

**MISSISSIPPI OFFICE OF THE STATE
TREASURER**



REQUEST FOR PROPOSALS

Communications and Marketing Consultants

RFP# - 3120003221

September 11, 2025

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SECTION I GENERAL INFORMATION FOR RESPONDENTS

1.1 PURPOSE OF RFP

The Office of the State Treasury (OST) is soliciting written proposals from qualified Vendors for the purpose of serving as communications and marketing consultants for the Office of the State Treasurer, including the Executive Office, the Mississippi Prepaid Affordable College Tuition Program (OST), the Mississippi Affordable College Savings Program (MACS), Unclaimed Property, and all other operations of the Office. The consultants shall be responsible for public affairs, media relations, digital and social media communications and advertising, direct mail marketing, and telephone marketing.

1.2 OVERVIEW OF THE OST AND THE RESPONSIBILITIES OF THE COMMUNICATIONS AND MARKETING CONSULTANTS

The responsibilities of the Office of the State Treasurer include managing the State's financial resources, overseeing the wise investment of funds, and searching for new opportunities to enhance the State's economy. Specific program responsibilities include the issuance of state debt, the timely payment of principal and interest on the State's bond and note obligations, and receiving, disbursing, and investing state funds. The Office also manages programs that affect Mississippians on a personal level, including the return of unclaimed property to its rightful owners and financial programs that help Mississippi families save for college. The program objectives of the Office of the State Treasurer are accomplished, in part, by effectively advertising and marketing the various benefits of said programs.

The Contractor shall be expected to assist agency staff in the development and implementation of annual and long-term communications and marketing strategies and the plans for executing those strategies. The Contractor shall be experienced in radio, television, and social media advertising, including creation and production of commercials; internet marketing; website design and maintenance; and marketing to civic organizations and at community events.

The unique nature of programs at the Office of the State Treasurer, including the College Savings Programs and Unclaimed Property Initiative, requires a level of technical communications and marketing skill, vision, and creative staff to effectively market agency programs statewide.

1.3 GLOSSARY OF TERMS

- A. Agency – The Office of the State Treasurer (OST) and its Programs, referred to interchangeably as “Agency” or “OST”.
- 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 proposal to meet the requirements of this RFP.

- C. Contractor - The successful Respondent who is awarded a contract as a result of this RFP.
- D. CPSM – The College Savings Plans of Mississippi
- E. Regulations – The Mississippi Personal Service Contract Review Rules and Regulations. Available at www.dfa.ms.gov.
- F. Respondent - Any firm, group, or person who submits a proposal to OST in response to this RFP (may also be referred to as Vendor).
- G. Procurement Officer – Any agency personnel duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also included an authorized agency representative acting within the limits of authority.
- H. Proposal - All materials submitted by Respondents in response to this RFP.
- I. RFP - Request for Proposal.
- J. State - The State of Mississippi and its departments, agencies, boards, commissions, officials, consultants and employees.
- N. State Treasurer - The Treasurer of the State of Mississippi.
- O. Award - Award shall be made to the responsible Respondent whose proposal is determined in writing to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.

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 OST by the time and at the place specified for receipt of amended proposals.

1.5 TIMETABLE

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

- A. RFP to be issued on or before September 11, 2025.
- B. Each respondent must submit three (3) separate electronic proposals: a technical proposal without any identifying information; a cost proposal without any identifying

information; and a management proposal, which may contain identifying information. These three (3) proposals are due on or before October 14, 2025, at 3:00 PM (CDT).

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

Please email all responses on or before October 14, 2025, at 3:00 PM (CDT) to:

Theresa Abadie, Comptroller
Office of the State Treasurer
Theresa.Abadie@treasury.ms.gov

1.6 PROPOSAL DEADLINE

It is the vendor's responsibility to ensure that its electronic proposal is delivered to OST no later than 3:00 PM (CDT) on October 14, 2025. All proposals will be opened at that time. Late proposals will not be accepted.

1.7 NEWS RELEASES

The Office of the State Treasurer 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 OST, its customers/clients, and the Contractor. Such contract is not for the benefit of any third party or person.

1.9 STANDARD CONTRACT

OST 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 OST's legal counsel 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 Personal Services Contract Review Agency before final implementation.

1.10 PERIOD OF CONTRACT

The duration of any contract resulting from this RFP shall be for a period of three (3) years, with two (2) optional one-year renewals, contingent upon acceptable performance by the Contractor and sufficient monies being appropriated by the State Legislature.

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

1.11 INVOICING INFORMATION

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

1.12 TYPE OF CONTRACT

This contract will be a fixed price contract with payments made upon completion of tasks identified by each component identified within the proposal.

1.13 OWNERSHIP OF MATERIALS

All materials and data produced for the Agency under a contract resulting from this RFP shall be owned by OST 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 OST and the OST shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The OST 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 OST shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

1.15 SECURITY / NONDISCLOSURE STATEMENT

Notwithstanding any provision to the contrary contained herein, it is recognized that OST 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 OST pursuant to the agreement, OST shall

promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

SECTION II SCOPE OF SERVICES REQUESTED

2.1 REQUIRED SERVICES

This RFP contemplates that the Agency will contract with the successful Respondent to be the communications and marketing consultants for the OST and its Programs and the principal advisor and provider for the following specified services:

2.1.1 MARKETING STRATEGY

The Contractor shall be expected to assist the Agency in the development and implementation of annual and long-term marketing strategies and plans for executing those strategies.

OST staff would oversee the marketing of each Program. The proposed contractor would consult with staff in designing, planning, implementing, etc. Examples of efforts to distribute program information and marketing materials may include, but not be limited to:

- A. Advertising through, radio and television.
- B. Creation of commercial creative and production of spots.
- C. Assist with Internet Marketing Campaigns.
- D. Marketing to civic organizations and community events.
- E. Marketing to employers in the state and promotion of college savings plans as an employee benefit.
- F. Marketing to communities in the state to bring awareness of the Unclaimed Property program and help citizens find and claim their unclaimed property.
- G. Display & booth set up at conventions, association meetings, fairs, etc.
- H. Assist with updates to the Treasury website.
- I. Public affairs and media relations for the Executive Office.

- J. Assist with direct mailings to targeted groups
- K. Assist with advertising through sports marketing entities.

2.1.2 MARKETING MATERIALS DESIGN

The Contractor shall develop and create tag lines readily identified by the public for use by each Program. All marketing tag lines and slogans must be approved by the OST.

Contractor will design and assist OST staff in the production of printed marketing materials, which may include, but not be limited to, the following:

- A. The Mississippi Prepaid Affordable College Tuition Enrollment Booklet. The booklet contains Program application, description, rules, disclosure and forms.
- B. Single Sheet Flyers for distribution by Unclaimed Property and CPSM in a variety of outlets, conventions, emails, payroll deduction benefit fairs, magazines, newspapers, social media, etc.
- C. Fold-Over brochures for distribution by Unclaimed Property and CPSM at conventions, banks, libraries, etc.
- D. Posters and display stands advertising Unclaimed Property and CCSM.
- E. Banners announcing Unclaimed Property and CPSM suitable for display at Fairs and Conventions, etc.

The OST staff may request production of the above listed materials be completed by the Respondent. However, OST staff reserves the right to produce materials by means of competitive written bids in accordance with Mississippi Code Annotated 31-7-13.

2.1.3 EVALUATION OF COMMUNICATION AND MARKETING RESULTS

At the conclusion CPSM enrollment period or Unclaimed Property event, the Contractor shall conduct awareness and buyer research as requested by OST to aid in developing subsequent strategies and campaigns.

The contractor shall provide oral and written reports on their work, suggestions or conclusions at such frequency as requested by the Agency or the State Treasurer.

2.2 EXPERIENCE

- A. Respondent must have at least five (5) years' experience in communications and marketing.

SECTION III INFORMATION REQUIRED FROM RESPONDENTS

3.1 MINIMUM INFORMATION TO BE INCLUDED IN THE PROPOSAL

- A. The name of the consultant and all principals, the location of the consultant's primary place of business and, if different, the place of performance of the proposed contract;
- B. The age of the consultant's business and average number of employees over a previous period of time, as specified in the Request for Proposal;
- C. The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
- D. A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the Request for Proposal; and,
- E. A plan giving as much details as is practical explaining how the services will be performed.

3.2 PROPOSAL FORMAT

- A. Each proposal must address in writing each requirement in all sections of this RFP and must be in the same format and sequence as the details presented herein. The requirements stated in this RFP should be considered mandatory unless otherwise stated. Any failure to respond to a specific requirement may be the basis for a Respondent being eliminated from consideration.
- B. The Agency reserves the right to accept or reject any proposal and/or part thereof and to award the issuing contract in the best interest of OST, 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 addressed in detail in the proposal.

3.3 SUFFICIENCY OF PROPOSAL

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

OST 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. OST 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 FEE INFORMATION

All Respondents shall provide detailed price per hour for each type of consulting service to be provided and for each category/level of staff to be involved. Pricing for media placement and buying services should clearly delineate any commissions or fees to be charged based on the amount of media purchased, including any volume breakpoints or discounts. Production charges should delineate cost per unit produced and any details that describes how the charge was formulated. All charges must be identified, the basis for determining these charges, and how these charges are applied. Respondents should also clearly indicate any additional quantity price breaks available to the Agency for quantities of consulting time used.

3.5 RESPONDENT'S ORGANIZATION AND CREDENTIALS

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

- A. Name of each staff member or subcontractor (if any) that the firm proposes to use in fulfilling its responsibilities.
- B. The submission of detailed statements which cite the qualifications of the Respondent as a whole, as well as the qualifications of each participating staff member within the firm fulfilling their responsibilities hereunder.

- C. Description of the experience of staff, including the number of years, in providing communications and marketing services. Experience in marketing financial services products or similar investments, while not required, should be clearly noted.
- D. Organization chart of the firm and indicate the position of each of the above personnel.
- E. Name of person(s) who will be assigned major roles in the fulfillment of the work obligations outlined under Section II and resumes for such should be provided.
- F. Statement of the percentage of time that each person will be available to perform the work under the contract.
- G. Statement of the willingness of the Respondent to provide adequate on-site support as needed.
- H. Names of customers currently using similar skills, services, and products of the Respondent as identified in this RFP. The name of a contact person, title, address, and telephone number for each customer shall also be specified. OST reserves the right to contact each reference listed in the Respondent's proposal.
- I. Certification that the Respondent is in compliance with all current contracts.

3.6 QUALITY MANAGEMENT PRACTICES

Each Respondent shall describe its quality management practices and achievements in same. Respondent shall include examples of current quality reporting.

3.7 PLAN TO IMPLEMENT SCOPE OF SERVICES

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

3.8 USE OF SUBCONTRACTORS

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

3.9 REGULATORY RESTRICTIONS AND LITIGATION

Each Respondent must describe in detail any past or pending regulatory restrictions, consent orders, or litigation to which the Respondent's firm or any of its principals, owners, directors, or officers have ever been a party. Proposal must indicate if any principals, owners, directors, or officers have been convicted of a felony. If so, a detailed description of each incident must be included.

3.10 ECONOMY OF PRESENTATION

Each proposal shall be prepared simply and economically providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirement of the RFP. Two or more firms may submit joint proposals to this RFP provided one firm is designated as the Respondent and the other firm(s) is designated as subcontractors to the Respondent.

3.11 DISCUSSIONS

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

3.12 COST OF DEVELOPING AND SUBMITTING PROPOSALS

Neither the Agency, the State Treasurer, nor the State of Mississippi is liable for any of the costs incurred by a Respondent in preparing or for submitting a proposal in response to this RFP.

3.13 PROPERTY OF OST

All proposals become the property of OST upon receipt and will not be returned to the Respondent once opened. OST 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.

3.14 ACCEPTANCE OF PROPOSAL

The Agency reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP which does not affect the price of the proposal or give one respondent an advantage or benefit not enjoyed by other respondent or adversely impact the interest of the Agency. 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. The Agency reserves the right to award by item, part or portion of an item, group of items or total proposal.

3.15 RFP DOES NOT CONSTITUTE ACCEPTANCE OF OFFER

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

3.16 FACILITIES

The State may enter a Contractor's place of business to:

- A. Inspect services for acceptance by the State pursuant to the terms of contract;
- B. Audit cost or pricing data or audit the books and records of any Contractor or subcontractor pursuant to Section 3-602 (Right to Audit Records) of these Regulations; and,
- C. Investigate in connection with an action to debar or suspend a person from consideration for award of contracts pursuant to Section 5-101 (Authority to Debar or Suspend).

Mississippi contracts may provide that the State may inspect services at the Contractor's or subcontractor's facility and perform the tests to determine whether they conform to solicitation requirements or, after award, to contract requirements and are, therefore, acceptable. Such inspections and tests shall be conducted in accordance with the terms of the solicitation and contract.

Inspections or tests shall be performed so as not to unduly delay the work of the Contractor or subcontractor. The presence or absence of an inspector shall not relieve the Contractor or subcontractor from any requirements of the contract.

When an inspection is made in the place of business of a Contractor or subcontractor, such Contractor or subcontractor shall provide without charge all reasonable facilities and assistance for the safety and convenience of the person performing the inspection or testing.

Inspection or testing of services performed at the place of business of any Contractor or subcontractor shall be performed at reasonable times.

3.17 PRIMARY RESPONSIBILITY FOR DELIVERING SERVICES

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

3.18 USE WARRANTY

It will be a requirement of this RFP, any duly issued purchase order, and any contract or other agreement executed between OST 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.

3.19 TRADE SECRETS/ PROPRIETARY DATA

Respondents may designate those portions of the proposal which contain trade secrets or other proprietary data which may remain confidential in accordance with Mississippi Code Annotated §22-61-9 and §79-23-1.

SECTION IV EVALUATION

4.1 PROPOSAL SUBMISSION

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

4.2 EVALUATION CRITERIA

If a Respondent does not meet all the requirements set forth in this RFP, the Respondent's proposal will be rejected by the Evaluation Committee as non-responsive. Written proposals and oral presentations will be evaluated and judged by the Evaluation Committee. Minimum required score of 80 points out of 100 is based on the following criteria:

A. Technical - 30%

1. 15% - Proven history and experience in dealing with specialized projects. Due scope of services provided by OST, expertise in managing specialized marketing programs that touch multiple markets is desired. Experience in market research and direct marketing campaigns to target certain demographics is preferred.
2. 10% - Knowledge of emerging marketing strategies with the desire to relay that to the client to broaden our understanding and scope of our target markets to better reach and communicate with our constituents.
3. 5% - Staff dedicated to creative with at least 5 years of experience in graphic design for large marketing campaigns that vary in interest and target markets. Staff specialized in analytics to assist in breaking down market research and developing creative approaches agency marketing that targets the demographics noted in analytics.

B. Cost - 35%

1. Relative comparison of the cost to firm quality of expertise and scope of services provided from other similarly scored proposals and firms.

2. The selected vendor would be paid by the Agency on a monthly basis as invoices are received for rendered services. Cost projections and budget reports will be reviewed periodically to ensure budget for contract is not exceeded. The agency will pay an agreed-upon specific amount for a completed activity, regardless of how many hours more or less it takes to complete said activity. For example, if a vendor must redesign a website, they will be paid for the redesign of the website as a singular project price, regardless of the hours involved.

C. Management - 25%

Submission of detailed statements which cite the qualifications of respondents as a whole as well as the qualifications of each participating staff member (to be listed separately, including subcontractors) within the firm and must include the experience of staff (number of years in providing marketing and advertising services). Organizational chart of firm and personnel involved must be provided along with statement of percentage of time each person will be available to perform work for OST.

D. Interview – 10%

4.3 EVALUATION REVIEW PROCESS

- A. OST staff will develop a log of all Respondents and the date and time their proposals were received.
- B. OST staff will open all proposals and determine if proposals are unacceptable, non-responsive, or non-responsible and immediately send written notices to Respondent proposals that fall within these categories explaining why their proposals were categorized as unacceptable, non-responsive, or non-responsible.
- C. The Evaluation Committee will review all acceptable proposals and complete an objective evaluation of each proposal.
- D. OST staff will develop the Evaluation Tally Sheet based on Evaluator rankings which will indicate up to three of the highest-ranking Respondents.
- E. Respondents who score above the minimum score of 80 will be contacted to make oral presentations (interview) to the Agency. If an oral presentation is required, Respondent shall include, at a minimum, the following: representative(s) of the Respondent, person(s) able to answer the Evaluation Committee's questions regarding the written proposal, and the actual person(s) who will be responsible for the communications and marketing consulting for OST.
- F. After presentations, the Agency will rank up to three finalists and select the most qualified finalist.

- G. OST shall negotiate a contract with the selected vendor(s).
- H. If a satisfactory contract cannot be reached, OST will authorize negotiations with the second most qualified finalist.
- I. All Respondents, successful or unsuccessful, may request a post-award Vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A Respondent debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a Respondent prefers to have legal representation present, the Respondent must notify the agency and identify its attorney. The agency 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.
- J. However, 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 OST and the State of Mississippi. The information submitted by any Respondent will be used by the Agency for a technical and cost evaluation. The Agency reserves the right to use any other information which it obtains in order to evaluate the proposals and make the award.

SECTION V TERMS AND CONDITIONS

5.1 GENERAL TERMS

The negotiated contract between OST and successful Respondent shall incorporate this RFP, amendments to this RFP, and the Vendor's proposal as an integral part of the contract. OST reserves the right to clarify any contractual relationship in writing and such written clarification shall govern, in case of conflict, with the applicable requirements stated in this RFP.

5.2 CONTENTS OF CONTRACT

The contents of the Respondent's proposal will become contractual obligations if the proposal is accepted. A contract between OST and the successful Respondent will also include at least the following provisions:

- A. 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. The Contractor shall comply with applicable federal and state local laws and regulations.
- B. Availability of Funds - It is expressly understood and agreed that the obligation of OST to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds

- anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to OST, OST shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to OST of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- C. Representation Regarding Contingent Fees – The Contractor 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 the Contractor’s bid or proposal. (See Appendix F.)
- D. Representation Regarding Gratuities - The Contractor 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*.
- E. Procurement Regulations - The contract shall also be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Board Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, MS 39201 for inspection, or downloadable at www.dfa.ms.gov.
- F. Compliance With Laws - The Contractor understands that OST 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, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful, and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this 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.
- G. Stop Work Order –
1. *Stop Work Order* - The Chief Procurement Officer may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work

order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

- a.) cancel the stop work order; or,
- b.) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

2. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- a.) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,
- b.) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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

4. *Adjustments of Price:* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

H. E-Payment – The 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," Mississippi Code Annotated § 31-7-301, *et seq.*, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

I. E-Verification – The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, *Mississippi Code Annotated* §71-11-1 and 71-11-3, *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. The Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Contractor to the following:

1. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public.
 2. The loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or both.
 3. In the event of such termination/cancellation, the 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.
- J. Acknowledgement of Amendments – The Contractor 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 CSPM OST by the time and at the place specified for receipt of bids.
- K. Certification of Independent Price Determination - The Contractor 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 Respondent or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.
- L. Prospective Contractor's Representation Regarding Contingent Fees - The Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. (See Appendix F.)
- M. Subcontracting - The Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this 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.

- N. Approval - It is understood that this contract requires approval by the Personal Service Contract Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.
- O. Authority to Contract – The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- P. Indemnification - To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency, its 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 kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or Sub-Contractors in the performance of or failure to perform this agreement. In the State's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the State. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.
- Q. Ownership of Documents and Work Papers - OST 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 agreement, 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 OST upon termination or completion of the agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only
- R. Right to Audit - The Contractor shall maintain such financial records and other records as may be prescribed by OST or by applicable federal and State laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by OST, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent

three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

S. Termination for Convenience Clause

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

T. Public Access to Records - All documents, papers, letters, or other materials relating to this contract that are made or received by the Contractor in conjunction with the contract, and which are required by law to be maintained, must be available for public access and for audit purposes for the period of times specified by OST after porting

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

V. Independent Contractor - A provision whereby OST and the Contractor represent that they are acting in their individual capacities and not as consultants, employees, partners or associates of one another.

W. Modification of Contract - This contract represents the entire agreement of the parties. Any alternations, variations, changes, modifications, or waivers of provisions of this contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this contract.

- X. Paymode - Payments made 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 the Contractor's choice. The State, may at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in the United State currency.
- Y. 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 the 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.
- Z. 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.
- AA. Warranties of Respondent - Respondent covenants and warrants as follows:
1. It is lawfully organized and constituted under all federal, state, and local laws, ordinances in other authorities of its domicile, and is otherwise in full compliance with all legal requirements of its domicile.
 2. It is possessed in the legal authority and capacity to enter into and perform this contract.
 3. It has been duly authorized to operate and do business in all places where it will be required to conduct business under this contract; that it has obtained, at no cost to the State of Mississippi, all necessary licenses and permits required in connection with this contract, and that I will fully comply with all laws, decrees, labor standards, and regulations of its domicile and wherever performance occurs during the contract period.
 4. It has no present interest nor shall acquire any interest which would conflict in any manner with the Contractor's duties and obligations under this contract.

BB. General Conditions

1. No provision for automatic renewal or extension of this contract is effective. Any renewal or extension shall be in writing and executed by both parties.
2. Notwithstanding “prior approval” requirements which may be reserved by OST under this contract, such requirements do not reserve or mitigate the Contractors ultimate responsibility for holding and guaranteeing the quality and timeliness of work and service to be performed under this contract. The Contractor is solely responsible for performing the consulting services specified herein to the satisfaction of OST.
3. OST reserves the right unilaterally to modify, reject, cancel, or stop any and all plans scheduled or work in progress.

APPENDIX A PRICING SCHEDULE

Fill out the below table with the service and the proposed price. Include the unit for price (per hour, percentage above cost, etc)

[illegible]

APPENDIX B
Office of the State Treasurer

Request for Proposals - Communications and Marketing Consultants

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

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

Signed _____

Print Name _____

Title _____

Date / /
MM DD YY

ATTACHMENTS

- 1.) Copy of the most recent CPSM Enrollment Booklets and other marketing brochures
- 2.) Copy of the most recent Unclaimed Property brochure