Request for Proposals (RFP) #16-04-01 DESIGN AND PRODUCTION SERVICES
MISSISSIPPI OFFICIAL AND STATISTICAL REGISTER

ISSUE DATE: April 1, 2016

ISSUING AGENCY: Mississippi Secretary of State's Office
125 S Congress Street, Suite 1600
Jackson, Mississippi 39205-0136

Sealed Proposals, subject to the conditions made a part hereof, will be received by **April 20, 2016 at 2:00 PM in the Secretary of State's Office at 125 S. Congress Street, Jackson, Mississippi, 39201**, for furnishing services described herein.

IMPORTANT NOTE: Indicate firm name and RFP number 16-04-01 of the front of each proposal envelope or package.

Direct all inquiries concerning this RFP to:
Amanda Hughes
Mississippi Secretary of State's Office
Post Office Box 136, Jackson, Mississippi 39205
Email: Amanda.Hughes@sos.ms.gov

Note 1: Questions concerning the specifications in this Request for Proposals must be submitted in writing and will be accepted until. A summary of all questions and answers will be posted at http://www.sos.ms.gov/About/Pages/Administration.aspx. As an addendum located under RFP # 16-04-01 DESIGN AND PRODUCTION SERVICES MISSISSIPPI OFFICIAL AND STATISTICAL REGISTER. The questions, answers and any revisions to the RFP will be posted.

Note 2: It is the Respondent's responsibility to assure that all addenda have been reviewed and, if applicable, signed and returned.

1. **MISSISSIPPI SECRETARY OF STATE'S OVERVIEW**
   The Mississippi Secretary of State ("MSOS" or "Secretary") seeks a vendor to provide design and production services for the Mississippi Official and Statistical Register, hereinafter referred to as the Blue Book, in accordance with Miss. Code Ann. §39-5-15, which states: "An official and statistical register of the State of Mississippi shall be compiled by the Secretary of State after each general election, to contain brief sketches of the several state officials, the members of Congress from Mississippi, the Supreme Court judges, the members of the Senate and House of Representatives of the State of Mississippi; a roster of all state and county officials, lists of all state institutions, with officials; state and county population and election statistics, and miscellaneous statistics." . Signed, sealed proposals will be accepted until 2:00 PM CST on April 20, 2016, at 125 S. Congress Street, Suite 1600, Jackson, Mississippi.

The 2012-2016 Mississippi Official and Statistical Register was published in printed and electronic form. The printed Blue Book was published as a perfect bound and case bound book. The Blue Book was also published in interactive and static versions on the MSOS website. The 2012-2016 Blue Book may be viewed at www.sos.ms.gov.

Secretary desires to enter into an agreement for design and coordination services for production of the Mississippi Official and Statistical Register (Blue Book). The awarded vendor shall provide technical and artistic guidance to Secretary on all aspects impacting project objectives.

Secretary's objective is to publish a book that is not only useful and informative to the citizens of Mississippi, but also is an attractive representation of the spirit of the state. For this project, design and textual content are equally important.

The Blue Book should be user-friendly and celebrate Mississippi through an inventive and attractive display of text, graphics, pictures, texture, etc. The MSOS anticipates printing 25,000 copies, approximately 850 pages each, of the Blue Book within four (4) years subsequent to the award of this RFP. Additionally, the Blue Book shall be provided in electronic format, accessible in static and interactive venues.

Additional information about the Mississippi Secretary of State's Office may be found at our website *www.sos.ms.gov.*

2. INQUIRIES ABOUT RFP

Prospective respondents may make written inquiries concerning this request for proposal to obtain clarification of requirements. Responses to these inquiries may be by addenda to the Request for Proposals (RFP). The deadline for inquiries shall be April 13, 2016. Please send inquiries to Amanda Hughes via electronic mail at Amanda.Hughes@sos.ms.gov. All inquiries should be marked **"URGENT INQUIRY"** ***Mississippi Secretary of State's Office,*** **RFP # 16-04-01 DESIGN AND PRODUCTION SERVICES MISSISSIPPI OFFICIAL AND STATISTICAL REGISTER.**

3. ADDENDUM OR SUPPLEMENT TO RFP

A. In the event it becomes necessary to revise any part of this RFP, an addendum to this RFP will be posted on the Mississippi Secretary of State's website. It is the responsibility of the respondent to monitor the website for any addenda or supplements. Respondents shall not rely on any other interpretations, changes or corrections in the formation or submission of its proposal.

B. Additional terms and conditions submitted with the proposal are of no effect unless accepted in writing by the Mississippi Secretary of State's Office. In the sole discretion o of the Mississippi Secretary of State's Office, proposals containing any additional terms and conditions may be rejected as nonresponsive.

4. ADMINISTRATIVE INFORMATION

A. Issuing Office
This RFP is issued by the following office:

Mississippi Secretary of State's Office
Administrative Services Division
125 Congress Street, Jackson, Mississippi 39201

B. Schedule of Critical Dates
The following dates are for planning purposes only unless otherwise stated in this RFP. Progress towards their completion is at the sole discretion of the Mississippi Secretary of State's Office.

RFP Advertised and Posted	April 1, 2016
	April 8, 2016
Prospective Respondents Written Inquiries Deadline	April 13, 2016
Responses to Inquiries posted	April 15, 2016
Proposal Submission Deadline – 2:00 p.m.	April 20, 2016
Award Date (Estimated Target)	April 25, 2016
Contract Effective Date (Estimated Target)	May 30, 2016

5. GENERAL REQUIREMENTS

A. Secretary reserves the right to reject any and all proposals.

B. In case of default of vendor, Secretary reserves the right to purchase any or all items and/or services in default in open market, charging contractor with all costs.

C. All materials, products and/or services offered must be guaranteed to meet the requirements of the specifications referred to in this RFP.

D. Secretary reserves the right to make an award which is determined to be in the best interest of the State of Mississippi.

E. Vendor 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 proposer or competitor relating to those prices, the intention to submit a proposal or the methods or factors used to calculate the prices.

6. PROPOSAL REQUIREMENTS

This is a two-step RFP process. The technical proposals, samples and the cost proposals are to be submitted in separate sealed envelopes.

Step #1: Indicate firm name, RFP# 16-04-01 and word "Technical Proposal" on the front of the sealed technical proposal envelope or package. (to be reviewed in Step 1)
Indicate firm name, RFP# 16-04-01 and word "Technical Proposal - Samples" on the front of the sealed technical proposal envelope or package. (to be reviewed in Step 1)

Step #2: Indicate firm name, RFP# 16-04-01 and word "Cost Proposal" on the front of the sealed technical proposal envelope or package. (to be reviewed in Step 2)

A. At a minimum, the following items should be included in the contents of the Technical Proposal – Step 1:
    1. A cover letter indicating the scope of the proposal. The letter should include a statement indicating acceptance of the standard contract (See Exhibit A) and clearly identify any proposed revisions or modifications to the standard contract. The letter should include a statement of exceptions to any of the terms and conditions outlined in this RFP. Cover letter should be no more than three (3) pages in length.
    2. Corporate Structure, Credentials and Prior Experience
        a. The number of years of experience in design and production services;
        b. A minimum of three (3) major customers for whom Respondent provides similar services in size and scope, including contact information for each customer;
        c. A listing of all major accounts terminated in the past five (5) years with reason for termination and customer account contact information;
        d. Staffing levels and support proposed to implement the project requested in this RFP. If a subcontractor is to be used, specify exactly what scope services will be provided by the subcontractor. Provide contact information on subcontractor;
        e. Describe the composition of the production team assigned to work with the Mississippi Secretary of State's Office to produce the Blue Book, including a description of the relevant experience of those involved;
        f. Respondent shall provide a service manager assigned as the point of contact to the Mississippi Secretary of State's Office for all inquiries or concerns related to the project, including service issues or interruptions and billing disputes or questions, etc.; and,
        g. The office location to be used must be identified in the proposal (physical address of office) as well as specific information on the processes, experience and equipment to be used at such location(s).
    3. Operations and Ability to Perform
        Provide detailed discussion related to vendor's ability to meet the requirements of this RFP as set forth in Section 8. Scope of Services and Section 9. Staffing and Management.

B. Technical Proposal Samples – Step 1
    1. At minimum, provide three (3) illustrative samples relating to the scope of services as provided in this RFP. All provided illustrative samples must be produced at the same facility proposed for the design and production of the Blue Book. If part of the production will be provided by a subcontractor, a pertinent sample of that subcontractor's work must be provided, and so indicated. Each sample must be labeled with the criteria the sample is illustrating along with the date of production, location of production and the name and contact information for the facility where the product was produced. Client information for each sample must be provided along with contact phone number and email address. Samples will be evaluated on an Acceptable/Not Acceptable basis with Acceptable defined as quality which meets the Mississippi Secretary of State's publication standards for this specific project.
    2. Cost Proposal – Step 2

Cost to the Mississippi Secretary of State's Office as further described in Section 7. Respondents shall submit its Cost Proposal in the manner described in Exhibit B.

7. COST REQUIREMENTS

A. Vendor 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 vendor or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices in its proposal.

B. Vendor's proposed cost shall be inclusive of all services and materials (photocopies, etc.), travel expenses, per diem, digital image retrieval and/or conversion of images, design and/or all other expenses and incidentals incurred by the vendor in the provision of services requested in this RFP.

C. Vendor shall provide cost with subtotals for each deliverable as well as a total price, in the form described in Exhibit B below.

D. Vendor shall provide a project schedule with benchmarks for production measurements upon which payment will be made.

8. SCOPE OF SERVICES

The successful vendor shall be responsible for the following design, production, and project management and consultation requirements:

A. Design Requirements:

1. Consulting with Secretary and/or his designee on matters of design, layout, content, and presentation;
2. Managing all elements of graphic design;
3. Formatting all data provided;
4. Formatting all photographic or outside art work necessary to the project;
5. Directing, securing and coordinating the procurement, if necessary, of exclusive rights to all material not in the public domain. Procurement of rights shall be in accordance with state purchasing laws and regulations, coordinated with Secretary and/or his designee;
6. Meeting with Secretary and/or designee for an initial overview discussion of the project;
7. Providing print specifications, including all aspects of production, to assist the facilitation of the production of the Blue Book;
8. Creating the concept, securing or otherwise producing illustrations, copywriting, design, and art production and the exclusive right to reproduction of these items;
9. Ensuring accurate transfer of media between various entities based on files being transmitted from the MSOS in Adobe InDesign file formats;
10. Coordinating with the MSOS for collection, verification, and proofing of data and other information;
11. Designing and developing electronic Blue Book open to cross platforms to allow searchable and interactive components;
12. Aesthetically appropriate balance of graphics and text;

13. Information presented in a useful and meaningful manner;
14. Text integration into the overall design;
15. Thematic message of the publication presented contextually in relationship with graphics, photographs, and text design;
16. Design flexibility allowing the deletion and insertion of information within reasonable time constraints;
17. Incorporation of a shade of blue as the primary color in the cover;
18. Secretary anticipates and will honor the Vendor's proprietary ownership of design methods and applications that result in the final product; however, the Secretary will retain ownership of the final product and any electronic media necessary for reproduction; and,
19. Secretary anticipates need for multiple laser proof cycles throughout the process. Vendor shall not impose restrictions on the number of laser proof cycles.

B. Production Requirements:
    1. Coordinating printing and acting as liaison with Secretary's selected printing house in consultation with Secretary and/or his designee;
    2. Providing the final product to Secretary formatted for ease of application to and integration into Secretary's web presence;
    3. Ensuring convertibility to a searchable format with vendor responsible for development of a key word index as approved by Secretary;
    4. Adhering to established deadlines for publication as mutually agreed upon by the vendor and Secretary;
    5. Providing a PDF file of the Blue Book;
    6. Providing an interactive electronic version of the Blue Book; and,
    7. Managing the design and production of the Blue Book.

C. Project Management Requirements:
    1. Providing a staffed office in Jackson, Mississippi or within a twenty (20)-mile radius of the Secretary of State's office for the duration of the resulting contract;
    2. Providing an account executive or agency principle with a minimum of five (5) years of project management experience or similar services to serve as the day-to-day contact (Vendor's proposal shall include the resume of proposed account executive or agency principle);
    3. Providing sufficient full time staff to simultaneously work on multiple tasks related to the project; and,
    4. Maintaining a written, electronically accessible, project plan detailing a timeline, deliverables, benchmarks, and quality assurance criteria.

9. STAFFING AND MANAGEMENT

A. The Vendor shall propose a staff for this project consisting of full time employees with a minimum of five (5) years of experience related to account management, creative services (copy, art director, and graphic designer) and media.

B. The Vendor shall propose a staffing plan containing an organizational chart with all team members that shall be utilized throughout the duration of the project.

C. The Vendor's plan and chart should indicate the percent of time all proposed staff would be dedicated to this project. Key personnel shall be identified by name and others may be identified by title/position.

10. QUESTIONS AND AMENDMENTS

A. Request for additional information and questions should be addressed to Amanda Hughes at amanda.hughes@sos.ms.gov no later than 2:00 PM CST on April 13, 2016.

B. The MSOS shall provide written response to all questions received in writing no later than 5:00 PM CST on April 15, 2016.

11. EVALUATION

A selection committee shall review and evaluate all responses. The committee will have only the response to the solicitation to review for selection of the finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

A. Proposals for the design and production of the Blue Book will be evaluated on the following factors:

Corporate Structure, Credentials and Prior Experience	20%
Operations, Plan and Ability to Perform	30%
Samples	10%
Cost	40%

B. MSOS reserves the right to request additional information or clarification of a proposal. The Vendor's cooperation during the evaluation process in providing the MSOS staff with adequate responses to request for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in a manner required may, at the Secretary discretion, result in the disqualification of the Vendor's proposal.

C. MSOS reserves the right to request oral presentations if additional information and/or clarification is required.

12. AWARD

A. If a satisfactory contract cannot be negotiated with the highest qualified Vendor, negotiations will be formally terminated. Negotiations shall then be undertaken with the second rated Vendor and so on.

B. A contract, memorandum of understanding, and purchase order will be issued after the award and will become an integral part of the contract process.

C. A written notice to proceed will be issued prior to commencement of services.

13. PROPOSAL SUBMISSION

A. Proposals shall be submitted in three packages (envelopes or boxes) as set forth in Section 6.1.

B. Technical Proposal – One (1) original and three (3) copies should be sealed in a package with **"**Technical Proposal**" and "RFP #16-04-01 DESIGN AND PRODUCTION SERVICES MISSISSIPPI OFFICIAL AND STATISTICAL REGISTER"** in the lower left hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page "Original."

C. Cost Proposal – One (1) original and three (3) copies should be sealed in a package with "Cost Proposal" **" and "RFP #16-04-01 DESIGN AND PRODUCTION SERVICES MISSISSIPPI OFFICIAL AND STATISTICAL REGISTER"** in the lower left hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page "Original."

D. Technical Proposal Samples –Required samples (refer to 7(C) (3), 8(B) and 8(C)) should be sealed in a package with "Samples" and **"RFP #16-04-01 DESIGN AND PRODUCTION SERVICES MISSISSIPPI OFFICIAL AND STATISTICAL REGISTER"** on the outside. Samples will not be returned until after award of the project.

E. The proposal package must be received on or before 2:00 p.m. on April 20, 2016. It is the responsibility of the respondent to ensure that the proposal package arrives in the Administrative Services Division on or before the published deadline. The proposal package should be delivered or sent by mail to:

Mississippi Secretary of State's Office
Attention: Amanda Hughes
125 Congress Street
Jackson, Mississippi 39201

F. Respondent's proposal must include the signature page included in this RFP (See Appendix A) and contain the signature of an authorized representative of the respondent's organization. The signature on the "Original" signature page should be in **blue** ink.

G. The Mississippi Secretary of State's Office reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items bid if deemed in the best interest of the Mississippi Secretary of State's Office to do so.

H. Proposals received after the stated due date and time will be returned unopened. Submission via facsimile or other electronic means will not be accepted.

14. ACCEPTANCE TIME

Proposals shall be valid for one-hundred and twenty (120) days following the above stated due date.

15. RFP CANCELLATION

This RFP in no manner obligates the Mississippi Secretary of State's Office to the eventual purchase of any services described, implied or which may be proposed until confirmed by a written contract and purchase order. Progress towards this end is solely at the discretion of the Mississippi Secretary of State's Office and may be terminated without penalty or obligations at any time prior to the signing of a contract. The Mississippi Secretary of State's Office reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals or any parts thereof.

16. CONTRACTACTUAL REQUIREMENTS

A. Estimated Volume

The Mississippi Secretary of State's Office shall determine the quantity most advantageous to the State and within budget allowance. Acceptance shall be confirmed by the issuance of a contract and purchase order from the Mississippi Secretary of State's Office. Estimates are not to be considered as either a minimum or maximum, but rather an estimate based upon past and anticipated need.

B. Overages

The Mississippi Secretary of State's Office will pay for actual pages printed and bound and Registers ordered. The Mississippi Secretary of State's Office will not pay for overruns.

C. Taxes

The Mississippi Secretary of State's Office is exempt from payment of taxes.

D. Payment Terms

1. Payment will be made within forty-five (45) days after delivery and acceptance of commodities or service under this contract and receipt of a correct invoice. All invoices and payment inquiries must be directed to MSOS's Accounts Payable personnel.
2. The State requires Contractor to submit invoices electronically throughout the term of the agreement. Respondent invoices shall be submitted to the Mississippi Secretary of State's Office using the processes and procedures identified by the State.
3. Payments may 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.

E. Currency

All prices must be in United States currency.

F. Standard Contract

The awarded respondent(s) will be expected to enter into a contract that is in substantial compliance with the Mississippi Secretary of State's Office's standard contract (See Exhibit C). Proposals should include any desired changes to the standard contract. Some clauses are prohibited by applicable state law from revision. Significant changes to the standard contract may be cause for rejection of a proposal.

G. Certification of Independent Price Determination
Respondents certify that the prices submitted in response to this solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication or agreement with any other bidder or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices submitted.

H. Representation Regarding Contingent Fees
Respondent 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 responder's proposal.

I. Applicable Law and Venue
This solicitation and resulting 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 Rankin County, Mississippi. Respondent shall comply with applicable federal, state and local laws and regulations.

J. Compliance with Laws
Respondent must, in performance of the work under the resulting contract, fully comply with all applicable federal, state or local laws, rules and regulations.

K. The Procurement Process
The following is a general description of the process by which a firm may be selected to fulfill this Request for Proposal.

1. Request for Proposals (RFP) is issued to prospective respondents.
2. A deadline for written questions is set.
3. Proposals will be received as set forth in Section 6.
4. Unsigned proposals will not be considered.
5. All proposals must be received by the Mississippi Secretary of State's Administrative Services Division no later than the date and time specified on the cover sheet of this RFP.
6. At that date and time, the package containing the proposals from each respondent will be opened publicly and the name of each respondent will be announced.
7. Proposal evaluation: The Mississippi Secretary of State's Office will review each proposal.
8. At its option, the Mississippi Secretary of State's Office may request oral presentations or discussions for the purpose of clarification or to amplify the materials presented in the proposal.
9. Samples will be examined and evaluated to determine prior experience and ability to perform the services requested in the RFP.
10. Five (5) client references, with contact information, must accompany the proposal. References may be contacted by the Mississippi Secretary of State's Office and responses evaluated in determining prior experience and ability to perform the services requested in the RFP.

11. The Mississippi Secretary of State's Office reserves the unqualified right to reject any and all proposals submitted in response to the RFP when such rejection is deemed to be in the best interest of the Mississippi Secretary of State's Office.
12. The proposals will be evaluated according to the criteria set forth in Section 7.
13. Respondents outside Mississippi must provide any applicable preference laws that exist for the area in which facilities are used for this project.

Exhibit A
CONTRACT FOR SERVICES

THIS AGREEMENT is made this day between the Mississippi Secretary of State, C. DELBERT HOSEMANN, JR. (hereinafter referred to as "SECRETARY") and _____, (hereinafter referred to as "CONTRACTOR"), located at _____.

In consideration of the mutual benefits and advantages to each other, SECRETARY desires to engage CONTRACTOR for the purposes and for the time period set forth below; and CONTRACTOR agrees to perform the services in accordance with the terms and conditions of this Agreement.

1. **SCOPE OF SERVICES**.
   CONTRACTOR shall provide __(description of services)_____.

   The CONTRACTOR represents and warrants that the services performed shall be of professional quality consistent with and in accordance with generally accepted industry standards for the performance of such services.

2. **PERIOD OF PERFORMANCE**.
   Unless this Agreement is extended by mutual written agreement of the parties or terminated as prescribed elsewhere herein, this Agreement shall begin on the date signed by all parties and end no later than_____.

3. **CONSIDERATION AND PAYMENT.**
   As consideration for the satisfactory performance of those services contemplated by this Agreement, SECRETARY agrees to pay and CONTRACTOR agrees to accept _____PER HOUR with total compensation for all services rendered pursuant to this Agreement NOT TO EXCEED _____. CONTRACTOR shall invoice SECRETARY monthly for services provided.

   It shall be the responsibility of CONTRACTOR to monitor hours worked under this CONTRACT and to notify SECRETARY when the monetary amount billed in performance of this CONTRACT reaches SEVENTY-FIVE PERCENT (75%) of the amount set forth above. CONTRACTOR shall include in its notice to SECRETARY the current status of the contracted services and a reasonable estimate of the number of hours that will be required to complete the contracted services. The CONTRACTOR should not perform work in excess of the monetary amount set forth above without prior written approval by SECRETARY.

   CONTRACTOR shall at all times be regarded as and shall be legally considered an independent contractor and neither CONTRACTOR nor its employees shall, under any circumstances, be considered servants, agents or employees of SECRETARY, and SECRETARY shall at no time be legally responsible for any negligence or other wrongdoing by CONTRACTOR, its partners, principals, officers, agents, employees or representatives. Nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partners, joint ventures, or any similar relationship between SECRETARY and CONTRACTOR. At

no time shall CONTRACTOR be authorized to do so and no time shall CONTRACTOR act as an agent for SECRETARY.

4. **PAYMODE CLAUSE**.
Payments 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 SECRETARY may at its sole discretion require the CONTRACTOR to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Invoices submitted more than sixty (60) days after performance of services under the Agreement will not be paid. CONTRACTOR understands and agrees that the SECRETARY is exempt from the payment of taxes. All payments shall be made in United States currency. Payments on behalf of SECRETARY to CONTRACTOR for services will be rendered in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated Section 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.

5. **E-VERIFICATION**.
CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated, 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. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. CONTRACTOR 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. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR 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 cancellation and/or termination being made public, or
(b) the loss of any license, permit, certification or other document granted to CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or
(c) both. In the event of such termination/cancellation, CONTRACTOR would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

6. **AVAILABILITY OF FUNDS**.
It is expressly understood and agreed that the obligation of the SECRETARY 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 the SECRETARY, the SECRETARY 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 the SECRETARY of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

7. APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of Rankin County, Mississippi. The CONTRACTOR shall comply with applicable federal, state and local laws and regulations.

8. ASSIGNABILITY AND SUBCONTRACTING.

CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of SECRETARY thereto. None of the work or services covered by this Agreement shall be subcontracted without prior written approval by SECRETARY.

9. ATTORNEY'S FEES AND EXPENSES.

Subject to other terms and conditions of this Agreement, in the event the CONTRACTOR defaults in any obligations under this Agreement, the CONTRACTOR shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this Agreement or otherwise reasonably related thereto. CONTRACTOR agrees that under no circumstances shall the SECRETARY be obligated to pay any attorney's fees or costs of legal action to the CONTRACTOR.

10. AUTHORITY TO CONTRACT.

CONTRACTOR warrants

a. that it is either a sole proprietor or validly organized business with valid authority to enter into this Agreement;
b. that it is qualified to do business and is in good standing with the State of Mississippi, if required;
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.

11. CHANGES.

SECRETARY may, from time to time, require and request changes in the scope of services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation which are mutually agreed upon by and between the parties, shall be included in written amendments to this Agreement.

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to this Agreement must be made in writing and agreed upon by both parties.

12. **COMPLIANCE WITH LAWS**.
CONTRACTOR understands that SECRETARY 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 to 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 and local laws and regulations, as now existing and as may be amended or modified.

13. **CONFIDENTIALITY**.
Any writings, reports, forms, information, ideas, data, electronic or otherwise given to, prepared by, or in any way generated, accomplished or accessed by CONTRACTOR in carrying out the terms of this Agreement shall be kept confidential by CONTRACTOR and no such information shall be made available to any individual, organization, or otherwise by CONTRACTOR without the prior written approval of SECRETARY.

14. **FAILURE TO ENFORCE**.
The failure by SECRETARY at any time to enforce the provisions of this Agreement shall not be construed as a waiver of such provision. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of SECRETARY to enforce the provision at any time in accordance with its terms.

15. **INSURANCE**.
CONTRACTOR shall maintain, at its own expense, the following insurance coverage in the amounts specified, insuring the CONTRACTOR, its employees, agents, designees, subcontractors and any indemnities as required herein:

    a. Professional Liability insurance in an amount not less than one million dollars ($1,000,000.00), including personal injury, bodily injury (including both disease and death), property damages and blanket contractual liability; and
    b. Comprehensive general liability insurance in an amount not less than one million dollars ($1,000,000.00) for each occurrence with the State of Mississippi added as an additional insured; and
    c. Employee fidelity bond insurance in an amount not less than three hundred thousand ($300,000.00); and
    d. Workers' compensation insurance in the amounts required pursuant to the laws of the State of Mississippi.

CONTRACTOR shall furnish SECRETARY with a certificate of conformity providing the aforesaid coverage within ten (10) days of execution of Agreement. It is understood by the parties that in the event CONTRACTOR fails to secure such insurance and providing the certificate evidencing same, the SECRETARY, at its sole option, may terminate this Agreement immediately without further notice to the CONTRACTOR.

All insurance policies required herein shall be issued by an insurance company or companies licensed to do business in the State of Mississippi and acceptable to the SECRETARY. No policy of insurance may be cancelled or reduced during the course of this Agreement. Modification to the policy of insurance must have written notification to the SECRETARY prior to modification.

16. ITEMIZED SERVICES AND INSPECTION OF BOOKS AND RECORDS.

CONTRACTOR shall submit to the SECRETARY at such times and in such form and manner as the SECRETARY may direct, an itemized invoice for services rendered in an amount compatible with the consideration fixed herein. SECRETARY shall have the right to request additional information pertaining to each itemized invoice.

SECRETARY shall have the right to inspect and audit the books and records of CONTRACTOR. Such books and records shall be retained and maintained by CONTRACTOR for a minimum of three (3) years following the termination of or the expiration of this Agreement.

17. NETWORK SECURITY.

CONTRACTOR and SECRETARY understand and agree that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). The State of Mississippi's Enterprise Security Policy is available for viewing at the Mississippi Department of Information Technology Services website at http://www.its.ms.gov/services_security_acquiring_enterprise_security_policy.shtml. If remote access is required at any time during the life of this Agreement, CONTRACTOR and the SECRETARY agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device on the State's premises. CONTRACTOR agrees that it must, at its expense implement/maintain a compatible hardware/software solution to terminate the specified VPN on the CONTRACTOR'S premises. The parties further understand and agree that the state protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The SECRETARY reserves the right to introduce a new protocol and architecture standard and require the CONTRACTOR to comply with the same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

18. NOTICES.

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means 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 their business listed herein. Notice shall be deemed given when actually received or when refused. The SECRETARY and CONTRACTOR agree to promptly notify each other in writing of any change of address.

For CONTRACTOR	**For SECRETARY**
_____	Mississippi Secretary of State
Attn: _____	Attention: Amanda Hughes
_____	Post Office Box 136
_____	Jackson, Mississippi 39205-0136

19. PROCUREMENT REGULATIONS.

This Agreement shall be governed by the applicable provisions of the Personal Services Contract Review Board Rules and Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, Mississippi, for inspection or may be found at http://www.mspb.ms.gov.

20. REPRESENTATION REGARDING CONTINGENT FEES.
The CONTRACTOR represents that it has not retained a person to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed.

21. REPRESENTATION REGARDING GRATUITIES.
The CONTRACTOR represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

22. STATE'S IMMUNITY.
By entering into this Agreement with the CONTRACTOR, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

23. STOP WORK ORDER.

1. Order to Stop Work: The SECRETARY 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 Agreement. This order shall be for a specified period not exceeding ninety (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 SECRETARY shall either:

    a. Cancel the stop work order; or,
    b. Terminate the work covered by such order.

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 Agreement 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 Agreement; and,
    b. The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the SECRETARY 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 Agreement.

3. Termination of Stopped Work: If a stop work order is not cancelled and the work covered by such order is terminated, 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 Agreement, if any.

24. TERMINATION.

Either party may terminate this Agreement upon ten (10) business days written notice to the other. In the event of such termination, all finished or unfinished work shall be and remain the property of the SECRETARY. CONTRACTOR shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

In the event of failure of the CONTRACTOR to deliver services in accordance with the Agreement's terms and conditions, the SECRETARY may document specific deliverables that the CONTRACTOR must provide within a mutually agreed upon completion date. This provision does not limit either party's right to pursue any other remedy available at law or in equity.

Subject to other terms and conditions of this Agreement, in the event the CONTRACTOR defaults in any obligations under this Agreement, the SECRETARY may withhold any payments to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due SECRETARY from CONTRACTOR are determined.

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

25. SEVERABILITY.

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

26. TRANSPARENCY.

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983", codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at http://www.transparency.mississippi.gov. Prior to posting the Contract to the website, any information

identified by the 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 statues will be redacted.

27. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION.
It is expressly understood between SECRETARY and CONTRACTOR 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.

28. ENTIRE AGREEMENT.
This Agreement, including any exhibits (which are specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter thereof.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

_____	_____
Doug Davis	Company Name
For C. Delbert Hosemann, Jr.	Printed Name: _____
Mississippi Secretary of State	
	Title: _____
Date: _____	Date: _____

Exhibit B
Cost Proposal*

Mississippi Blue Book *Clear indication on cost components is as follows:* *Design, Layout, Formatting and Production for Cover and Inside Pages*			
Type of Service **	**Estimated Hours**	**Hourly Rate**	**Total Cost**
Total Blue Book Project Cost (Based on 850 Pages)			

* Vendor's submission should include any additional information related to its Cost Proposal it deems necessary for evaluation by Secretary.
**Services to be provided should include, but are not limited to, art direction, copywriting, copy revisions, concept, development, formatting for web, graphic design, layout, layout revisions, illustrations, photography, press check, production, proof reading, consulting, and research to support concept/creative development.