

**THE MISSISSIPPI LEGISLATURE**  
**JOINT LEGISLATIVE COMMITTEE ON PERFORMANCE**  
**EVALUATION AND EXPENDITURE REVIEW**  
**(PEER)**

**Ted Booth**  
**Executive Director**

**REQUEST FOR PROPOSALS**

Review of the Mississippi Development Authority  
Tourism Advertising Fund

**CLOSING DATE AND TIME**

July 12, 2024, at Noon Central Daylight Time (CDT)

**CLOSING LOCATION**

Joint Legislative Committee on Performance  
Evaluation and Expenditure Review  
501 North West Street  
Suite 301A  
Jackson, MS 39201

**PROPOSAL COORDINATOR**

Ted Booth  
[director@peer.ms.gov](mailto:director@peer.ms.gov)

## SECTION 1

### 1.1 Proposal Acceptance Period

One (1) original and one (1) copy must be received by the closing date set out in this proposal. The original shall contain Vendor-specific evidence, **and the copy shall include no Vendor-specific evidence**. To prevent any confusion among the PEER staff involved in the selection process, the original shall be clearly marked **ORIGINAL**, and the copy shall be clearly marked **COPY**.

The original and the copy shall be signed and submitted via email to [director@peer.ms.gov](mailto:director@peer.ms.gov) or in a sealed envelope or package to Ted Booth, Executive Director, PEER Committee, 501 North West Street, Suite 301A, Jackson, MS, 39201 no later than the time and date specified for receipt of proposals. Timely submission is the responsibility of the respondent. Proposals received after the specified time shall be rejected and returned to the respondent unopened. The envelope or package shall be marked with the proposal opening date and time. The time and date of receipt shall be indicated on the envelope or package by the PEER Committee. Each page of the original proposal and all attachments shall be identified with the name of the respondent. Modifications or additions to any portion of the proposal document may be cause for rejection of the proposal. PEER reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as nonresponsive. As a precondition to proposal acceptance, PEER may request the respondent to withdraw or modify those portions of the proposal deemed nonresponsive that do not affect quality, quantity, price, or delivery of the service.

#### 1.1.1 Timeline

Request for Proposals Released	June 17, 2024
Deadline for Questions	July 1, 2024
Deadline for Answers	July 5, 2024
Proposals Due	July 12, 2024
Proposal Opening	July 15, 2024
Proposal Evaluations	July 16-17, 2024
Notice of Intent to Award	July 24, 2024
<b>Report Due</b>	<b>October 18, 2024</b>
Term of Initial Contract	August 1, 2024–November 29, 2024

#### 1.1.2 Rejection of Proposals

Proposals which do not conform to the requirements set forth in this Request for Proposals may be rejected by PEER. Proposals may be rejected for reasons which include, but are not limited to, the following:

- 1) The proposal contains unauthorized amendments to the requirements of the Request for Proposals.

- 2) The proposal is conditional.
- 3) The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
- 4) The proposal is received late.
- 5) The proposal is not signed by an authorized representative of the respondent.
- 6) The proposal contains false or misleading statements or references.
- 7) The proposal does not offer to provide all services required by the Request for Proposals.

## **1.2 Expenses Incurred in Preparing Offers**

PEER accepts no responsibility for any expense incurred by the respondent in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the respondent.

## **1.3 Proprietary Information**

The respondent should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. The proposer shall submit a completed Proprietary Information Form, attached to this RFP as Attachment A.

## **1.4 Authority To Do Business**

By submitting a proposal, the respondent certifies that it meets any legal requirements to do business in Mississippi.

## **1.5 Debarment**

By submitting a proposal, the respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or federal government and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or federal government.

## **1.6 Competitive Proposals**

Discussions may be conducted with respondents who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, PEER reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of proposed terms, services, or prices. For these reasons, all respondents are advised to propose their most favorable terms initially.

## **1.7 Additional Information**

Questions about the RFP must be submitted in writing to Ted Booth, Executive Director, by e-mail (ted.booth@peer.ms.gov). The deadline for the submission of questions shall be July 1, 2024. The deadline for the provision of answers to questions shall be July 5, 2024.

Respondents are cautioned that any statements made by contact persons that cause a material change to any portion of the procurement document shall not be relied upon unless subsequently ratified by a formal written amendment to the procurement document.

### **1.7.1 Acknowledgment of Amendments**

Proposers shall acknowledge receipt of any amendment to the solicitation 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 proposal form, or by letter. The acknowledgment must be received by PEER by the time and at the place specified for receipt of proposals.

## **1.8 Type of Contract**

Compensation for services will be in the form of a Fixed Price.

## **1.9 Written Proposals**

All proposals shall be in writing.

## **SECTION 2**

### **2.1 Purpose**

The Joint Legislative Committee on Performance Evaluation and Expenditure Review (PEER) is a committee of the Mississippi Legislature having jurisdiction to review programs and activities of state and local government (see [www.peer.ms.gov](http://www.peer.ms.gov)). Created and empowered by Section 5-3-51 et seq., Mississippi Code of 1972, the Committee has broad statutory authority to review the many facets of state and local governmental operations. H.B. 1093, Regular Session, 2022 specifically directed the PEER Committee to conduct a review of the advertising and marketing efforts paid for through the Mississippi Development Authority Tourism Advertising Fund including but not limited to, the effectiveness of attracting out-of-state visitors, the effectiveness of digital advertising efforts, the administration and oversight by the Mississippi Development Authority regarding expenditures from the fund.

MISS. CODE ANN. Section 57-1-64.1 (1972) allows the Mississippi Development Authority to utilize funds from its Tourism Advertising Fund to advertise and promote tourism resources and activities. MISS. CODE ANN. Section 27-65-75 (23) (a) (1972) requires that 3% of tax collections from restaurants and hotels to be deposited into the Tourism Advertising Fund. Mississippi Development Authority, d/b/a Visit Mississippi then utilizes these funds to advertise and promote tourism to Mississippi.

## **2.2 Scope and Services**

### **2.2.1 Scope**

Pursuant to MISS. CODE ANN. § 57-1-64.2 (1972), the Mississippi Joint Legislative Committee on Performance Evaluation and Expenditure Review (PEER) is seeking an independent Vendor to determine—

- a) the Authority’s effectiveness of attracting out-of-state visitors to Mississippi;
- b) the Authority’s effectiveness of digital advertising efforts; and,
- c) the Authority’s administration and oversight of expenditures from the Authority’s Tourism Advertising Fund.

### **2.2.2 Deliverables**

The Vendor shall produce a report that recommends —

- a) strategies to improve the Authority’s ability to attract out-of-state visitors to Mississippi from dollars expended from the Tourism Advertising Fund;
- b) strategies to improve the Authority’s ability to create tourism within Mississippi from current residents;
- c) strategies to increase the Authority’s effectiveness of digital advertisements placed;
- d) alternative structures for the administration of the Tourism Advertising Fund, if appropriate for more effective use of the advertising funds; and,
- e) strategies to increase visitor flow across all segments (leisure, conventions, meetings, sports, etc.).

The final report from the Vendor shall conform to PEER’s report writing style and format requirements. A representative sample of writing will be provided electronically upon request. Further, PEER publications may be accessed and reviewed by the Vendor at [www.peer.ms.gov/publications](http://www.peer.ms.gov/publications).

## **2.3 Term and Compensation**

### **2.3.1 Term**

The term of the contract shall commence August 1, 2024, and conclude no later than November 29, 2024.

### **2.3.2 Compensation**

The Vendor shall be compensated as provided for in H.B.1093, Regular Session, 2022. The Vendor shall submit a single invoice for services to the Mississippi Development Authority upon completion of the project. The Vendor shall certify to PEER when an invoice has been tendered to the Authority, and when the invoice has been paid. Total compensation and expenses incurred in conjunction with completion of this report shall not exceed One

Hundred Thousand Dollars (\$100,000.00).

## **SECTION 3**

### **3.1 Written Proposals Shall Contain the Following Minimum Information:**

#### **3.1.1**

The name of the respondent, the location of the respondent's principal place of business and, if different, the place of performance of the proposed contract;

#### **3.1.2**

The age of the respondent's business and average number of employees over the previous three (3) years;

#### **3.1.3**

The qualifications, including licenses, certifications, education, skills, and experience of all persons who would be assigned to provide the required services;

#### **3.1.4**

A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within the past three (3) years; and,

#### **3.1.5**

A plan containing a timeline for the delivery of services and the presentation of deliverables as set out in Section 2 of this RFP.

### **3.2 Evaluation Procedure**

**Please note proposals shall be evaluated without revealing the name of the proposer who submitted each proposal.**

#### **3.2.1 Step One:**

Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications set out in Paragraph 3.1 above may be rejected immediately, receiving no further consideration.

##### **3.2.1.1 Responsive Respondent**

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

##### **3.2.1.2 Responsible Respondent**

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

### 3.2.2 Step Two:

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

#### **TECHNICAL FACTORS – 40%**

Plan for performing the required services (25%)

Ability to perform required services (15%)

#### **MANAGEMENT FACTORS – 25%**

Personnel, Equipment, and Facilities (15%)

Record of past performance. (10%)

#### **COST FACTORS – 35%**

### 3.2.3 Step Three:

The PEER Executive Director or his designee will contact the respondent with the proposal which best meets PEER's needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

### 3.3 The Following Response Format Shall Be Used for All Submitted Proposals:

- 1) **Management Summary:** Provide a cover letter indicating the underlying philosophy of the firm in providing the service.
- 2) **Proposal:** Describe in detail how the service will be provided. Include a description of major tasks and subtasks—i.e., a work plan.
- 3) **Corporate experience and capacity:** Describe the experience of the firm in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.
- 4) **Personnel:** Attach résumés of all those who will be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract.
- 5) **References:** Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.
- 6) **Acceptance of conditions:** Indicate any exceptions to the general terms and conditions of the proposal document, and to insurance, bonding, and any other requirements listed.
- 7) **Additional data:** Provide any additional information that will aid in evaluation of the response.

8) **Cost data:** Estimate the costs associated with the performance of all essential steps identified as part of Section 3.1.5.

### **3.4 Nonconforming Terms and Conditions**

A proposal response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as nonresponsive. PEER reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its proposal response prior to a determination by PEER of non-responsiveness based on the submission of nonconforming terms and conditions.

### **3.5 Informalities and Irregularities**

PEER has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a respondent with the proposal for PEER to properly evaluate the proposal, PEER has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

### **3.6 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 Request for Proposals. No other factors or criteria shall be used in the evaluation.

#### **3.6.1 Notification**

All participating respondents will be notified of PEER's intent to award a contract to the selected Vendor.

## **SECTION 4**

### **Other Matters**

#### **4.1 Ineligible Respondents**

No vendor shall be eligible to submit a proposal for the work described in this RFP if such vendor has:

- Failed to receive a contract in the last five years;
- A current contract; and,
- Provided any services to Mississippi Development Authority in the last five years.

#### **4.2 Required Contract Terms and Conditions**

Any contract entered into between PEER and a Vendor/respondent shall include the required clauses found in Attachment B. The PEER Executive Director may require the inclusion of



any other contractual provision necessary and proper to protect the interests of the State of Mississippi.

**4.3 Access to the RFP, Questions, and Answers**

In addition to any other means of distribution that may have been used, this RFP shall be placed on the PEER website, [www.peer.ms.gov](http://www.peer.ms.gov). Any person who wishes to direct questions to PEER regarding the RFP, or to receive copies of any and all questions and answers submitted by any RFP recipient, shall provide PEER with an email address for such distribution no later than July 12, 2024.

**4.43 Attachments**

Attachments A, B, and C to this Request for Proposals are made a part of this Request for Proposals as if copied herein in words and figures.

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

1. That he/she has thoroughly read and understands this Request for Proposals, and the attachments herein;
2. That the respondent meets all requirements and acknowledges all certifications contained in this and the attachments herein;
3. That the respondent agrees to all provisions of this Request for Proposals and the attachments herein;
4. That the respondent has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Request for Proposals.

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT A**  
**PROPRIETARY INFORMATION FORM**

The Respondent should mark any and all pages of this response considered to contain proprietary information. Such pages may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). Each page of this response considered, by the Respondent, to contain trade secrets or other confidential commercial/financial information should be marked in the upper right-hand corner with the word "CONFIDENTIAL." Any pages not marked accordingly will be subject to review by the general public after the award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly identify trade secrets or other confidential commercial/financial information may result in that information being released in a public records request.

For all procurement contracts awarded by state agencies, the provisions of the contract which contain 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.

If applicable, please indicate below which parts/pages the Vendor wishes to designate as proprietary. If this is not applicable, please indicate with "N/A" below.

- 1.
  
- 2.
  
- 3.
  
- 4.
  
- 5.

By signing below, I understand failure to clearly mark proprietary information as identified above may result in disclosure of such information as it will be subject to review by the general public after the award of the contract.

Signature of Authorized Official/ Title \_\_\_\_\_ Date \_\_\_\_\_  
(No stamped signature)

## ATTACHMENT B

### REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS REQUEST FOR PROPOSALS

1. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Vendor shall comply with applicable federal, state, and local laws and regulations.
2. Approval. The PEER Executive Director is solely responsible for approving any offer or contract resulting from this RFP. It is understood that this contract does not require approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration, Office of Personal Service Contract Review. PEER is an entity exclusively employing non-state service personnel and as such is exempt from the provisions of law establishing the jurisdiction of the Public Procurement Review Board, as set out in Section 27-104-7(2)(f), Mississippi Code of 1972.
3. Availability of Funds. It is expressly understood and agreed that there is no obligation on the part of the PEER Committee to pay all or any part of the Vendor's compensation and expenses associated with the project described in the scope of work section of this RFP. As provided for in H.B. 1093, Regular Session, 2022, Mississippi Development Authority is solely responsible for paying the compensation and expenses of the Vendor in an amount not to exceed \$100,000.00 (One Hundred Thousand Dollars).
4. Compliance with Laws. Vendor understands that PEER and the Mississippi Development Authority are equal opportunity employers and therefore maintain a policy which prohibits unlawful discrimination based on race, color, creed, gender, 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 Vendor agrees during the term of the agreement that Vendor will strictly adhere to this policy in its employment practices and provision of services. Vendor 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.
5. Payment. Vendor agrees to provide one (1) invoice for all compensation and expenses associated with this RFP and shall direct same to Mississippi Development Authority as provided by H.B. 1093, Regular Session, 2022.
6. E-Verification. If applicable, Vendor represents and warrants that it will ensure its compliance with the "Mississippi Employment Protection Act of 2008," and will register and participate in the status verification system for all newly hired employees, Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the state of Mississippi. As used herein, "status verification system" means the "Illegal Immigration Reform and Immigration Responsibility Act of 1996" that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Vendor agrees to provide a copy of each such verification. Vendor further

represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Vendor to the following:

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

In the event of such cancellation/termination, Vendor 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.

7. Indemnification. To the fullest extent allowed by law, Vendor shall indemnify, defend, save, and hold harmless, protect, and exonerate PEER, its Legislative members, 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 Vendor 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, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the State. Vendor 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. Vendor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.
8. Status as an independent contractor: The Vendor shall be an independent contractor of PEER and as such is not a servant of the PEER Committee or the State of Mississippi. Vendor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Vendor's personnel provided hereunder; comprehensive general liability; or professional liability insurance.
9. Representation Regarding Contingent Fees. Vendor 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 Vendor's proposal.
10. Representation Regarding Gratuities. While not controlled by the policies of the Regulations of the Public Procurement Review Board, PEER incorporates within this RFP Section 6-204 of Rules and Regulations of the Office of Personal Service Contract Review, and the Vendor agrees that it has not violated, is not violating, and will not violate the sections addressing the provision of gratuities.

11. Termination for Convenience.
  - a. *Termination.* The PEER Executive Director or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The PEER Executive Director or designee shall give written notice of the termination to Vendor specifying the part of the contract terminated and when termination becomes effective.
  - b. *Vendor's Obligations.* Vendor shall incur no further obligations in connection with the terminated work and, on the date set in the notice of termination, Vendor will stop work to the extent specified. Vendor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Vendor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The PEER Executive Director or designee may direct Vendor to assign Vendor's right, title, and interest under terminated orders or subcontracts to the State. Vendor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
12. 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.
13. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the "Mississippi Accountability and Transparency Act of 2008," Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Vendor as trade secrets, or other proprietary information, including confidential Vendor information or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

**ATTACHMENT C**  
**CERTIFICATIONS AND ASSURANCES**

I/We make the following certifications and assurances as a required element of the offer to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

**1. REPRESENTATION REGARDING CONTINGENT FEES**

Vendor represents that it **has/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 Vendor's proposal.

**2. REPRESENTATION REGARDING GRATUITIES**

The Respondent or Vendor represents that it **has/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 Office of Personal Service Contract Review Rules and Regulations.

**3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The respondent certifies that the prices submitted in response to the solicitation **have/have not** 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 proposal, or the methods or factors used to calculate price.

**4. PROSPECTIVE VENDOR'S REPRESENTATION REGARDING CONTINGENT FEES**

The prospective Vendor represents as a part of such Vendor's proposal that such Vendor **has/has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**Name/Title:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_

***Note:** Please be sure to **circle the applicable word or words** provided above. Failure to circle the applicable word or words and/or to sign the proposal form may result in the proposal being rejected as nonresponsive. **Modifications or additions to any portion of this proposal document may be cause for rejection of the proposal.***