.**

Each Offeror participating in Step III will be allowed up to 50 minutes for their presentation and the presentation will be followed by a 15-minute question and answer period. ***Failure of an Offeror to attend its Oral Presentation as scheduled by the MDA shall result in rejection of the Offeror's qualifications and continued participation in the procurement***.

Oral Presentations shall be evaluated, along with Offeror's responses to questions posed during and as part of the Oral Presentation process, and scored in accordance with the following criteria, the relative significance of which is stated:

1. **The Mississippi Story:** Demonstrate how your agency will tell the Mississippi story, grow Mississippi Tourism, and generate significant ROI. **(Critical 0-40points)**
2. **Vacation in Mississippi**: Show us how your agency is competent to market Mississippi as a travel/vacation destination. To what extent did the Offeror

demonstrate how the agency is competent to market Mississippi as a travel/vacation destination. **(Critical 0-20 points)**

3. **Prior Campaign**: Offerors shall provide no fewer than two (2) and no more than three (3) prior tourism/marketing campaigns completed within the last three (3) years. For each campaign submitted (maximum 3–5 pages per campaign), Offerors must include objectives and target markets, channels/tactics used (e.g., video, print, digital), strategy overview, measurable results with numbers reflecting effectiveness and outcomes, and budget range. **(Critical – 0 to 30 points)**
4. **Cross functionality**: Show us how your agency is cross functional, media buying, account management, writing, design, production (print and electronic), social media, web design, web programming, mobile marketing, content management, all across a fully integrated marketing program. **(Critical 0-30 points)**

Any additional examples or insights into your choice may be included in your presentation provided the Offeror does not exceed the time allotted for the presentation.

Each Offeror may receive, in advance of the Oral Presentations, statements of the areas of information and/or demonstration to be presented at Oral Presentations in addition to the above stated criteria. Also, at Oral Presentations, Offerors may be required to answer questions by some or all members of the Evaluation Panel. Questions by members of the Evaluation Panel may be directed at the content of the Offeror's presentation or to other information deemed necessary to evaluate the Offeror in accordance with the four criteria set forth in this Section 3.D. Each Offeror's Oral Presentation and responses to questions from the Evaluation Panel shall be used to score each Offeror in Step III under the above criteria.

6.3.4 Finalize Contract

MDA will contact the offeror with the qualifications which best meet 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 RFQ 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 qualifications are determined in writing, to be the most advantageous to the State/MDA

taking into consideration price and the evaluation factors set forth in the RFQ. 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

QUALIFICATIONS COVERSHEET

Qualifications are to be submitted, in accordance with *Section 4 Qualifications Submission Requirements*, on or before **10:00 AM CST, November 7, 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 RFQ:

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 RFQ?

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. 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.

5. 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 on organizational and directional terms.

Attachment C

PRICE ACKNOWLEDGEMENT FORM

With this form, our firm hereby acknowledges and agrees that the blended hourly rate (the same cost per hour regardless of service) for the duration of the contract and any allowable renewal is set as $100/hour.

Furthermore, we acknowledge that the media commission is set at 10% for traditional media placements and 6% for digital media placements for the duration of the contract and any allowable renewal.

PRINTED Name of Offeror/Representative	
Signature:	
Date:	

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

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 Qualifications and Attachments thereto;

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

3. That the company agrees to all provisions of the Request for Qualifications 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 qualifications, the Offeror certifies that it is not currently debarred from submitting qualifications 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 qualifications 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 qualifications, 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, REPRESENTATION REGARDING CONTINGENT FEES:** By responding to the solicitation, the offeror 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 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 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. Offeror 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 QUALIFICATIONS AS A PUBLIC RECORD:** Offerors shall acknowledge which of the following statements is applicable regarding release of its qualifications document as a public record. An 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 qualifications, Offeror has submitted a second copy of the qualifications 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 qualifications 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 qualifications document at any time as a public record without further notice to Offeror. An Offeror who selects this option but fails to submit a redacted copy of its qualifications may be deemed non-responsive.

    - ☐ Offeror hereby certifies that the complete unredacted copy of its qualifications 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 qualifications as provided in Mississippi Code Annotated § 25-61-9(1)(a). The qualifications contain 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 qualifications may be deemed non-responsive.

Offeror acknowledges, the redacted version of the qualifications, or if an Offeror does

not produce a redacted version, the full qualifications 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 RFQ. Please list the amendments acknowledged by the amendment number and date:

_____

Company Name: _____

Printed Name of Representative:_____

Date:_____

Signature: _____

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

Attachment E

REFERENCES

Offeror should submit at least three (3) references but may submit as many references as desired by submitting as many additional copies of Attachment E, References, as deemed necessary. References will be contacted until two references, one of which must be a state agency for which the offeror has performed tourism and/or marketing work within the past three (3) years, 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
RFx #3150006544
RFQ for Tourism Branding/Marketing Campaign Consultants
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 Marketing Services when you called?	Yes	No
Satisfied with the Marketing Services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling Marketing Services?	Yes	No
Were the Marketing 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 Qualifications 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.

Attachment H

OFFEROR MINIMUM QUALIFICATIONS CERTIFICATION

REQUEST FOR QUALIFICATIONS (RFQ)
Tourism Branding/Marketing Campaign Consultants
RFx# 3150006544

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 RFQ 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 RFQ for a minimum of five (5) years.		
B. Offeror must have experience performing tourism or marketing work for a state agency within the past three (3) years.		
Mississippi Office:		
Offeror certifies that it currently has an office in Mississippi at the following location:		
Offeror certifies that it DOES NOT currently have an office in Mississippi but will establish an office in Mississippi within 120 days of Contract Award.		
Financial Stability or Solvency:		
Offeror confirms that it is financially stable/solvent. Offeror can demonstrate and will maintain a **minimum available line of credit of $2 Million** to cover expenses that may arise during the contract term.		

Offeror will provide documentation from a federally insured financial institution verifying the availability of the required credit line upon request and prior to oral presentations.		
References:		
Offeror has provided contact information for at least three (3) references for which the Offeror has completed services within the last five (5) years. (Offeror may provide additional references)		
As required by the RFQ, one (1) of the three references submitted is a state agency for which the offeror has performed tourism and/or marketing work within the past three (3) years. (Offeror may submit more than one reference from a state agency)		
Offeror understands that it may be disqualified if MDA cannot contact at least two (2) required references and 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.