



Attachment A
MS Emergency Management Agency
#1MEMA Drive
Pearl, MS 39288

Request for Proposal
To Provide
Professional Services

RFP NO. 08-S-02
Amendment 3
Changes in Red

Contact Person: **Jasper Welsch**
(601) 933-63**62**

MS EMERGENCY MANAGEMENT AGENCY
#1 MEMA Drive
Pearl, MS 39288
(601) 933-6362

INVITATION: Written proposals subject to the conditions herein stated and attached hereto, will be received at this office until Thursday, February 7, 2008, at 8:30 A.M., Central Time for providing the services as described below for the Mississippi Emergency Management Agency (MEMA). A Pre-Proposal Conference will be held on January 31, 2008 at 10:00 A.M. at the MS Emergency Management Agency in classroom 110. **Written Questions will be accepted until 10:00am on February 1, 2008 by the method listed below. Questions will be answered in the form of Amendments to this Request published on the MS Alternative Housing Program website at <http://www.mscottage.org>. No Amendments will be posted after 10:00am on February 4, 2008.**

DESCRIPTION: MEMA is hereby requesting written proposals to provide professional services.

MEMA will receive proposals from Proposers having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for this project must contain evidence of the Proposer's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by MEMA may be included elsewhere in the solicitation.

EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:

Qualifications of Proposers: The Proposer may be required before the award of any contract to show to the complete satisfaction of MEMA that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Proposer may also be required to give a past history and references in order to satisfy MEMA in regard to the Proposer's qualifications. MEMA may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to MEMA all information for this purpose that may be requested. MEMA reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy MEMA that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Proposer's qualifications shall include:

- A. The ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required;
- B. The ability of the Proposer to perform the work or provide the service promptly or within the time specified, without delay or interference;

- C. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer; and
- D. The quality of performance of previous contracts or services.

A selection committee made up by qualified MEMA staff shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

Step I: Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

Step II: Proposals that satisfactorily complete Step I will be reviewed/analyzed to determine if the proposal adequately meets the needs of MEMA. Factors to be considered are as follows:

- A. The overall quality of the proposed plan and management team for performing the required services –**Critical (total points-20)**
- B. Understanding of the project and its objectives **Critical (total points-15)**
- C. Familiarity with MEMA, and FEMA **Critical (total points-10)**
- D. The degree of completeness of response to the specific requirements of the solicitation **Very Important (total points-10)**
- E. Proposer’s ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible **Very Important (total points-10)**
- F. The personnel, equipment, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting **Important (total points-5)**
- G. A record of past performance of similar work. Direct experience in Mississippi is desirable **Very Important (total points-10)**
- H. Timeline for execution of project **Critical (total points-10)**
- I. Price **Important (total points-10)**

Step III: MEMA’s Purchasing Branch Director will contact the top three Proposers via telephone on February 7, 2008 by the close of business to schedule an interview on February 11, 2008.

Step IV: MEMA’s Purchasing Branch Director will contact the Proposer with the proposal that best meets MEMA’s needs (based on factors evaluated in Step II) and attempt to negotiate an agreement that is deemed acceptable to both parties.

ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST SHALL BE IN WRITING.

Inquires regarding this Request for Proposal must be mailed to:

Jasper Welsch
MS Emergency Management Agency
P O Box 5644
Pearl, MS 39288-5644
(601) 933-6362
or
jwelsch@mema.ms.gov
or
#1 MEMA Drive
Pearl, MS 39208

Proposals and attachments must be submitted to:

Jasper Welsch
MS Emergency Management Agency
P O Box 5644
Pearl, MS 39288-5644
(601) 933-6362
or
#1 MEMA Drive
Pearl, MS 39208

SPECIFICATIONS, TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES:

A. General Statement:

The CONTRACTOR will contract with the State of Mississippi (henceforth Mississippi or the State) to provide housing assistance to Mississippi residents through the implementation, management, financial oversight, and evaluation of the Mississippi Alternative Housing Pilot Program. The Contractor will coordinate with Mississippi, FEMA, HUD, and other public, private and non-profit entities to create housing solutions for Mississippi residents, both on a temporary and/or permanent basis, in conjunction with alternative housing designs created by the State.

Major objectives of this pilot project include:

- a. Identifying disaster victims enrolled in FEMA’s disaster housing program in need of housing assistance, either on a temporary or permanent basis. The contractor

- should use all available resources to ensure completeness and accuracy of the program population.
- b. Developing and implementing new and innovative permanent housing strategies to provide permanent housing for disaster victims using MAHPP housing units, in coordination with several applicable entities, including the State, FEMA, HUD, local governments, and other public, private and non-profit entities. The contractor will also work in partnership with local jurisdictions in developing and implementing their housing strategies involving the transition and permanent use of MAHPP housing units.
 - c. Managing the life cycle of alternative housing units, including the procurement, construction, site preparation and installation, maintenance, and disposal of alternative housing units, in conjunction with partnering entities when appropriate.
 - d. Developing and implementing processes for the audit and program evaluation of the MAHPP, including analyzing and recording the best practices and policies of the program.
 - e. Closing out the MAHPP, including assisting alternative housing tenants with their housing transition before deactivation, transferring technology and other program assets to MEMA, and facilitating the final disposition of alternative housing units.

B. Detailed Minimum Specifications:

The scope of this contract is for the CONTRACTOR to manage a turnkey operation to identify those in need of alternative housing solutions, develop alternative housing solutions, and implement those solutions from conception until final closeout. The State expects that 2,200 of 2,500 units designated for temporary use will be occupied by April 2, 2008, the estimated start date for the contract. The Contractor will take over management of these units and will be expected to have all temporary units installed by June 1, 2008. The Contractor will also develop solutions for the permanent placement of the alternative housing units. This will include substantial interaction with local governments, non-profits and for-profit groups, and other groups as necessary in developing concepts and policies that fit within the goals of MAHPP. While the temporary portion of the MAHPP has paralleled FEMA's temporary housing program, the permanent portion of the MAHPP will require different approaches and solutions, and the Contractor will work with different entities across several jurisdictions as necessary to develop and implement the permanent portion of the program.

The CONTRACTOR will oversee all aspects of the MAHPP, including the oversight of other contractor's activities and working with numerous State agencies, non-profit and for-profit entities, and other groups as necessary. As this is a pilot project, the Contractor and State agree that modifications to the scope of work may be required. Modifications

to the scope of work may require modifications to the budget. The State shall have the option of awarding all or part of the scope of work to one or more contractors.

CONTRACTOR services shall include, but are not limited to the following:

a. Identifying and Assisting Applicants:

- Identify potential applicants through FEMA's disaster housing program.
- Identify and analyze applicant housing needs in conjunction with development of permanent alternative housing solutions.
- Develop processes for selection and notification of applicants for permanent housing solutions involving the MAHPP.
- Conduct outreach to potential applicants in conjunction with development of permanent alternative housing solutions.
- Develop processes for communication with current and potential applicants throughout their tenure with the program, including selection, placement, residency and closeout.
- Assist applicants in securing housing before final deactivation. Develop and implement procedures to remove program applicants who do not comply with program requirements or state or local law.
- Develop necessary policies and procedures for occupancy, maintenance, eviction, purchase, and other related issues.

b. Developing Permanent Housing Solutions:

- Design and solicit permanent housing strategies and solutions involving the MAHPP, in conjunction with local governments, non-profit and for profit entities, community groups, the State, FEMA, and other public entities as necessary.
- Analyze various housing strategies, create criteria and processes for selection of housing strategies, and develop implementation plans in conjunction with appropriate entities.
- Manage all issues concerning permanent housing strategies, including applicant selection, site selection and preparation, ownership, and disposition of units.
- Identify and remove barriers to implementing permanent housing solutions by working with local governments, the State, FEMA and other entities as necessary.

c. Public Outreach and Local Support

- Work in coordination with MEMA External Affairs staff to draft news releases and make recommendations for possible media and public events.
- Coordinate with MEMA External Affairs staff to develop lines of communication with local governments, citizens, and community groups to encourage and obtain local support of MAHPP housing solutions.
- Coordinate constituent services issues with MEMA External Affairs staff.

d. Procurement:

- Determine the appropriate number and model of alternative housing units to be procured, either for temporary or permanent use.
- Manage and implement procurement process of alternative housing units, including bid development and solicitation, evaluation, and selection of bidders for alternative housing units.
- Provide similar services in the selection of other MAHPP contractors as needed to implement the program.
- Interface with the State and other contractors in the design, RFP preparation and procurement of the MS Eco Cottage.

e. Construction of Units:

- Develop construction schedules and track progress of construction of alternative housing units.
- Direct the delivery schedule based on production rates, tenant and site availability, in conjunction with partnering entities when appropriate.
- Coordinate with the Engineer of Record on construction quality assurance and issues impacting the product and its delivery.

f. Management Systems:

- Develop processes to manage the MAHPP, including unit maintenance, applicant issues, and unit deactivation and disposal. Coordinate with partnering entities in the management of permanent housing solutions.

- Implement and maintain a detailed program schedule and reporting system using a web-based platform. This platform will be used to track data from applicant identification, selection, and closeout through site inspection, installation, maintenance, demobilization, and final disposition of the alternative housing units. Information Technology Support and hosting of this platform will be the responsibility of the contractor. Source Codes and Data from the beginning of the project will be provided and must be incorporated into the platform. All source Codes and Data created by the contractor will be the property of the State.
- Develop, implement, and operate a comprehensive management operations system that includes a GIS tracking component using parcel level data layers. Within this system, create a database to track each program participant, appropriate information and communications, site information data, unit tracking data, commercial site data, maintenance tracking and reports modules. Programmers must be available on a daily basis to make changes or additions to the database tracking program.
- Interface with builders, haulers, and installers to track progress of production and installation of all units. Maintain a current database of location and status of all units. Coordinate with identified partners throughout the process when necessary.

g. Site Preparation and Installation:

- Coordinate with applicants on unit delivery schedules and unit placement on site.
- For individual sites, inspect each for compatibility prior to delivery of housing units to include soil and site conditions and process and quality check individual site plans. Identify needs and coordinate with appropriate State contractors to prepare site in accordance with delivery schedule. Ensure compliance with all environmental and permitting requirements. Monitor delivery and installation. Complete acceptance punch list and brief residents on unit operation. Provide quality control of installations and ensure that they meet the requirements of ATTACHMENT B.
- For units to be placed on a temporary basis, ensure that all temporary alternative units are installed by June 1, 2008.
- For permanent sites, in addition to tasks identified above, coordinate with partnering entities on site development and issues regarding group placement.
- For units to be placed on a permanent basis, ensure that at least 500 alternative units are installed by December 31, 2008.
- Develop foundation systems and methods for the permanent placement of units that are in compliance with manufacturers' specifications and all

applicable codes and standards, in conjunction with permanent housing solutions.

- Coordinate with partnered entities as appropriate on all aspects of site preparation and installation, including schedules, unit placement on site, and foundations.
- Ensure that all occupant compliance paperwork and permits are properly executed and maintained.
- Complete inspections for acceptance of units from the manufacturers.
- Administer the Haul-Install portion of the contract. The technical aspects of this program are included in Attachment B.

h. Quality Assurance and Safety:

- **The CONTRACTOR shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the CONTRACTOR'S staff and ensuring that accurate records are maintained describing the nature and disposition of all complaints. The records so created shall become part of the project documents.**
- The **CONTRACTOR** will develop and implement a safety plan and procedures for its staff and sub-contractors under its direct supervision for operations in accordance with Federal and State regulations. The **CONTRACTOR** will utilize its internal safety programs, modified as required to meet this requirement.
- Work with the State to ensure that its contractors, among them the builders, haulers, and installers, create and implement quality assurance plans and procedures.
- The **CONTRACTOR** shall be responsible for certifying Ready for Occupancy of each unit and educate and instruct occupants on utilization of the units. This will include certifying all requirements of Attachment B are met.
- The **CONTRACTOR** shall be responsible for reviewing and verifying its contractors' (builders, haulers, and installers) requests for payment within five (5) working days of receipt of the request.

i. Reporting:

- Develop and present project progress reports and make presentations as mutually agreed to with the State.
- Send a weekly report to the State that summarizes all project relevant activity. Include information on applicants, including demographics, housing timeframes, housing history, and housing needs. Include information relevant to all State sub-contractors working on the project to include production information from the builders. Send Daily reports on the number of units deployed, occupied, and the status of the Transition Area. Supply other daily reports as requested.
- Document the pilot program. Identify and document all program aspects, issues, schedules, lessons learned, recommendations, best practices and policies, and technology applications that meets all the requirements of the (MEMA/FEMA agreement).
- Produce a final report to the State of Mississippi, HUD, FEMA and other applicable governmental and non-governmental entities including all pertinent information listed above by December 31, 2011.
- Provide a final audit-ready financial report **of all activities of the contractor and subcontractors** to include electronic scanned copies of all support documentation.
- Monitor Performance Management Plan, update as needed, and create and submit the quarterly report as required by FEMA and HUD.

j. Closeout:

- Perform all tasks associated with closeout of the MAHPP, including transitioning applicants to post-program housing when necessary.
- Develop and implement processes to transfer all program assets to the State, including developed technology and data.
- Develop and implement a final disposition plan for housing units consistent with state law, FEMA requirements, and program goals. Plan should be developed no later than June 30, 2008 and implemented in full no later than December 31, 2008.

k. Administrative Requirements:

- Hiring Policies: In order to ensure that information provided by new hires is accurate and truthful, and to minimize potential liability for the

CONTRACTOR, all individuals hired as full time and/or part time regular employees will go through a post employment screening process by an independent third-party agency, as follows:

1. Once the employee has started to work and upon receiving the new hire paperwork, Corporate Human Resources will request from an independent third-party agency a verification search for Social Security number, references from the last two employers and criminal background from both county and state of residence.
 2. Exempt employees' scholastic and professional registration records, if applicable, will also be verified.
 3. Employees assigned a Company vehicle will be subject to driving record investigations, which will be conducted in accordance with the Fair Credit Reporting Act.
 4. All prospective candidates for positions that require driving a Company vehicle will be subject to driving record investigations prior to being hired. Guidelines are outlined below under "Policy Application for Prospective Hires."
 5. The reports from the independent third-party agency will be handled only by Corporate Human Resources and filed at its office. The **CONTRACTOR** commits not to use any information in the reports in violation of any applicable Federal or State equal employment opportunity law or regulation. Should management decide that, based on the report's information, an adverse employment action is necessary, the affected individual will be provided with: a copy of such decision, the name of the independent third-party agency, their address and phone number, and a copy of all FCRA regulations applicable to this situation.
- Data Security: Proof of Data Security shall be furnished by the **CONTRACTOR** prior to implementing any data storage as part of this RFP.
 - Financial Management: Finance and Administration Section will be responsible for supporting the PM with the following important contract tasks among other functions:
 1. Performance Metrics
 2. Subcontract Administration

3. Invoice/cost verification and processing - required by the client for cost reimbursement on all sub-contractors employed by contractor and all other MEMA contractors on the MAHP.
 4. Project Controls (monitoring budget)
 5. Conduct all financial cost analyses
 6. Conduct all procurement (contracts, supplies, etc.) required to implement the SOW.
 7. Collect and process all compensation and claims (workers compensation, sub-contractor invoices, etc.) Maintain contact with appropriate contracting officers on finance/administration matters.
 8. Ensure that all records are accurately completed and transmitted according to policy. Within 90 days of completion of work submit a Final Voucher.
- **Administrative Requirements Hiring Policies:** In order to ensure that information provided by new hires is accurate and truthful, and to minimize potential liability for **CONTRACTOR**, all individuals hired as full time and/or part time regular employees will go through a post employment screening process by an independent third-party agency, as follows:
 - Once the employees has started to work and upon receiving the new hire paperwork, Corporate Human Resources will request from an independent third-party agency a verification search for Social Security Number, references from the last two employers and criminal background from both County and State of residence.
 - The reports from the independent third-party agency will be handled only by Corporate Human Resources and filed at its office. The **CONTRACTOR** commits not to use any information in the reports in violation of any applicable Federal or State equal employment opportunity law or regulation. Should management decide that, based on the report's information, an adverse employment action is necessary, the affected individual will be provided with: a copy of such decision, the name of the independent third-party agency, their address and phone number, and a copy of all FCRA regulations applicable to this situation.
1. **Place of Performance:**

It is the intent of the **CONTRACTOR** to substantially perform program work in the State of Mississippi. Budget estimates are for the installation of units primarily within the counties of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties, but may also include areas within the State outside of these counties.

WRITTEN PROPOSAL SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:

- A. Background of the company, to include name, location of principal place of business, the place of performance of the proposed contract, date of incorporation
- B. Age and size of business
- C. Proposer must present a plan for accomplishment of all tasks that demonstrates understanding of the Mississippi Alternative Housing program.
- D. Proposer must have an established full-time office in Mississippi to facilitate timely and cost effective coordination. Subcontracting or partnering with a Proposer within the State of Mississippi will meet this requirement (résumés on this company/staff shall be included also).
- E. A listing of **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.**
- F. All information on the proposal form must be completed. Incomplete or unsigned proposal forms will be rejected.
- G. Timeline for execution.
- H. Total cost per hour per position for a **50**-hour workweek.

INSURANCE REQUIREMENTS

The successful Proposer shall be required to procure and maintain errors and omissions/professional liability coverage in the amount of \$500,000 per occurrence for the duration of the contract and offer proof of such coverage. Proposer will also be required to show proof of liability for injury to include worker's compensation and automobile coverage. MEMA reserves the right to request from carriers' certificates of insurance regarding the required coverage.

RENEWAL OF CONTRACTS

The contract may be renewed at the discretion of the agency upon written notice to the Contractor at least 60 days prior to the contract anniversary date for a period of one year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed two.

REJECTION OF PROPOSALS

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

- A. The proposal contains unauthorized amendments to the requirements of the RFP
- B. The proposal is conditional
- C. The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous
- D. The proposal is not received by the deadline
- E. The proposal is not signed by an authorized representative of the party
- F. The proposal contains false or misleading statements or references
- G. The proposal does not offer to provide all services required by the RFP

ACCEPTANCE OF PROPOSALS

MEMA reserves the right, in its sole discretion, to waive minor irregularities in proposals, a minor irregularity is a variation of the RFP which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of MEMA. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.

DISPOSITION OF PROPOSALS

All submitted proposals become the property of MEMA.

COMPETITIVE NEGOTIATION

The bidding method to be used is that of competitive negotiation from which MEMA is seeking the best combination of price, experience and quality of service. Discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, MEMA also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. Therefore, all parties are advised to propose their most favorable terms initially.

RFP DOES NOT CONSTITUTE ACCEPTANCE OF OFFER

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

EXCEPTIONS AND DEVIATIONS

Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the Proposer's intent to comply fully with the requirements as written. Conditional or qualified Proposers, unless specifically allowed, shall be subject to rejection in whole or in part.

NONCONFORMING TERMS AND CONDITIONS

A proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposal is subject to rejection as non-responsive. MEMA reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by MEMA of non-responsiveness based on the submission of nonconforming terms and conditions.

PROPOSAL ACCEPTANCE PERIOD

The original and four (4) copies of the proposal and all attachments (five (5) copies total) shall be signed and submitted in a **sealed envelope** or package to **Jasper Welsch**, MS Emergency Management Agency, #1 MEMA Drive, Pearl, MS, 39208 or P. O. Box 5644, Pearl, MS, 39288-5644 no later than eight thirty a.m. Central Time on **Thursday**

February 7, 2008. Timely submission of the proposal is the responsibility of the Proposer. Offers received after the specified time shall be rejected and returned to the Proposer unopened. **The envelope or package shall be marked “Sealed Proposal” and show the proposal number in the lower left hand corner.** Each page of the proposal and all attachments shall be identified with the name of the Proposer.

EXPENSES INCURRED IN PREPARING OFFERS

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

PROPRIETARY INFORMATION

The Proposer should mark any and all pages of the proposal considered to be proprietary information. 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.

ADDITIONAL INFORMATION

Questions concerning the request for proposal document must be submitted in writing to **Jasper Welsch**, MS Emergency Management Agency, #1 MEMA Drive., Pearl, MS, 39208, P O Box 5644, Pearl MS, 39288-5644, jwelsch@mema.ms.gov, or by fax to (601) 933-6806. Proposers are cautioned that any statements made by the contact person that materially change any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposal.

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

DEBARMENT

By submitting a proposal, the Proposer certifies that it is not currently debarred from submitting proposal for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

STANDARD TERMS AND CONDITIONS

- A. Certification of Independent Price Determination: The Proposer 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 proposal or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.
- B. Representation Regarding Contingent Fees: The contractor 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 contractor’s bid or proposal.
- C. 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.
- D. Applicable Law: The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Contractor shall comply with applicable federal and state local laws and regulations.
- E. Availability of Funds: It is expressly understood and agreed that the obligation of the State 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 alternation of the program under which funds were provided or if funds are not otherwise available to the state, the state 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 state of any kind

whatsoever. The effective date of termination shall be as specified in the notice of termination.

- F. Procurement Regulations: The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, MS, for inspection.
- G. Confidentiality: The Contractor shall agree to assure the confidentiality of any records obtained from MEMA as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the Contractor deemed confidential by MEMA pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of MEMA. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor shall rest with the Contractor.
- H. Compliance with Laws: The Contractor understands that MEMA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that they will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- I. **State Property:** The Contractor will be responsible for the proper custody and care of any State-owned property furnished for the Contractor's use in connection with the performance of this agreement. The Contractor will reimburse the State for any loss or damage, normal wear accepted.

THE FOLLOWING RESPONSE FORMAT SHALL BE USED FOR ALL SUBMITTED PROPOSALS:

- A. Completed and signed Invitation for Proposal Submission Form (included)
- B. Management Summary: Provide a statement indicating the underlying philosophy of the Proposer in providing the service.
- C. Proposal: Describe in detail how the service will be provided. Include a description of major tasks and subtasks. A timeline for execution shall be included in this section.
- D. Corporate experience and capacity: Describe the experience of the Proposer 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.

- E. Personnel: Attach resumes' of all those who will be involved in the management of this project that include their experience in the area of service delivery. Indicate the level of involvement by principals of the Proposer in the day-to-day operation of the contract. An organizational chart with specific assignments should be included. Also, the contractor shall agree not to re-assign personnel without written approval from MEMA.
- F. References: Give 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.
- G. 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.
- H. Additional data: Provide any additional information that will aid in evaluation of the response.
- I. Cost data: Estimate the annual cost of the service. Cost data submitted at this stage is not binding and is subject to negotiation if your Proposal is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample **organizational chart**). It is estimated that each staff member will work a 50-hour workweek. Hourly rates shall include all overhead, direct, indirect, fringe and other miscellaneous expenses. Lodging, travel, rental cars (or company vehicles), per Diem, gas and cell phones will be billed at cost.

The cost data should follow the following outline:

- Job Description
- Number of Positions
- Rate
- Total price per position

The proposals will be evaluated on these factors. Other costs listed above will be evaluated and approved during negotiations.

MS EMERGENCY MANAGEMENT AGENCY

INVITATION FOR PROPOSAL

SUBMISSION FORM

RFP # 08-S-02

Company _____

Address _____

Telephone Number/email _____

Proposer agrees to supply the products or services not to exceed the price below in accordance with the terms, conditions, and specifications contained in this proposal to assist with the management and administration of the Mississippi Alternative Housing Program for Hurricane Katrina and Rita for one (1) year.

Estimated Annual Cost:

\$ _____

Written:

NOTE: It is the Proposer's responsibility to provide adequate information in their proposal package to enable MEMA to ensure that the proposal meets the required criteria. Items listed in the package shall be in the same order as listed in the specifications. Failure to do so could result in the rejection of the bid.

EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of MEMA, or members of his/her family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

PROPOSER’S REPRESENTATION REGARDING CONTINGENT FEES

The Proposer represent as part of his proposal that such proposer [] has [] has not retained any person or agency on a percentage, commission or other contingent arrangement to secure this contract.

CONFLICTS OF INTEREST

The Proposer [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

AMENDMENTS AND ATTACHMENTS

I (we) hereby acknowledge the following Amendments and Attachments and are incorporated in this proposal:

- Attachment A, Amendment 3, _____(initial)_____ (date)
- Attachment B, Haul & Install
Technical Requirements, _____(initial)_____ (date)
- Attachment C, Final Questions
And Answers _____(initial)_____ (date)

COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

Signature

Date

Name (Printed)

Title