FIRST AMENDMENT TO
INVIATION FOR BIDS NO. 010-05
NOTICE AND INSTRUCTIONS TO AUCTION SERVICE VENDORS

Sealed bids will be received by the Mississippi Emergency Management Agency, "MEMA," at its offices at #1 MEMA, Pearl, Mississippi, until 10 a.m., Wednesday, **Sept. 15, 2010** ~~Sept. 1, 2010~~, and publicly opened thereafter for the purchase of:

AUCTION SERVICES

Proposals must be made on forms furnished by MEMA or they will not be considered. Letters will NOT be considered a part of your proposal and any alteration of the bid forms (INCLUDING THE SPECIFICATIONS) in any manner shall be considered non-conforming and shall be rejected.

Facsimile transmissions will not be considered.

It is the intent of the specification to obtain a service/product that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to review the entire Notice and Instructions and proposal packet and to notify the MEMA Procurement Division if the specifications, instructions, general or special conditions are formulated in a manner which would unnecessarily restrict competition. Any protest or question concerning the specification or bidding procedures must be received in writing by the MEMA Procurement Division by noon, Wednesday ~~Monday~~, Sept. 8, 2010 ~~Aug. 23, 2010~~. The MEMA Procurement Division may be reached at telephone number 601-933-6390 and by email at ewilliams@mema.ms.gov.

MEMA Procurement Division will prepare a written response to all inquiries and forward a copy of same to all persons/companies that have requested a copy of this bid proposal. Respondents shall rely only on this bid proposal and any written communications from the MEMA Procurement Division in submitting proposals. MEMA shall not be bound by any oral communications. Respondents who rely upon any oral communications regarding this bid proposal do so at their own risk.

Protest of the award of this bid shall be done in accordance with Chapter VI of the Procurement Manual of the Office of Purchasing and Travel of the Mississippi Department of Finance and Administration.

If you are submitting an **ALTERNATE BID**, YOU MUST MAKE A COPY OF ORIGINAL FORMS AND SUBMIT AS SEPARATE BID. Any and all bids submitted must comply with bid requirements.

The VENDOR 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, and the VENDOR agrees during the term of the agreement that the VENDOR will strictly adhere to this policy in its employment practices and provision of services.

IMMIGRANT STATUS CERTIFICATION - VENDOR represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. VENDOR further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and VENDORS who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. VENDOR acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one

year, or (c) both. VENDOR also acknowledges liability for any additional costs incurred by the MEMA due to such contract cancellation or loss of license or permit. The Mississippi Emergency Management Agency, "MEMA," requires VENDORS to provide a certification and agreement (Attachment B) to MEMA prior to execution of the contract.

For further information, the current version of the Mississippi Employment Protection Act may be viewed at the following web address:

http://billstatus.ls.state.ms.us/2008/pdf/history/SB/SB2988.xml

E-Verify™ is a free Internet-based system operated by the U.S. Department of Homeland Security's U.S. Citizenship and Immigration Services [USCIS], in partnership with the Social Security Administration. Information concerning E-Verify™ may be obtained by accessing the USCIS website at www.uscis.gov/E-Verify. First, select "Services and Benefits," then "Employer Information," next click the link "Services Available to Employers in the United States," and finally "Use E-Verify?" to download Publication M-655 (09/07). You will need Adobe Acrobat Reader to view and print this publication. Further information and assistance are also available for employers from USCIS toll-free at (888) 464-4218. Employers, contractors, subcontractors, and VENDORS can register online for E-Verify™ at https://www.vis-dhs.com/EmployerRegistration, which provides instructions for completing the secure registration process. These instructions are intended for informational purposes, only. VENDOR is solely responsible for compliance with the requirements of the Mississippi Employment Protection Act.

APPROPRIATE LITERATURE MUST BE SUPPLIED WITH BID TO SUBSTANTIATE COMPLIANCE WITH SPECIFICATIONS. **IF LITERATURE IS NOT PROVIDED, BID MAY BE REJECTED.**

MEMA reserves the right to reject any or all bids.

It is understood that all proposals are submitted on the basis of complying with the provisions, terms, and specifications set out herein, and in the proposal forms, **PROVIDED THAT YOU CAN DO SO UNDER THE VARIOUS GOVERNMENT RULINGS AND DIRECTIVES NOW IN EFFECT OR WHICH MAY BE ISSUED DURING THE PERIOD OF CONTRACT.** However, any change in specifications or provisions of the quotation should be discussed with the MEMA Procurement Division promptly upon your being advised of the Government ruling or directive necessitating a change.

MEMA reserves the right to waive minor technicalities on bid proposals and specifications when it is in the best interest of MEMA.

Proposals must be accompanied by a Cashier's Check, Certified Check, or bid Bond in the amount $5,000 made payable to the Mississippi Emergency Management Agency. **If a bid bond is used, it must be signed or countersigned by an agent of a surety company qualified and authorized to do business in the State of Mississippi in accordance with the laws of the State of Mississippi. In addition, said bid bond must be signed by the bidder. Any bid bond which does not contain these requirements shall be considered non-conforming and shall be rejected**. Cash, un-certified checks or money orders will not be accepted, in accordance with Section 65-1-85 Mississippi Code of 1972 Annotated.

Vendor must be duly qualified to do business and in good standing in the State of Mississippi and remain duly qualified and in good standing throughout the term of the contract and for as long thereafter as any obligations may remain outstanding under the contract.

Unless otherwise specified, all formal bids shall be binding for a minimum of 60 days after opening. If a bid is withdrawn after opening, Vendor will be removed from the list of eligible bidders for a period of 12 months.

The award, if made, will be by MEMA within 60 days after opening the proposal. After award is made by MEMA the purchase must be approved by the Office of Purchasing and Travel. Orders placed by a bidder prior to

the receipt of a Purchase Order will be at the bidders "OWN RISK" and MEMA will not be held liable for such action. Any bid received and opened that contains a price guarantee for any length of time other than the time of receipt of the materials and final payment by MEMA will not be considered.

Any contract or item award may be canceled with or without cause by MEMA upon 30 days written notice of intent to cancel. Cause for MEMA to cancel may include, but is not limited to: cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or, failure to perform to contract conditions. The Vendor will be required to honor all purchase orders prepared and dated prior to the date of expiration or cancellation if received by the Vendor within a period of 30 days following the date of expiration or cancellation. Cancellation by MEMA does not relieve the Vendor of any liability arising out of a default or nonperformance. If a contract is canceled by MEMA due to the request for increase in prices or failure to perform, Vendor may be removed from the bidders list for a period of 12 months. Protests of said removal from the bidders list shall be in accordance with Chapter VI of the Procurement Manual of the Office of Purchasing and Travel of the Mississippi Department of Finance and Administration.

Poor past performance by the VENDOR may be used to deem a bid non-responsible.

If award is made by the MEMA, a Letter of Award will be forwarded to the successful bidder.

VENDOR NAME & LOCATION:_____

***** BID IDENTIFICATION INFORMATION MUST BE AS SHOWN BELOW.*****

****

STREET DELIVERY:

BID 010-05
EDWARD WILLIAMS, PURCHASING OFFICER
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY
#1 MEMA DRIVE
PEARL, MS 39208

Sign your bid and return it, as shown above.

IF BIDS ARE NOT ADDRESSED AS SHOWN ABOVE, THEY WILL BE RETURNED

The **"Notice and Instructions"** is a part of your bid; sign and return with your BID PROPOSAL.

I/We certify that we have read and understand the "**NOTICE AND INSTRUCTIONS"** which is a part of this bid proposal.

Company:_____ Name :_____
(Print or Type)

Date :_____ Title :_____

Signed By:_____

CHECK LIST FOR SUBMITTING BID

PLEASE BE SURE THE ITEMS CHECKED BELOW ARE SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE CONSIDERED IRREGULAR AND BE REJECTED.

(X) "NOTICE AND INSTRUCTIONS" SIGNED AND ENCLOSED

(X) "PROPOSAL" SIGNED AND ENCLOSED

(X) BID IS ADDRESSED AS PER SAMPLE IN "NOTICE AND INSTRUCTIONS"

(X) CORRECT BID NUMBER IS USED IN ADDRESS (FROM PROPOSAL PAGE)

( ) FIVE PERCENT (5%) BID BOND ENCLOSED (5% OF THE TOTAL BID)

( ) ONE HUNDRED PERCENT (100%) BID BOND ENCLOSED FOR 100% OF THE TOTAL BID)

(X) SPECIAL BID BOND $5,000 ENCLOSED

(X) DETAILED LITERATURE TO PROVE COMPLIANCE WITH SPECIFICATIONS

(X) EEV CERTIFICATION AND AGREEMENT (ATTACHMENT A)

(X) SPECIAL REQUIRED CERTIFICATES AND/OR CERTIFICATION

( ) MISSISSIPPI CONTRACTOR CERTIFICATE OF RESPONSIBILITY NUMBER

( ) CONTRACT DOCUMENT SIGNED AND RETURNED

(X) COPY OF CURRENT MISSISSIPPI AUCTIONEER'S LICENSE AND PROOF OF LICENSURE FOR THE PAST 3 YEARS

PROPOSAL FOR FURNISHING AUCTION SERVICES
For the period of **Oct. 20, 2010** ~~October 1,~~ 2010 through **Oct. 19, 2011** ~~Sept. 30, 2011~~

Mississippi Emergency Management Agency
#1 MEMA Drive
Pearl, MS 39208

Gentlemen:

Pursuant to your advertisement for proposals to be received until 10 a.m., Wednesday, **Sept. 15, 2010** ~~Aug. 31, 2010~~, I/We _____ residing at_____ do submit our bid for furnishing the following in accordance with the bid requirements and the "Notice and Instructions." This proposal is made without collusion on the part of any person, firm, or corporation.

You are invited to submit a bid for auction services on an as needed basis for a one year period beginning Oct. 20, 5 through Oct. 19, 2011. The auction services agreement may be extended by the mutual agreement of MEMA and the VENDOR upon written acceptance of both parties. The only term of the auction services agreement that will change in a contract extension is the contract performance period. The term of an extended Auction Services Agreement is hereby set as beginning at the very end of the original auction services agreement, or the very end of the first extension period and ending exactly one year later. The maximum number of one year extensions shall be two.

REQUIRED SERVICES

VENDOR will provide services to auction Mississippi Park Model and Cottage (one, two and three bedroom) units on the Mississippi Gulf Coast.

The VENDOR will meet all of the following requirements and will provide references, samples, mailing list and /or other documentation as requested. The VENDOR shall provide appraisals, marketing plan, inspection, sale day process, collection of funds, sale day catalog, copy of buyer's invoices, and post auction reports. Post auction reports shall include at a minimum; year, make, and model; buyer name and address; sale price; COMMISSION; net proceeds; and grand totals at the bottom of the report.

The VENDOR must provide a copy of a current, valid license issued by the Mississippi Auctioneer's Commission for a minimum of the past three years and supply references of auctions conducted in the state for each of the past three years (Attachment A).
The VENDOR must provide all services required for an auction in the strictest accordance with the Mississippi Code 1972 Ann., the State of Mississippi/Department of Finance and Administration/Office of Purchasing and Travel and Fleet Management Procurement Manual, Mississippi State Property Office regulations, and any other applicable law, regulation, or requirement.
VENDOR shall use location of alternative housing units for the auction and work with MEMA staff and/or MEMA's contractors to ensure units are displayed for the public prior to the auction. Insurance of the items shall be maintained at all times by MEMA, until sale of units are final.
VENDOR must be qualified to provide the service of pre-auction appraisals.
VENDOR will provide real-time online internet bidding through a website made available to those who are allowed to participate in the auction. The VENDOR will be responsible. **MEMA shall receive a check within 10 business days from date of auction.** VENDOR will be responsible for processing all titles and /or bill of sales and collection of state sales tax when applicable.

Marketing campaign will be conducted jointly with MEMA staff and the vendor will also produce a full color brochure for direct mail to VENDOR'S established, well-maintained mailing list. VENDOR must maintain its own website with description and photos of auction items. The VENDOR shall be responsible for payment of all advertising and the promotion of the sale. The auction shall be advertised in accordance with section 8.101.03.7 of the Mississippi Office of Purchasing and Travel and Fleet Management Procurement Manual. Copies of the required advertisement shall be provided to the Mississippi Emergency Management Agency along with the proceeds check.
Unsold cottage units shall remain the property of MEMA.

After auction, any cottage units sold at auction but not yet removed from the auction site within 30 days from the date of the auction shall be removed from the site and stored by action company at the company's own expense, which may in turn be charged to the cottage purchaser.

Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workers' Compensation, Public Liability and Property Damages insurance.

Minimum liability insurance limits shall be as follows:

Coverages	**Limits of Liability (dollars)**
Workers' Compensation	As required by the Statutes of the State of Mississippi
General Liability	
General Aggregate	1,000,000
Products/Completed Operations Aggregate	1,000,000
Personal Injury	1,000,000
Each Occurrence	1,000,000

Security Requirements
A bond or cashier's check shall be issued for the purpose of guaranteeing performance of the VENDOR and full and correct payment for all equipment sold within 10 business days, or the return of title and all unsold equipment within 16 business days, after the date of the auction.
The VENDOR shall choose one of the following options:

1) A minimum of five consecutive calendar days prior to each auction conducted under this contract, the VENDOR may submit to MEMA a performance and payment bond in an amount equal to 150% of the estimated auction value of the equipment included in the auction by the MEMA to ensure full and complete performance of the contract. For buyback equipment with a guaranteed minimum, the performance and payment bond shall be in an amount equal to 110% of the appraised value.

Or

2) The VENDOR may submit a Public Entity Auction bond made payable to the MEMA in the amount of $1,000,000 covering the period of the contract. Provided however, that in the event the estimated value at any one auction exceeds $1,000,000, VENDOR shall obtain a performance

and payment bond for the amount of the estimate in excess of $1,000,000. Any performance and payment bond shall be obtained as set forth in number 1 above.

Or

3) A minimum of five consecutive calendar days prior to each auction conducted under this contract, the VENDOR may submit to MEMA a cashier's check in an amount equal to 150% of the estimated auction value of the equipment included in the auction by MEMA to ensure full and complete performance of the contract. For buyback equipment with a guaranteed minimum, the cashier's check shall be in an amount equal to 110% of the appraised value.

MEMA reserves the right to award to all responsible bidders meeting MEMA bid requirements.

CONTRACT

This Notice and Instructions to Auction Service Vendors, VENDOR'S bid, the acceptance of the bid whether in part or whole, and the Letter of Award to the successful Bidder(s) shall constitute a contract unless otherwise noted. The terms and conditions of this contract shall only be modified by written agreement of MEMA and the VENDOR.

TERMINATION

MEMA may terminate this contract in whole or in part upon 30 days written notice.

Both parties hereto represent that they have authority to enter into this CONTRACT.

COMPANY:_____ NAME:_____

ADDRESS:_____ SIGNED BY:_____

_____ TITLE:_____

PHONE :_____ DATE :_____

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY BY AND THROUGH THE EXECUTIVE DIRECTOR OF.

_____ _____

Thomas M. "Mike" Womack **Date**

PRICE SHEET BID FORM

Straight Commission Sale: A straight commission of _____ Percent (%) of the last bid made or received, "hammer price".

Guaranteed Net Sale for Buyback Equipment: VENDOR will guarantee gross sale of no less than the appraised amount less _____ Percent (%) commission charged for the guaranteed sale. Furthermore, VENDOR will pay MEMA a guaranteed net minimum of no less than the appraised value.

SURETY PROVIDED: TYPE_____

COMPANY/BANK: _____

AMOUNT: $_____

ORIGINAL WITH BID #_____

Attachment A

Qualifications and References Form

Auction Conducted For (Name of Client):_____
Contact Person:_____
Address:_____
Phone Number:_____
Fax No:_____

Auction Date:_____
Dollar Value of Equipment Auctioned:_____
Number of Registered Bidders:_____

Auction Conducted For (Name of Client):_____
Contact Person:_____
Address:_____
Phone Number:_____
Fax No:_____

Auction Date:_____
Dollar Value of Equipment Auctioned:_____
Number of Registered Bidders:_____

Auction Conducted For (Name of Client):_____
Contact Person:_____
Address:_____
Phone Number:_____
Fax No:_____

Auction Date:_____
Dollar Value of Equipment Auctioned:_____
Number of Registered Bidders:_____

Vendor Name:_____

Authorized Signature:_____

We agree to extend the prices quoted for the MEMA bid 010-05 for the period of **October 20, 2010** ~~October 1,~~ 2010 through **October 19, 2011** ~~September 30, 2011~~, to MEMA.

COMPANY:_____ **NAME:**_____

ADDRESS:_____ **SIGNED BY:**_____

_____ **TITLE:**_____

PHONE :_____ **DATE :**_____

Vendor Name_____

ATTACHMENT B

EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program***** operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subcontractor(s) verification of compliance with the Mississippi Employment Protection Act on the provided MEMA-approved form. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC at the time such subcontractor(s) is retained for the benefit of the MTC or this Contract.

_____
EEV***** Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____
Authorized Officer or Agent Date

_____ _____
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 201_____.

_____
NOTARY PUBLIC
My Commission Expires: _____