



**Mississippi Emergency Management Agency  
is  
INVITING BIDS ON AN EMERGENCY BASIS  
for  
Manufactured Housing Units  
Invitation for Bids No. 2020MHU001  
Issue date: September 11, 2020**

**MEMA WELCOMES PARTICIPATION OF MINORITY  
BUSINESSES**

**INVITATION:** Sealed Bids, subject to the attached conditions, will be received at this office until September 30th, 2020, 2:00 p.m., Central Time for the acquisition of the product/services described below.

**MISSISSIPPI EMERGENCY MANAGEMENT AGENCY  
1 MEMA DRIVE  
PEARL, MISSISSIPPI 39208  
<http://www.msema.org>**

**RESPONSE DEADLINE: [SEPTEMBER 30, 2020], 2:00 PM CENTRAL TIME**

**MEMA reserves the right to amend the contents of this IFB as it deems necessary. It is the Applicant's sole responsibility to monitor the website ([www.msema.org](http://www.msema.org)) for amendments to this IFB to ensure that their response is pursuant to the amended IFB, if applicable. If applicable, the acknowledgement of amendment(s) must accompany the Statement of Qualifications/Application.**

***MEMA RESERVES THE RIGHT TO REJECT ANY AND ALL STATEMENT OF QUALIFICATIONS/APPLICATIONS WHERE THE APPLICANT TAKES EXCEPTION TO THE TERMS AND CONDITIONS OF THE IFB AND/OR FAILS TO MEET THE TERMS AND CONDITIONS AND/OR IN ANY WAY ATTEMPTS TO LIMIT THE RIGHTS OF MEMA AND/OR THE STATE OF MISSISSIPPI, INCLUDING BUT NOT LIMITED TO, THE REQUIRED CONTRACTUAL TERMS AND PROVISIONS SET FORTH IN THIS IFB.***

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## SECTION 1

### 1.1 Background

The Mississippi Emergency Management Agency (MEMA) is the principal state agency responsible for disaster preparedness, response, recovery and mitigation. As a result of a comprehensive hazard and risk analysis conducted as part of the State’s Hazard Mitigation planning process, Mississippi was determined to be at significant to moderate risk from the following hazards: hurricanes, flooding, tornadoes, earthquakes and winter storms. Each of these hazards can temporarily or even permanently displace families from their homes.

Finding temporary or permanent housing can proved to be difficult for individuals who are victims of natural disasters. The newly created Office of Housing and Assistance is tasked to address this issue. A combination of disaster response, disaster recovery and affordable housing expertise is needed to successfully administer an effective housing program.

### 1.2 Purpose

The Mississippi Emergency Management Agency (MEMA) and Office of Housing and Assistance is seeking to establish a contract to provide MEMA with **no less than 300 Manufactured Housing Units (MHUs) (20 percent compliant with Uniform Federal Accessibility Standards (UFAS))** in compliance with all applicable local, Federal and State statutory requirements on an **emergency standby basis** following natural and man-made disasters. It is understood that any contract(s) resulting from this Invitation for Bids (IFB) requires approval by MEMA. Any contract resulting from this IFB shall become effective when fully executed by all parties. MEMA reserves the right to accept, reject or negotiate.

For purposes of this solicitation, the terms applicant, vendor, offerors, manufacturer, respondent and contractor are used interchangeably and mean a person(s) or firm(s) submitting a response to this solicitation.

The broad scope of the IFB is for vendor(s) to support the needs of MEMA and its Housing and Assistance Program.

### 1.3 Invitation for Bid

One (1) original and two (2) copies shall be submitted to 1 MEMA Drive Pearl, MS 39208 no later than the time and date specified for receipt of qualifications. The original and two (2) copies must include

identifiable exhibits. The identifiable exhibits should be separated from the other sections of the application. **(Identifiable includes, but is not limited to, the following: applicant's legal name (as well as former name or acronym), physical address, employee names, logo, social security number, TIN/EIN, business ID, etc.). If the exhibits identify or distinguish the applicant, the application will be immediately rejected and will not be considered for award.**

Timely submission of the sealed bid is the responsibility of the Applicant. Sealed bids received after the specified time, shall be rejected. The envelope or package shall be marked with the application opening date and time and the number of the Invitation for Bids. The time and date of receipt shall be indicated on the envelope or package. Required Letter of Intent

#### **1.4 Registration with Mississippi Secretary of State**

By submitting a bid response the Applicant certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within three (3) days of being offered an award. Proof of registration shall be furnished upon request within three (3) business days of written notification of award. Sole proprietors are not required to register with Mississippi Secretary of State.

##### **1.4.1 MAGIC Vendor Code**

Any Applicant who has not previously done business with the State and has not been assigned a Mississippi's Accountability System for Government Information and Collaboration (MAGIC) Vendor code should visit the following link to register:

[https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda\\_e\\_suco\\_sreg?sap-client=100](https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100) Supplier number shall be furnished upon request within three (3) business days of written notification of award.

#### **1.5 Vendor Self-Certification**

The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Applicant review the State of Mississippi Minority Vendor Self Certification Form

[https://www.mississippi.org/assets/docs/minority/minority\\_vendor\\_selfcertform.pdf](https://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf). This information is for tracking/reporting purposes only and will not be used in determining which Applicant will be chosen for the project. Any Applicant who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the bid.

Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at [minority@mississippi.org](mailto:minority@mississippi.org).

If Applicant is claiming status as a Minority Business Enterprise or Woman Business Enterprise, the Applicant must furnish the Minority Vendor Self-Certification Form within three (3) business days of written notification of award.

#### **1.6 Debarment**

By submitting a Statement of Qualifications/Application, the Applicant certifies that it is not currently debarred from submitting Statement of Qualifications/Application for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting applications for contracts issued by any political subdivision or agency

of the State of Mississippi. Written documentation that applicant (and its partners, if applicable) are not currently debarred shall be furnished upon request within three (3) days of written notification of award.

### **1.7 Additional Information**

From the release of this IFB until a contract is executed, Applicants shall not communicate with any MEMA staff concerning the IFB except by using the method described above. If the Applicant attempts any unauthorized communication, MEMA reserves the right to reject the Applicant's bid response.

### **1.8 Proprietary Information**

The Applicant should mark any and all pages of the qualification 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) and return completed Proprietary Information Form (Attachment I). 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.

### **1.9 Type of Contract – Firm Fixed Price Agreement**

A firm fixed-price contract provides a price that is not subject to adjustment because of variations in the contractor's cost of performing the work specified in the contract.

### **1.10 Written Qualifications**

All Statement of Qualifications/Applications shall be in writing.

### **1.11 Acknowledgement of Amendments**

Applicants shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid response, by identifying the amendment number and date in the space provided for this purpose on the Acknowledgement of Amendment form. The acknowledgment must be received by the Agency by the time and at the place specified for receipt of the bid response.

### **1.12 E-verification**

If applicable, Independent Contractor 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. Independent Contractor 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, Independent Contractor agrees to provide a copy of each such verification. Independent Contractor 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 Independent Contractor 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;
- b. the loss of any license, permit, certification or other document granted to Independent Contractor

by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

c. both.

In the event of such cancellation/termination, Independent Contractor 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. E-verify registration documentation shall be furnished upon request within three (3) business days of written notification of award. (See <https://www.uscis.gov/e-verify/e-verify-enrollment-page>).

### **1.13 Taxpayer Identification Number/Federal Tax Identification Number**

Taxpayer Identification Number (TIN) and Employer Identification Number (EIN) are defined as a nine-digit number that the IRS assigns to organizations. A completed W9 including valid TIN/EIN shall be furnished upon request within three (3) business days of written notification of award. (See <https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

## **SECTION 2**

### **2.1 Type of Contract**

Compensation for services will be in the form of firm fixed-price agreement.

### **2.2 Scope of Services**

The selected vendor(s) will perform, or cause to be performed, services relating to the provision of MHUs, which will aid MEMA in completing qualified housing programs eligible for disaster funding and fulfilling its statutory responsibilities for preparation, response, and recovery as related to disaster recovery.

The vendor(s) will support MEMA on a project-by-project basis with sound project management and resources to achieve the best value for the work being performed on an **emergency standby basis**. The vendor must have the ability to support and perform all tasks and to track and document such performance on a near real-time basis.

The vendor will provide and coordinate comprehensive project management services, to include: all phases of design, project planning, identification and adherence to project time constraints, budget adherence and cost control, scheduling construction, implementation, operation, restoration and removal from project beginning through project completion and closeout.

As the state's Hazard Mitigation Grant Program (HMGP) is intended to mitigate future loss of flooded homes, the MHUs to be provided must be ones that can be elevated in accordance with the specified jurisdiction's floodplain management requirements. The cost of preparing the site's elevation requirements should be included, if applicable.

**MHUs should include new two-and three-bedroom models including models that comply with HUD Code. Twenty percent of the units should comply with the minimum requirements of the UFAS without the need for adaptation of specialization. The interim housing unit should be factory pre-finished, transported and installed with no or minimal field finishing work, including the interior walls and partitions. The housing unit should be deployed to the selected site ready to be connected to existing municipal utilities or temporary services. The unit should be transported to the site fully furnished, with appliances and utility hook-ups such that the unit is ready for habitation.**

**They should be able to be relocated and re-reused.**

It is optimal to the vendor and the agency that the MHU's will return to the vendor after the mission is complete to refurbish and reallocate when the need may arise.

## **2.3 Minimum Qualifications**

MEMA shall not award any contract until the selected respondent, has been determined to be responsible. A responsible respondent must, at a minimum:

- Transport MHUs to the specified site locations;
- Install and activate MHUs on site;
- Obtain all permits that are required to perform the authorized scope of work;
- Provide insurance policies on the MHUs;

Activation of an MHU at a site location must occur no later than **14** days after issuance of an activation Work Order from MEMA. MHU deactivation and removal (to a designated Staging Area, if necessary) must occur no later than 7 days after a deactivation Field Order issuance date. Detailed requirements for these services are described in full below. During deactivation, Provider shall secure the MHUs (including HVAC, furniture, appliances, cabinets, etc.) in such a way to ensure that there is no damage to the MHUs or any components during removal. During the transportation processes, Provider shall ensure that the MHUs are secure and not damaged. Provider must comply with all applicable laws and regulations for transporting the unit. All damage to the MHUs during activation, deactivation, and transportation is Provider's responsibility.

Provider must be able to perform or cause to be performed all of the service categories listed herein to be considered eligible for award under this Solicitation. Provider should provide a detailed narrative of its experience as it relates to each of the service categories and clearly indicate if it intends to provide these services in house with existing staff or through subcontracting or partnership arrangements.

Respondent may submit a proposal for the following services:

- Deliver MHUs to staging area (includes MHUs specifications).
- Haul MHUs from staging areas to specified installation locations, install them on site and maintain them during the duration of occupation by residents.
- Deactivation of Units
- Provide insurance policies on MHUs in accordance with Section 3.1.

## **2.4 Haul & Install MHUs**

### **2.4.1 Regulatory Requirements**

Provider shall obtain all bonds and permits required for unit installation; obtain appropriately licensed staff and subcontractors to perform the work; and coordinate all efforts with all government entities as required by federal, state, and local laws and regulations. Provider shall use local subcontractors to the maximum extent possible.

### **2.4.2 Pick Up and Transport from Staging Area**

Contractor shall pick up the MHUs from the MEMA-designated staging locations or manufacturer facility and transport them to the installation sites. Contractor shall provide staff in staging locations to inspect units before dispatch.

### **2.4.3 Nominal Site Grading**

Provider shall provide site grading as part of the basic installation, including the work necessary to level the site to the extent that the MHU can be installed. Provider shall brief residents/MEMA personnel on unit operation and inspect each individual site for compatibility prior to delivery of housing units to include soil and site conditions and process and quality check individual site plans.

#### **2.4.4 Blocking, Leveling, Anchoring and Elevation**

Provider shall use piers consisting of double courses of concrete blocks. Provider shall meet or exceed the requirements of the local entity issuing the permits, state codes and the manufacturer's specifications, unless double blocking is prohibited by the local permitting entity. MHUs placed in a Special Flood Hazard Area, as identified by FEMA, must be elevated, to the fullest extent practicable, up to the Base Flood Elevation and must be adequately anchored.

#### **2.4.5 Power, Water and Sewer Connections**

Provider shall install all utility connections for sewer, water and electricity, including runs for each utility of up to 100 feet as defined by the local jurisdiction, as part of the basic setup for each MHU.

#### **2.4.6 Power Poles with Meter Loop**

Provider shall furnish and install power poles and meter loops, where necessary, with the appropriately sized service. Provider shall also install an overhead electric assembly, appropriately sized for the MHU scheduled to be installed with a weatherproof, rain-tight meter box containing the main circuit breaker. All components shall be installed in accordance with the National Electric Code (NEC) and local codes. All conduit connections must be watertight.

#### **2.4.7 Installation and Testing of HVAC**

Provider shall install the HVAC system provided with the MHU using properly qualified personnel. Installation of all HVAC components, including any external compressor units, shall be performed by Provider. Prior to reporting the unit Ready for Occupancy (RFO) in accordance with the requirements of the local jurisdiction, the Provider shall operate the HVAC units for 30 minutes to ensure that they are fully operable to ensure proper function and reliability.

#### **2.4.8 Skirting**

Provider shall furnish and install skirting for all MHUs in accordance with industry standards and federal, state, and local codes. The MHU tongue shall be skirted if required by a commercial park owner or local regulation.

#### **2.4.9 Removal of Equipment, Materials and Debris**

Provider shall remove all equipment, excess materials brought to the site, and debris resulting from the MHU setup and installation.

#### **2.4.10 Keys**

Provider shall provide a minimum of three sets of keys to MEMA for every MHU upon completion of unit installation and RFO. Provider shall identify and label all keys provided.

#### **2.4.11 Punch List**

Provider shall address and fix the identified punch list items within 24 hours of final inspections. Provider shall provide detailed documentation of actions taken to remedy said punch list items and the unit shall be made available to MEMA for verification. Punch lists are documented and will be inspected by a representative to document Provider's completion of the punch list times.

#### **2.4.12 Steps, Platform Stairs and Ramps**

Provider shall install steps and deck/landing at each entrance to the MHU unless the Work Order directs the installation of platform stairs or ramp. When constructing ramps, ADA standards shall apply.

#### **2.4.13 Clean and Make Ready for Occupancy**

Provider shall clean and make the MHU ready for occupancy in accordance with industry standards.

#### **2.4.14 Quality Assurance and Safety**

- Respondent shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided all times and in all respects in accordance with the contract.
- Respondent shall 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.
- Respondent shall be responsible for certifying Ready for Occupancy of each unit and educate and instruct occupants on utilization of the units.

#### **2.4.15 Minimum Qualification for Transport and Install MHUs**

- Respondent must have been in business transporting/hauling, installing and maintaining manufactured housing units for a minimum of five years or the principals/owners must have had recent ownership/executive management experience in a previous company that performed these services; and
- Respondent must demonstrate that it possesses the capability to perform the services in a reasonable time frame.

MEMA shall not award any contract until the selected respondent has been determined to be responsible. A responsible respondent must, at a minimum:

- Provide MHUs as requested.

Provider must be able to perform or cause to be performed the service category listed herein to be considered eligible for award under this Solicitation. Provider should provide a detailed narrative of its experience as it relates to the service category and clearly indicate if it intends to provide the service in house with existing staff or through subcontracting or partnership arrangements.

#### **2.4.16 Manufacture and Supply MHUs**

MEMA requires that the MHUs comply with 24 Code of Federal Regulations (CFR) Part 3280- Manufactured Home Construction and Safety Standards (“the HUD standards”).

All units placed in the coastal counties must be Wind Zone rated. The following list identifies Counties for the various wind zones used by FEMA. Counties that are not listed or that are within the 90-mph are in Zone 1.

- **Zone 4 (150 mph)**  
Jackson
- **Zone 3 (130 mph)**  
George, Greene, Hancock, Harrison, Pearl River, Perry and Stone
- **Zone 2 (110 mph)**  
Adams, Amite, Claiborne, Clarke, Copiah, Covington, Forrest, Franklin, Hinds, Jasper, Jefferson, Jefferson Davis, Jones, Kemper, Lamar, Lauderdale, Lawrence, Leake, Lincoln, Marion, Neshoba, Newton, Noxubee, Pike, Rankin, Scott, Simpson, Smith, Walthall, Wayne, Wilkinson and Winston.

All units must also be “Red Tagged” (HUD certification label) in accordance with all rules and regulations established by HUD and applicable state manufactured housing laws.

Each MHU must be new, fully furnished and come with an industry standard warranty.

#### **2.4.17 Storage**

The Manufacturer shall store all units at their yard until work at each site warrants delivery and placement of each unit, unless another staging area has been identified. Delivery and placement of the unit shall be coordinated through MEMA.

#### **2.4.18 Manufactured Housing Unit Types**

Provider must demonstrate the ability to provide several floorplans, based on the number of bedrooms:

- a) 3 bedrooms, 2 baths with dimensions proposed by manufacturer, minimum 900 sq. ft.
- b) 2 bedrooms, 1 bath with dimensions proposed by manufacturer, minimum 720 sq. ft.
- c) Comply with all wind zones
- d) Customization option

Provider’s proposal must include a summary of the number of each of the floorplans of MHUs, as detailed in Section 2.4.19 of this Solicitation, that can be delivered on site within the following time periods:

- Within 30 days of issuance of a Work Order by MEMA;
- 30 to 60 days after Work Order issuance; and
- 60 days to 120 days after Work Order issuance.

#### **2.4.19 Manufactured Housing Unit Specifications**

In addition to the requirements stated above, MHUs must conform to the following specifications:

- a) All units must include HVAC units. Manufacturer shall include ENERGY STAR certified, ductless, multi zone heating and cooling systems as manufactured by Mitsubishi Electric or

- an approved equal. The system shall be sized and zoned according to local code and meet all other energy efficiency standards required. Brand and model numbers of proposed equipment shall be submitted with the proposal. These costs shall be included within the price per square-foot.
- b) Units must be plumbed for connection to a septic tank or sewer system.
  - c) All appliances must meet accessibility standards and be ENERGY STAR certified where available. Brand and model numbers of proposed equipment shall be submitted with the proposal. These costs shall be included within the price per square-foot.
  - d) Manufacturer shall supply a stem wall foundation plan for each unit which meets applicable building codes. Plan shall include detailed location for point of connection for utilities including electrical, plumbing, telephone, cable and any other applicable connections.
  - e) Brand and style of proposed flooring shall be included in the submittal. Manufacturer shall install non-slip ceramic tile flooring in bathroom.
  - f) Each MHU must include the equipment and furniture itemized below, properly secured for transportation and prepared for installation at the home sites:
    - 18 cubic foot refrigerator/freezer;
    - Four burner electric stove/oven;
    - Small microwave;
    - Fire extinguisher;
    - Air filter for HVAC system;
    - Sink/plumbing and cabinetry in the kitchen area and bathrooms; and
    - All basic accessories in the kitchen and baths (shower rod, towel racks, toilet paper holder, etc.).
  - g) Respondent should include a furniture package for each unit as an add alternate on the cost proposal form. The furniture package shall include:
    - Table and four chairs for dining;
    - Sofa; and
    - Full-size bed with mattress and frame, four drawer chest of drawers and nightstand for each bedroom.
  - h) Other standard features for 1 bath, single wide, 2 bedroom and 2 bath, single wide, 3 bedroom should include:
    - 8 Foot Sidewalls
    - Removable Hitch
    - 6 Foot Covered Porch
    - Flat Ceilings
    - Sea Spray Ceilings
    - T & G OSB Flooring
    - Smart Panel Exterior Siding
    - Shingle Roof
    - Hardie Trim Around Windows Hitch End & Fds
    - Front Door- 38x76 Steel Door W/ Storm
    - Rear Door with Deadbolt & Peep Hole
    - White Six Panel Interior Doors
    - Vented Wire Shelf Over Washer/Dryer
    - 1 Inch Mini-Blinds
    - Valances
    - Wood Base Shelves in Cabinets
    - Formica Countertops
    - 30" Overhead Cabinets
    - 18 Ft Frost Free Refer (Black)

- Electric Range (Black)
- Lino Thru-Out
- 30-Gal Electric Water Heater
- 60" Tub
- Plumb for Washer
- 200 Amp Total Electric
- Wire for Dryer
- 11-11-14 Insulation

Construction

- 2x8 Floor Joist 24" O.C.
- 2x4 Exterior Walls 16" O.C.
- Truss Rafters
- 3/8" Wallpaper Covered Sheetrock Throughout
- White Framed Single Paned Windows
- 3/4" Tongue and Groove Flooring

**2.4.20 Minimum Qualifications: Manufacture, Supply and Deliver MHUs to Staging Areas**

- Respondent must have been in business manufacturing and supplying manufactured housing units for a minimum of five years, or the principals/owners must have had recent ownership/executive management experience in a previous company that manufactured and supplied manufactured housing units; and
- Respondent must demonstrate that it possesses the capability to deliver the number of units it proposes within the number of days required by the Solicitation.

**2.4.21 Performance Objectives, Goals and Outcomes**

- 1) Provider shall provide qualified personnel with experience in the provision of MHUs in emergency response conditions and the required number of personnel to accomplish the performance objectives.
- 2) All MHUs are to meet all other State standards of health and the environment.

**2.4.22 Term/ Renewal of Contracts**

The term of the contract shall be for **1 year**. The contract may be renewed at the discretion of MEMA upon written notice to the Independent Contractor prior to the contract anniversary date for a period of **one (1)** successive year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (**4**).

**2.4.23 Multiple Awards**

MEMA reserves the right to make multiple awards.

**SECTION 3**

**3.1 Sealed bid Response**

The sealed bid response shall be typed, indexed and numbered to allow for ease of handling by MEMA. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal and labelled with the corresponding tab reference noted below).

**Tab 1, Signature Page**

The form is Attachment A of this IFB document. This is one-page form must be fully completed, executed where provide and submitted under this tab as a part of the proposal submittal.

### **Tab 2, Profile of Firm**

The Profile of Firm Form is Attachment B of this IFB. This form must be fully completed, executed, and submitted under this tab as a part of the proposal submittal.

### **Tab 3, Proposed Services**

The Applicant shall, at a minimum, clearly detail the information submitted under this tab.

- A complete description of the products/services that the Applicant intends to provide.
- The Proposed quality control program; and
- Applicant's qualifications to perform the work, including experience with federally/state funded residential development.
- Demonstration of current capacity to carry out the work, including the ability to meet the Agency's schedule.
- **Response MUST include a floor plan and elevation drawing of unit proposed on Price Form. If multiple units fall within the price quoted, please provide all floor plans and exterior elevation that meet the requirements and unit size indicated on Price Form.**

### **Tab 4, Managerial/Financial Viability**

The Applicant entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified in the Organizational chart.

### **Tab 5, Client Information**

The Applicant shall submit a listing of at least three former or current clients for whom the Applicant has performed services similar or the same as those being proposed. The list shall, at a minimum, include:

- The client's name;
- The client's contact name;
- The client's telephone number;
- A brief description and scope of the service(s) and the dates the services were provided.

### **Tab 6, Subcontractor/Joint Venture Information**

- The Applicant shall identify whether the Applicant intends to use any subcontractors for this, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the Applicant under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.

### **Tab 7, MEMA Non-Collusive Affidavit**

- This form is Attachment C of this IFB document. This one-page form must be fully completed, executed where provided, notarized, and submitted under this tab as a part of the proposal submittal.

### 3.2 Proposed Total Costs

Proposers shall submit proposed total costs for each unit on the separate form of price submittals (Attachment D to the IFB package). The price submittal follows the format outlined below. Proposer should enter the total cost per square foot of one floor plan meeting the square footage indicated in table for evaluation of pricing submitted using the required elements discussed in previous section, Requirements.

**Identifying information that would require the identity of the Applicant should be marked in a separate package from the application and shall be marked as an exhibit to separate from other sections of the application. Identifying information includes applicant's name, address or any other information that would identify the applicant.**

Additional submission requirements include:

- Mailing or hand delivering one (1) original and two (2) copies of the Statement of Qualifications/Application in accordance with Section 1.2 shall be submitted in a sealed envelope or package to 1 MEMA Drive Pearl, MS 39208. The original and two (2) copies of sealed bid responses must be marked "ORIGINAL AND TWO COPIES WITH IDENTIFIABLE EXHIBITS." Sealed bid responses should be labeled as follows:

**Invitation for Bids for Manufactured Housing Units**  
**IFB No. 2020MHU001**  
**ORIGINAL AND TWO COPIES WITH IDENTIFIABLE EXHIBITS**  
**APPLICATION DEADLINE: September 30, 2020, 2:00 p.m., Central Time**  
**OPENING DATE: [September 30], 2020, 2:00 p.m., Central Time**  
**Mississippi Emergency Management Agency**  
**Attention: LaJessica Gatlin 1 MEMA Drive Pearl MS, 39208**  
**SEALED STATEMENT OF QUALIFICATIONS/APPLICATION PACKAGE**  
**\*\*\*DO NOT OPEN\*\*\***

- Timely submission of the Statement of Qualifications/Application package is the responsibility of the Applicant. Statement of Qualifications/Application received after the specified time will be immediately rejected, shall not be considered for award and Applicants shall be notified as soon as practicable of late application. The and date of receipt by MEMA will be indicated on the envelope of package by MEMA staff.
- Any Applicant claiming that its sealed bid response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§2561-1 et seq.), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.
- All sealed bid responses must be received by MEMA no later than **[September 30], 2020, 2:00 p.m., Central Time**. Bid responses submitted via facsimile (faxes) or email will not be accepted. It is recommended that if a bid response is mailed to MEMA, it should be posted in certified mail with a return receipt requested. MEMA will not be responsible for mail delays or lost mail.

### 3.3 Late Submissions

Sealed bid responses received after the exact time specified for receipt will not be considered unless it is the only bid response received.

### 3.4 Multiple Vendors

MEMA retains the right to contract with more than one manufacturer that meets the requirements of this solicitation.

### **3.5 Award**

The contract will be awarded by written notice, to the lowest priced Applicant(s) whose statement of qualifications meets the requirements and criteria set forth in this IFB.

### **3.6 Basis of Award**

All sealed bid response packages received in response to this IFB by the stated deadline will receive a comprehensive, fair, and impartial review. A review committee will consider the bid response in the following process:

**Phase I (Responsiveness):** All sealed bid responses received will be reviewed to determine if it is responsive based on the following mandatory requirements:

- Proposal submission deadline met;
- Table of Contents;
- Required format followed (typed, indexed and numbered);
- Completed and signed Acknowledgement of Amendment Form, **if applicable**
- Statement the applicant certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within three (3) business days of written notification of award. Sole proprietors are not required to register with Mississippi Secretary of State.

Each application that is determined incomplete may be declared non-responsive and may be rejected with no further evaluation. MEMA may request clarifications from the Applicant(s) in order to determine if they may advance to Phase II. Applicants that are determined to have complied will continue to Phase II, while Applicants that are determined to be non-responsive will be notified in writing of such determination.

**Applicants who do not move to Phase II will be promptly notified in writing (which may include electronic mail).**

**Phase II (Selection):** After MEMA has completed the evaluation of the qualifications, a summary report including all evaluations will be submitted to MEMA Executive Director. The lowest and most qualified bidder will be selected.

### **3.8 Notification**

All participating Applicants will be notified of MEMA's intent to award a contract. In addition, MEMA will identify the selected Applicant. Notice of award is also made available to the public upon request.

## **SECTION 4**

### **4.1 Required Contract Terms and Conditions**

By responding to this bid you agree with all terms and conditions.

### **4.2 Approval Clause**

It is understood that if this contract requires approval by the PPRB and/or the Mississippi Department of Finance and Administrative Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPTFM, it is void and no payment shall be made hereunder.

#### **4.3 Submission Checklist**

This checklist is provided for Respondent's convenience only and identifies documents that must be submitted with this Solicitation in order to be considered responsive. Any Solicitation Responses received without these requisite documents may be deemed non-responsive and may not be considered for contract award.

##### Statement of Qualifications/Application Submission Requirements

- Signature Page (Attachment A)
- Profile of Firm (Attachment B)
- Proposed Services
- Managerial/Financial Viability
- Client Information
- Subcontractor/Joint Venture Information
- MEMA Non-Collusive Affidavit (Attachment C)

Attachments: D, E, F, G, and H.

#### **4.4 Attachments**

The attachments to this Invitation for Bids are made a part of this Invitation for Bids as if copied herein in words and figures.

**Attachment A: Statement of Qualifications/Application Signature Page**

**Statement of Qualifications/Application Signature Page**

*Failure to complete, sign and return this signature page with your proposal may be cause for rejection.*

Company Name (including DBA)	
List Type of Organization (Corporation, Partnership, etc.)	
Name and Title of Person Authorized to Contract with MEMA	
Name and Title of Person Submitting Proposal	
Company Address	
Company Phone Number	
Email Address of Person Submitting	

*By signing below, I certify that the abovementioned information is true and complete, and I have the authority to bind the company. I do not have any questioned costs, audit, monetary and/or unresolved findings with MEMA. I understand that as a condition of award, I may be required to present documentation which verifies the accuracy of the information on this Statement of Qualifications/Application Signature Page. Any incorrect and/or missing information is considered non-responsive and is subject to rejection.*

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

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

Note: If you cannot certify the above statements, please explain in a statement of explanation.

**Attachment B: Profile of Firm Form**

**Profile of Firm Form**

**This Form must be fully completed and placed under Tab #2 of submittal**

Please answer the following questions: How many years has the firm been in business to perform the services outlined in this IFB? \_\_\_\_\_

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. *(Required)*

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If your company is not physically located in the region, how will you supply the services outlined in the IFB? If not applicable, please indicate "N/A." *(Required)*

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List all licenses or permits your company possess that are applicable to performing the services required in this IFB. *(Required)*

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Describe current financial position and cash flow of the Offeror and evidence that the Offeror has a history of financial solvency. *(Required)*

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Describe any contract terminations or non-renewals within the past ten (10) years. *(Required)*

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Describe any specific services which your company offers along with any innovative technology and techniques, specialized experience, certification, and/or education of your current staff. *(Required)*

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**Attachment C: Non-Collusion Affidavit**

**Non-Collusion Affidavit**

**Non-Collusive Affidavit:** The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said proposing entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or bid or to refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal or bid price of affiant or of any other proposer or bidder to fix overhead, profit or cost element of said proposal or bid price, or that of any other proposer or bidder or to secure any advantage against MEMA or any proposal or bidder or to secure any advantage against MEMA or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

**Verification Statement:** The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the Agency discovers that any information entered herein is false, that shall entitle MEMA to not consider nor make award or to cancel any award with the undersigned party.

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<b>Signature</b>	<b>Date</b>	<b>Printed Name</b>	<b>Company</b>
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**Attachment D: Form of Price Submittal**

**Form of Price Submittal**

Respondent **MUST** include a floor plan and elevation drawing of unit proposed on Price Form. If multiple units fall within the price quoted, please provide all floor plans and exterior elevation that meet the requirements and unit size indicated on Price Form. **Please indicate price per square foot, in accordance with specifications.**

**Contract Rate**

The total amount for these services is \$\_\_\_\_\_.

Number of Units	Type of Unit (2 bedroom, 3 bedroom, ADA compliant)	Price of Unit (per sq. ft., including furniture package)	Total

The pricing must include ALL associated costs with no additional or hidden fees.  
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, understands and agrees with this Invitation for Bids and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids and the attachments herein;
3. That the company will perform, without delay, the services required at the prices quoted in this **Attachment D**; and
4. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
5. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this IFB.

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

\_\_\_\_\_  
Authorized Representative Signature

## Attachment E: MEMA Standard Terms and Conditions

### MEMA STANDARD TERMS AND CONDITIONS

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the Required Clauses to be included in any contract resulting from this IFB.
4. That the company will perform the services required at the prices indicated above;
5. The company represents that its workers are licensed, certified and possess the requisite credentials to perform comprehensive therapeutic care services.
6. **NON-DEBARMENT** - By submitting a Statement of Qualifications/Application, the company certifies that it is not currently debarred from submitting qualifications for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state and that it is not an agent of a person or entity that is currently debarred from submitting qualifications for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state.
7. **INDEPENDENT PRICE DETERMINATION** - The company certifies that the prices submitted in response to the solicitation have been arrived at independently and without (for the purpose of restricting competition) any collusion, consultation, communication, or agreement with any other Applicant or competitor relating to those prices, the intention to submit a qualification, or the methods or factors used to calculate the prices qualifications/offered.
8. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES** - The prospective contractor represents as a part of such Contractor's qualifications or application that such Contractor has/has not (please circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
9. **REPRESENTATION REGARDING CONTINGENT FEES** - The company represents that it **has/has not** (please circle applicable word or words) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the company's qualifications or application.
10. **REPRESENTATION REGARDING GRATUITIES** - The bidder, Applicant, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

Company Name: \_\_\_\_\_

Printed name of authorized representative: \_\_\_\_\_

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

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

*Note: Please be sure to circle the applicable word or words on numbers 9 (Prospective Contractor's Representation Regarding Contingent Fees) and 10 (Representation Regarding Contingent Fees) above. Failure to circle the applicable word or words and/or sign the qualifications form may result in the qualifications being rejected as non-responsive. Modifications or additions to any portion of this IFB may be cause for rejection of applications.*

**Attachment F: Pre-Applicant's Statement of Acknowledgment**

**Mississippi Emergency Management Agency**

***Pre-Applicant's Statement of Acknowledgment***

I understand and acknowledge that my signature on the attached contract and other documents and exhibits does not constitute a contract until same is approved and signed by the Commissioner of the MEMA, who is that agency's official signature authority.

I further understand and acknowledge that the Commissioner of MEMA may direct Contracts and Procurement Unit, to reject any or all proposals.

Name \_\_\_\_\_

Organization \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

**Attachment G: References**

**PROFESSIONAL REFERENCES**

**REFERENCE 1**

Name of Company: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Email: \_\_\_\_\_

Alternative Contact Person (optional): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Email: \_\_\_\_\_

Description of services including start and end dates

## PROFESSIONAL REFERENCES

### REFERENCE 2

Name of Company: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Alternative Contact Person (optional): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Description of services including start and end dates

## PROFESSIONAL REFERENCES

### REFERENCE 3

Name of Company: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Email: \_\_\_\_\_

Alternative Contact Person (optional): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Email: \_\_\_\_\_

Description of services including start and end dates

*Applicant must submit 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. Applicant may submit as many references as desired by submitting as many additional copies of Attachment J, Professional References, as deemed necessary. References will be contacted in order listed until two (2) references have been interviewed and Reference Score Sheets completed. No further references will be contacted; however, applicants are encouraged to submit additional references to ensure that at least two (2) references are available for interview. MEMA staff must be able to contact two (2) references within two MEMA business days of application opening for Applicant to be considered responsible.*

## Attachment H: Certification of Respondent

### CERTIFICATION OF RESPONDENT

I/We make the following certifications and assurances as a required element of the IFB 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) by circling the applicable word or words in each paragraph below:

#### REPRESENTATION REGARDING CONTINGENT FEES

1. Contractor 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 Contractor's bid.

#### REPRESENTATION REGARDING GRATUITIES

2. The bidder or Contractor 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 Mississippi Personal Service Contract Review Board Rules and Regulations.

#### CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

3. The bidder 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 bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate price.

#### PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

4. The prospective Contractor represents as a part of such Contractor's bid
- 5.
6. that such Contractor 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 IFB form may result in the IFB being rejected as nonresponsive. **Modifications or additions to any portion of this IFB document may be cause for rejection of the IFB.**

## Required Clauses for Contracts Resulting from this Invitation for Bids

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. Contractor shall comply with applicable federal, state, and local laws and regulations.
2. **Availability of Funds.** It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
3. **Compliance with Laws.** Contractor understands that the Agency is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. 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.
4. **E-Payment.** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.
5. **E-Verification.** If applicable, Contractor 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. Contractor 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, Contractor agrees to provide a copy of each such verification. Contractor 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 Contractor 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 Contractor by an agency,

- department or governmental entity for the right to do business in Mississippi for up to one (1) year;  
or,  
c. both.

In the event of such cancellation/termination, Contractor 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.

6. Paymode. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
7. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*., a copy of which is available at 501 North West Street, suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.
8. Representation Regarding Contingent Fees. 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 Contractor's bid.
9. Representation Regarding Gratuities. Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.
10. Stop Work Order.
  - 1) Order to Stop Work: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
    - a) cancel the stop work order; or,
    - b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

- 2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
  - a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
  - b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- 3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- 4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

11. Termination for Convenience.

- a. *Termination.* The Agency Head 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 Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

12. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the

procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
  - d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one (1) or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
  - e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
  - f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
13. *Termination Upon Bankruptcy.* This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
  14. *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.
  15. *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 Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

### **Optional Clauses for Use in Contracts Resulting from this IFB**

1. Anti-assignment/Subcontracting. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Attorney's Fees and Expenses. Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
3. Authority to Contract. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
4. Information Designated by Contractor as Confidential. Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be 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. Any liability resulting from the wrongful disclosure of confidential information on that part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of MEMA shall result in the immediate termination of this agreement.
5. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act.

Mississippi Code Ann. §§25-61-1 *et seq.* If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Ann. §§25-61-9 and §79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.

6. Contractor Personnel. The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If MEMA reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to MEMA in a timely manner and at no additional cost to the MEMA. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
7. Debarment and Suspension. Contractor certifies to the best of its knowledge and belief, that it:
  - a) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
  - b) has not, within a three-year period preceding this IFB, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - c) has not, within a three-year period preceding this IFB, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
  - e) has not, within a three-year period preceding this IFB, had one (1) or more public transactions (federal, state, or local) terminated for cause or default.
2. Disclosure of Confidential Information. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*
3. Exceptions to Confidential Information. Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
  - a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
  - b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
  - c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
  - d) is independently developed by the recipient without any reliance on confidential information;
  - e) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,

- f) is disclosed with the disclosing party's prior written consent.
4. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.
  5. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises. Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
  6. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.
  7. Failure to Enforce. Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.
  8. Final Payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.
  9. HIPAA Compliance. Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
  10. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

11. Integrated Agreement/Merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.
12. (Contract Modification means any written alteration in contract requirements, deliverables, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract. Modifications must be approved by the PSCRB pursuant to Section 7-111 (Modifications) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*. Modifications shall not grant extra compensation, fee, or allowance to any Contractor after service is rendered or contract is made, unless contemplated within the contract itself or unless the scope of services is increased). Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
13. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
14. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Agency:	For Contractor:
[Name, Title]	[Name, Title]
[Agency Name]	[Contractor Name]
[Address]	[Address]
[City, State, Zip]	[City, State, Zip]

15. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
16. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor.
17. Ownership of Documents and Work Papers. Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project, which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon

termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.

18. (Please make sure you list all documents to be considered including amendments to the procurement or response, etc. In addition, make sure the order of these documents always has State's documents first, and Contractor's documents last, in order to ensure that State's documents always take precedence. Consult with your Attorney General Counsel if you have questions on the order of precedence. Delete if no documents need to be included.) Priority. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the IFB. Omission of any term or obligation from this agreement or attached Schedules [ ] or [ ] shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
19. Quality Control. 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 Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.
20. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three-year period, whichever is later.
21. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.
22. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
23. Right to Inspect Facility. The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
24. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any

invalid or unenforceable provisions in compliance with applicable law.

25. State Property. Contractor will be responsible for the proper custody and care of any state- owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.  
Third Party Action Notification. Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
28. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
29. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
30. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirement contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

**REQUIRED FEDERAL PROCUREMENT CLAUSES AS THIS CONTRACT IS ELIGIBLE FOR REIMBURSEMENT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY**

**A. Access**

MEMA, the subgrantees (counties and communities), FEMA, the Comptroller General of the United States, and any other duly authorized representatives to any of these bodies shall have access to any and all books, documents, papers, and records of the contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

**B. Byrd Anti-Lobbying Amendment**

Contractor shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Contract shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Contractor shall require all subcontractors to submit these same certifications. Contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**C. Clean Air and Water Acts Compliance**

At all times the Contractor shall be in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

**D. Energy Efficiency**

Contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**E. Procurement of Recovered Materials**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.”

**F. Suspension and Debarment**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by MEMA. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to

remedies available to MEMA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

**G. Retention of Records**

Contractor shall retain all records associated with this contract for three (3) years after MEMA or the subgrantees (the counties and communities) make final payments and all other pending matters are closed.

**H. DHS Seal, Logo, and Flags**

Contractor shall retain all records associated with this contract for three (3) years after MEMA or the subgrantees (the counties and communities) make final payments and all other pending matters are closed.

**I. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**J. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**K. Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and (Statements) applies to its actions pertaining to the contract

## Timeline

- Invitation for Bid (IFB) Issue Date: 09/11/2020 & 09/18/2020
- Bid Package Submission Deadline/Opening: 09/30/2020, 2:00 p.m. CST