

MISSISSIPPI AGRICULTURE AND FORESTRY MUSEUM
ADVERTISING CONSULTING SERVICES
REQUEST FOR PROPOSALS # 1401404015-01

A. INTRODUCTION

The Mississippi Agriculture and Forestry Museum herein after referred to as (“Museum”) is soliciting proposals from all persons interested in entering into a contract with the Museum to develop and manage creative marketing programs to expand the Museum’s audience and increase visitor attendance. The Museum will award this contract to the person or entity submitting the proposal that is most advantageous to the Museum.

B. SERVICES TO BE PERFORMED

The successful proposer will perform the following advertising services for the Museum.

- Advertising Consulting
- Develop tactical marketing plans to promote the values and mission of the Museum that will position the Museum in the market place as a leisure facility, as a visitor attraction, a learning opportunity, an activity center, an amenity for the local community, and a place for meetings and functions.
- Development of Media Plan for 1 to 5 years to target the following market segments: general admission (resident market), student / youth and tour and travel industry.
- Develop a sustainable implementation strategy utilizing “Cultivating Mississippi” brand through the use of graphic design, television commercial production, print and voice communication as well as social media.
- Develop an advertising campaign message featuring Joe and Sally the resident Ag Museum mules.
- Launch and promote a membership program positioning the Museum to build a patron / donor level of the membership program.
- Photographs of Museum Events

C. EQUIPMENT AND PERSONNEL

The successful proposer shall provide all equipment and personnel needed to perform the services described in Section B “Services to be performed”.

Proposer/Seller also represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. 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. Proposer/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Proposer/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Proposer/Seller understands and agrees that any breach of these warranties may subject Proposer/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellations/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Proposer/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Proposer/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

D. FEES

Each proposer should set forth in his proposal the fees & hours they propose to charge for their services according to the following:

1. Package Price for Initial Services and Deliverables outlined in Section B “Services to be Performed”
 - A. Develop tactical marketing plans to promote the values and mission of the Museum.
 - B. Development of Media Plan for 1 to 5 years.
 - C. Develop a sustainable implementation strategy utilizing “Cultivating Mississippi” brand.
 - D. Develop an advertising campaign message featuring Joe and Sally.
 - E. Launch and promote a membership program positioning the Museum to build a patron / donor level of the membership program.
2. Each of the above Services and Deliverables outlined in Section B “Services to be Performed” must include the following if appropriate.
 - Price Per Hour For Consulting
 - Price Per Hour For Graphic Design

- Price For Television Production Of A 30 Second Commercial
- Price for Developing An Annual Media Plan For A \$35,000 – \$40,000 Per Year Budget (Price Needs To Include Placement Of The Ad)
- Price For Taking Pictures At Museum Events - Usually 1 To 2 Hours – 100-300 Candid Shots
- Monthly Retainer Fee To Include Consulting Price Per Hour Or A Listing Of What Is Included.

E. TERM

The contract described herein will have a term of one (1) year, with an option to renew for an additional year. This Contract will begin on October 29, 2014.

F. EXPERIENCE AND QUALIFICATIONS

Each proposer should set forth in his proposal any experience they have had in, and any special qualifications they may have for performing advertising services at the Museum especially in the following areas.

1. Writing marketing strategy and plans for museums and/or attractions.
2. Performing market research services.
3. Record of success with specific, measurable, achievable, relevant, and time-based goals.
4. Knowledge of traditional and digital tactics.
5. Branding experience.
6. Experience with the establishment of loyalty programs.

Each proposer must provide a copy of its articles of incorporation or partnership agreement and the state in which it was incorporated or formed, if applicable. With regard to each of its officers, directors and employees working at the Museum, the proposer must provide such person's name, address, telephone number, criminal record and, for the officers and directors, his place of employment. The Museum staff may ban from the Museum any employees that it considers to be a security or safety risk. Each proposer must submit the names and telephone numbers of at least three (3) references of clients with a similar budget and scope of services requested in the proposal.

G. CONFIDENTIALITY

Each proposer may designate those portions of his proposal which contain trade secrets or other proprietary data which may remain confidential in accordance with Miss. Code of 1972, Sec. 25-61-9 and 79-23-1.

H. REPRESENTATION REGARDING CONTINGENCY FEES

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

I. REPRESENTATION REGARDING GRATUITIES

The proposer represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

J. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submitting a proposal, the proposer thereby 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 proposer or competitor relating to his prices or proposal.

K. CONTENT OF PROPOSAL

Each proposal shall be written and must contain the following information at a minimum:

1. The name of the proposer and the location of its principal place of business. The proposer must submit its articles of incorporation, references and other documents described in Section F "Experience and Qualifications".
2. The job descriptions and number of your personnel that will be assigned to perform this contract, as well as their experience and training.
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 last three (3) years.
4. A written plan giving as much detail as is practical explaining how the services will be performed.
5. The proposer's fees for each of the services required. (See Section D, Fees)
6. The abilities, qualifications and experience of all persons who would be assigned to provide the required services.
7. A description of the equipment and facilities owned by, or under the control of, offeror that will be used to perform the contract.

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

L. CONTRACT PROVISIONS

The contract will contain the following provisions, among others:

1. Availability of Funds.

It is expressly understood and agreed that the obligation of the Museum 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 anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Museum, the Museum shall have the right upon ten (10) working days written notice to the Proposer, to terminate this Agreement without damage, penalty, cost or expenses to the Museum of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. (MCA Section 27-104-25(3)). The Museum shall have the sole right to determine whether funds are available for the payments or performances due under this Contract.

2. Applicable Law.

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and venue for resolution of any dispute shall be Jackson, Hinds County, Mississippi. The Proposer shall comply with applicable federal, state, and local laws and regulations. Proposer expressly agrees that under no circumstances shall the Museum be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Proposer. Further, nothing in this Contract shall affect any statutory rights that the Museum may have and such rights cannot be waived or limited by contract.

3. Indemnification

To the fullest extent allowed by law, the Proposer shall indemnify, defend, save and hold harmless, protect, and exonerate the Museum, its Commissioner, 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 attorneys' fees, arising out of or caused by the Proposer and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, the Proposer may be allowed to control the defense of any such claim, suit, etc. In the event the Proposer defends said claim, suit, etc., the Proposer shall use legal counsel acceptable to the State; the Proposer 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 Proposer shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

4. Authority to Contract

Proposer 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.

5. Assignment.

The Proposer shall not assign, subcontract or otherwise transfer in whole or in part, its rights or obligations under this Contract without prior written consent of the Museum. Any attempted assignment or transfer without said consent shall be void and of no effect but subcontracting with other advertising mediums (i.e. television, radio, magazines, newspapers, etc.) is allowed.

6. Independent Contractor Status

The Proposer shall, at all times, be regarded as an independent contractor and shall at no time act as an agent for the Museum. Nothing contained herein shall be deemed or construed by the Museum the Proposer, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the Museum and the Proposer. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Museum or the Proposer hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Museum and the Proposer. Proposer's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither the Proposer nor its employees shall, under any circumstances, be considered servants, agents or employees of the Museum; and the Museum shall be at no time legally responsible for any negligence or other wrongdoing by the Proposer, its servants, agents, or employees. The Museum shall not withhold from the contract payments to the Proposer any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Proposer. Further, the Museum shall not provide to the Proposer any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

7. State Property

Proposer will be responsible for the proper custody and care of any State-owned property furnished for Proposer's use in connection with the performance of this

agreement. Proposer will reimburse the State for any loss or damage, normal wear and tear excepted.

8. E-Payment & E-Invoicing.

The State requires the Proposer to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS), or any specific successor system (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Proposer's choice. Proposer understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

9. Ownership of Documents and Work Papers.

The Museum shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, whether completed or in progress, created in connection with the Project which is the subject of this Contract, except for the Proposer's internal administrative and quality assurance files and internal project correspondence. The Proposer shall deliver such documents and work papers to the Museum upon termination or completion of the Contract. The foregoing notwithstanding, the Proposer shall be entitled to retain a set of such work papers for its files. The Proposer shall be entitled to use such work papers only after receiving written permission from the Museum and subject to any copyright protections.

10. Confidential Information.

Proposer shall treat all Museum data and information to which it has access by its performance under this Contract as confidential and shall not disclose such data or information to a third party without specific written consent of Museum. This Article shall survive termination or completion of this Contract and shall continue in full force and effect and shall be binding upon the Proposer and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Contract on behalf of, or under the rights of the Proposer following any termination or completion of this Contract.

11. Third Party Action Notification.

The Proposer shall notify the Museum in writing within five (5) business days of its receipt of liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Proposer or the Museum by any entity that may result in litigation related in any way to this Contract and or which may affect the Proposer's performance under this Contract. Failure of the Proposer to provide such written notice to the Museum shall be considered a material breach of this Contract and the Museum may, at its sole discretion, pursue its rights as set forth in the Termination clauses herein and any other remedies it may have at law or in equity.

12. Severability.

If any term or provision of this Contract is prohibited by the laws of this State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

13. Conflict of Interest.

Proposer shall notify the Museum of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the Museum's satisfaction, the Museum reserves the right to terminate this Contract.

14. Sovereign Immunity.

By entering into this Contract with Proposer, the State of Mississippi does, in no way, waive its sovereign immunities or defenses, as provided by law.

15. Failure to Deliver.

In the event of failure of the Proposer to deliver services in accordance with the contract terms and conditions, the Museum after due oral or written notice, may procure the services from other sources and hold the Proposer responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Museum may have.

16. Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its Subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Proposer shall notify the Museum immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the Museum determines it to be in its best interest to terminate the agreement.

17. Termination.

The Museum may terminate this Contract with or without cause upon sixty (60) days written notice to the Proposer. The Proposer may terminate this Contract with cause upon sixty (60) days written notice to the Museum.

18. Unsatisfactory Work

If at any time during the contract term, the service performed or work done by the Proposer is considered by Museum to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Proposer shall, on being notified by Museum, immediately correct such deficient service or work. In the event the Proposer fails, after notice, to correct the deficient service or work immediately, The Museum shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Proposer.

19. Contractor Personnel

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

20. 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.

21. Transparency

In accordance with the Mississippi Accountability and Transparency Act of 2008, 27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and 31-7-13, of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: <https://merlin.state.ms.us>.

22. Notices.

All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by facsimile provided that the

original of such notice is sent by certified United States mail postage prepaid, return receipt requested, or overnight courier with signed receipt, 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 change of address.

For the Museum: Lise Foy
 1150 Lakeland Drive
 Jackson, MS 39216-4728

For the Proposer _____

M. INSURANCE COVERAGE

Proposer shall obtain and keep in full force and effect throughout the term of this contract a policy of public liability insurance in the amount of \$1,000,000.00 for all claims for bodily injury, death or property damage arising out of any acts or omissions occurring as a result of Proposer's operations hereunder, and insuring the Museum as an additional named insured. Proposer shall also maintain workers' compensation insurance in full force and effect covering all of Proposer's employees. Proposer shall furnish to the Museum an insurer's certificate as evidence of the existence of said policies on the day this contract is made.

N. OFFICE CLOSURE NOTICE

If the Museum is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids / RFP's at the advertised date and time, all bids / RFP's received shall be publicly opened and read aloud on the next business day that the Museum shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors/Contractors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids / RFP's shall be received by the Museum until the new date and time of the bid opening as set forth herein. **The Museum shall not be held responsible for the receipt of any bids / RFP's for which the delivery was attempted and failed due to the closure of the Museum as a result of a Force Majeure Event.** Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the Museum prior to the new date and time of the bid / RFP opening.

O. EVALUATION CRITERIA

Each proposal will be evaluated based upon certain specific criteria and the weight assigned to each such criterion as set forth below:

1. The plan for performing the required services – 25%
2. The ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services and the qualifications and abilities of proposer's personnel to perform the services – 15%
3. The personnel, equipment and facilities to perform the services currently available or demonstrated to be made available at the time of the contracting – 15%
4. A record of past performance of similar work – 5%
5. The Proposer's fees – 40%

P. PROPOSAL SUBMISSIONS

All proposals shall be submitted in writing on forms specified by the museum on or before 10:00 a.m. on October 7, 2014 to the Mississippi Agriculture and Forestry Museum no facsimile copies allowed, Attn: Lise Foy, 1150 Lakeland Drive, Jackson, Mississippi 39216.

Please direct any and all questions in writing concerning the advertising services proposal to The Mississippi Department of Agriculture & Commerce, Office of Purchasing P. O. Box 1609 Jackson, MS 39215-1609, phone number (601) 359-1100. The Museum will choose the best proposal as set forth in section O. The Museum and the chosen party will enter into negotiations for the purpose of creating a contract providing for advertising services for the Museum tentatively beginning October 29, 2014. If the parties are not able to agree on a contract, the Museum will choose the next best proposal and enter into negotiations with that proposer.

THE MISSISSIPPI AGRICULTURE & FORESTRY MUSEUM HAS THE RIGHT TO REJECT ANY AND/OR ALL PROPOSALS.

MISSISSIPPI AGRICULTURE AND FORESTRY MUSEUM
 ADVERTISING SERVICES
 REQUEST FOR PROPOSALS FORM
 RFP # 1401404015-01

FEES

1. AD-Price Per Hour For Consulting _____
2. Price Per Hour For Graphic Design _____
3. Price For TV Production Of A 30 Second Commercial _____
4. Price For Developing An Annual Media Plan For A
 \$35,000 – \$40,000 per Year Budget (Price Needs To Include
 Placement of the Ads). _____
5. Price For Taking Pictures At Museum Events - Usually
 1 To 2 Hours – 100-300 Candid Shots _____
6. Monthly Retainer Fee To Include Consulting Price Per Hour
 Or A Listing of what Is Included. _____

*SIGNATURE OF PROPOSER	
NAME OF COMPANY	
COMPLETE ADDRESS	
CONTACT PERSON	
TELEPHONE NUMBER	
FAX NUMBER	

*ALL PROPOSALS MUST BE SIGNED