

Mississippi Emergency Management Agency

#1MEMA Drive

Pearl, MS 39208

Request for Proposal

To Provide an

Emergency Standby Contract for Base Camps

RFP NO. LOG122017B

Contact Person: Edward Williams, Branch Director

(601) 933-6390

FAX: (601 933-6630

ewilliams@mema.ms.gov

**INSTRUCTIONS AND SPECIAL CONDITIONS FOR PROPOSAL TO PROVIDE AN EMERGENCY STANDBY CONTRACT FOR BASE CAMPS**

INVITATION: Written sealed proposals subject to the conditions herein stated and attached hereto, will be received at this office until 1p.m. Central Standard Time, January 25, 2018, for providing the services as described below for the Mississippi Emergency Management Agency. Proposals received shall be opened in the presence of two or more agency procurement officials and not publically.

DESCRIPTION: The Mississippi Emergency Management Agency, hereinafter referred to as “MEMA,” is hereby requesting written proposals to provide an Emergency Standby Contract for Base Camps. This is procurement is open to those companies who satisfy the minimum qualifications stated herein and are available to work in the State of Mississippi.

MEMA will receive proposals from firms having specific experience and qualifications in the areas identified in the solicitation. For consideration, proposals for the project must contain evidence of experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by MEMA may be included elsewhere in the solicitation. Unless otherwise stated, all offerors shall provide profiles and resumes of staff to be assigned to the project, references, illustrative examples of similar work performed and any other information that clearly demonstrates the offeror’s expertise in the area of the solicitation.

NOTE: Any conversation with any employee of MEMA is not authorized, nor is MEMA responsible for information provided by an employee, except as detailed below.

The original and three (3) copies of the proposal and all attachments (four (4) copies total) along with one electronic copy of the proposal, saved as a .pdf file and stored on a CD or USB flash drive, shall be signed and submitted in a sealed envelope or package. **The envelope shall be clearly marked “Sealed Proposal” and show the proposal number, proposal opening date and time in the lower left hand corner on the outside of the envelope**. Each page of the proposal and attachments shall be identified with the name of the offeror. Proposals must be submitted in writing to the following address:

Proposal No.LOG122017B

Edward Williams, Branch Director

#1 MEMA Drive

Pearl, MS 39208

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

1. The overall quality of the proposed plan for performing the required services – the plan should reflect an understanding of the project and its objectives. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. (Very Important – 20 points)
2. Proposer’s ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible. (Very Important – 20 points)
3. The personnel, equipment, facilities and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting. (Important – 15 points)
4. A record of past performance of similar work. (Very Important – 20 points)
5. Price. (Critical – 25 points)

Inquiries regarding this Request for Proposals Proposals and attachments must be submitted

must be directed to: to:

Edward Williams, Branch Director Edward Williams, Branch Director

Mississippi Emergency Management Agency Mississippi Emergency Management Agency

#1 MEMA Drive #1 MEMA Drive

Pearl, MS 39208 Pearl, MS 39208

601-933-6390 601-933-6390

ewilliams@mema.ms.gov \* ewilliams@mema.ms.gov

\*If no response is received to an email inquiry after two (2) working days, please direct all questions to the telephone number listed.

Dates of Publication for this Request for Proposals: December 28, 2017

 January 04, 2018

**GENERAL CONDITIONS**

ALL PROPOSALS SUBMITTED MUST BE IN COMPLAINCE WITH THE GENERAL CONDITIONS SET FORTH HEREIN. ALL OFFERORS ARE OBLIGATED TO READ, UNDERSTAND AND AGREE TO THESE CONDITIONS WHEN SUBMITTING A PROPOSAL FOR A PROPOSAL TO BE CONSIDERED RESPONSIBLE.

1. **ACKNOWLEDGMENT OF AMENDMENTS.** Amendments modifying plans and/or specifications may be issued if time permits. Should it become necessary to issue an amendment within the three-day period prior to the proposal opening, the Proposal date will be reset giving offerors ample time to answer the amendment. When replying to a proposal request on which an amendment has been issued, the offeror shall execute the Acknowledgement of Amendments/Addendums page as well as the Offeror Execution Page which indicates that provisions of the amendment have been noted and that the proposal is being offered in compliance therewith. Failure to make this statement may result in the proposal being rejected as not being in accordance with the revised specifications or plans. The acknowledgment must be received by the MEMA by the time and at the place specified for receipt of bids.
2. **ALTERNATIVE PROPOSALS.** Alternative proposals unless specifically requested will not be considered. An alternate is considered to be a proposal that does not comply with the minimum provisions of the specification.
3. **APPLICABLE LAW.** The contract shall be governed by and construed in accordance with the laws of the state of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The offeror shall comply with applicable federal, state and local laws and regulations.
4. **ANTI-ASSIGNMENT/SUBCONTRACTING.** The offeror shall not assign, subcontract, or otherwise transfer this agreement, in whole or 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.
5. **AVAILABILITY OF FUNDS.** It is expressly understood and agreed that the obligation of the state to proceed under this agreement is conditioned upon the appropriate 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 re, 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 alternation of the program under which funds were provided or if funds are not otherwise available to the state, the state shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
6. **AWARD OF CONTRACT.** The award, if made, will be made by MEMA within 60 days after opening the proposal. The purchase must be approved by the Office of Purchasing and Travel prior to an award by MEMA. Orders placed by an offeror prior to the receipt of a purchase order and execution of a contract will be at the offeror’s “OWN RISK” and MEMA will not be held liable for such action.
7. **BIDDING BY STATE EMPLOYEES**. Bidding by state employees is prohibited. It is unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise equipment or material, or similar commodity to the State of Mississippi during the tenure of his office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the State.
8. **BOUND BY PROPOSAL.** Unless otherwise specified, all formal proposals shall be binding for a minimum of 60 days after opening. If a proposal is withdrawn after opening, Offeror may be removed from the list of eligible offerors for a period of 12 months.
9. **CANCELLATION.** Any Contract or item award may be cancelled for cause by either party with the giving of 30 days written notice of intent to cancel. Cause for MEMA to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchase; request for increase in prices during the period of the Contract; or failure to perform to Contract conditions. The Contractor shall be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the Contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by MEMA does not relieve the Contractor of any liability arising out of a default or nonperformance. Cause for the Contractor to cancel shall include, but it not limited to, the item(s) being discontinued and unavailable from the manufacturer.
10. **COMPLIANCE WITH LAWS.** Contractor understands that the MEMA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, 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.
11. **CONTINGENT FEES.** Contingent fees prohibited. Offeror 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 proposal.
12. **COST OF PROPOSAL.** MEMA accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the offeror.
13. **DEBARMENT.** By submitting a proposal, the offeror certifies that it is not currently debarred from submitting proposals or bids for contracts issued by any political subdivision or agency of the state of Mississippi and that it is not an agency of a person or entity that is currently debarred from submitting proposals or bids for contracts issued by a political subdivision or agency of the state of Mississippi.
14. **DISPOSITION OF PROPOSALS.** All submitted proposals become the property of the state of Mississippi.
15. **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. Miss. Code Ann. § 31-7-305 (1972, as amended).
16. **E-VERIFICATION.** The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, *et seq*. of the Mississippi Code Annotated (Supp. 2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United State Department of Homeland security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following:
	1. Termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public or,
	2. The loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or,
	3. Both.

In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the state due to contract cancellation or loss of license or permit.

1. **EQUAL EMPLOYMENT OPPORTUNITY.** This purchase will be subject to the provisions of Executive Order 11246 if it is not otherwise exempt. Except in contracts exempted in accordance with Section 204 of the Executive Order 11246, as Amended, all Government contracting agencies shall include in every Government contract hereafter entered into the following provision. During the performance of this contract, the contractor agrees as follows:
	1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applications for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
	2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
	3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under Section 202 of Executive Order No. 11246 of Sept. 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
	4. The contractor will comply with all provision of Executive Order No. 11246 of Sept. 24, 1965, and the rules and regulations and relevant orders of the Secretary of Labor.
	5. The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
	6. In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
	7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or offeror. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the even the contractor becomes involved in, or is threatened with, litigation with a subcontractor or offeror as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230].
2. **GIFTS, REBATES, GRATUITIES.** Acceptance of gifts from contractors is prohibited. No officer or employee of the Office of Procurement and Contracts, no head of any state department, institution or agency, nor any employee of any state department, institution or agency charged with responsibility of initiating requisitions, shall accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of materials, supplies, or equipment for the state of Mississippi may be awarded, rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future rewards or compensation.
3. **INFORMATION ON PROPOSAL RESULTS.** Proposal files may be examined during normal working hours by proposal participants. Nonparticipants will be prohibited from obtaining any information relative to the proposal until the official award has been made. MEMA reserves the right to restrict the availability of the proposals during the evaluation process so as to improve the efficiency of the valuation and award process.
4. **OFFERING BY STATE EMPLOYEES.** Offering by state employees is prohibited. It is unlawful for any state official or employee to propose on, or sell, or offer for sale, any merchandise equipment or material, or similar commodity to the state of Mississippi during the tenure of his office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the state.
5. **PREPARATION OF PROPOSALS**
	1. Failure to examine any drawings, specifications, and instructions will be at offeror’s risk.
	2. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing proposal.
	3. Brand Names: Any reference to brand names and numbers in the Request for Proposal is descriptive, but not restrictive, unless otherwise specified. Proposals on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the proposal clearly describes the article offered and how it differs from the referenced brands. If equipment or supplies of another brand or of other construction than that specified herein is offered by offeror, such offeror shall set forth in his proposal a detailed statement indicating wherein each item offered deviates from these specifications. Unless the offeror specifies otherwise in his proposal, it is understood that the offeror is offering a referenced brand item as specified in the Request for Proposals. MEMA reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name referenced, and MEMA may require an offeror offering a substitute to supply additional descriptive material and a sample. When merchandise received from a successful offeror is not considered an equal by the requester, it will be returned to the offeror, shipping charges collect.
	4. Specification: It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor.
	5. Information and Descriptive Literature: Offerors must furnish all information requested in the spaces provided on the proposal form. Proposal samples or descriptive literature should not be submitted unless expressly requested and that, regardless of any attempt by a offeror to condition the proposal, unsolicited proposal samples or descriptive literature which are submitted at the offeror’s risk will not be examined or tested and will not be deemed to vary any of the provisions of the Request for Proposals. Further, any sample submitted will be returned only at the offeror’s expense. It should also be known that when samples are requested, it may be necessary that the sample be damaged or destroyed in the process of evaluation, in which case neither the state nor the purchasing agency shall be responsible for reimbursement to the offeror.
6. **PROCUREMENT REGULATIONS.** The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.
7. **PROPOSAL OPENINGS.** Proposal openings will be conducted open to the public. However, they will serve only to open, read and tabulate the proposal price on each proposal. No discussion will be entered into with any offeror as to quality or provisions of the specifications and no award will be made either stated or implied at the proposal opening.
8. **REJECTION OF PROPOSALS.** MEMA reserves the right to reject any or all proposals.
9. **RFP DOES NOT CONSITUTE ACCEPTANCE OF OFFER.** The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate MEMA to execute a contract with any other party. MEMA reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with MEMA.
10. **SPECIFICATION CLARIFICATION.** Inquiries pertaining to RFPs must include the RFP number and opening date. It shall be incumbent upon all offerors to understand the provisions of the specification and to obtain clarification from the MEMA Office of Procurement and Contracts prior to the time and date set for the proposal opening. Such clarification will be answered only in response to a written request. No clarification will be offered as a response to a telephone request.
11. **SUBSTITUTIONS DURING CONTRACT.** During the term of a contract if adequate documentation is provided that supports the claim that the contact item(s) are not available, then items which meet the minimum specifications may be substituted if approved by the Office of Procurement and Contracts and are deemed to be in the best interest of MEMA.
12. **TAXES.** MEMA is exempt from Federal excise taxes and state and local sales or use taxes and offerors must quote prices which do not include such taxes. Exemption certificates will be furnished upon request. Contractors making improvements to, additions to or repair work on real property on behalf of MEMA are liable for any applicable sales or use tax on purchase of tangible personal property for use in connection with the contracts. Contractors are likewise liable for any applicable use tax on tangible personal property furnished to them by MEMA for use in connection with their contracts.
13. **TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION.** Material designated as trade secret, proprietary, or confidential which accompanies the proposal shall be clearly identified and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. Prices and makes and models or catalog numbers of the items, offered, deliveries, and terms of payment shall be publically available at the time of proposal opening regardless of any designation to the contrary. The procurement officer shall examine the proposals to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing in accordance with § 25-61-1 et seq. Miss. Code Ann. Of 1972. If the parties do not agree as to the disclosure of data, the procurement officer shall inform the offerors in writing what portions of the proposals will be disclosed and that, unless the offeror procures a court order protecting the information, the proposals will be so disclosed.
14. **UNTIMELY PROPOSAL SUBMISSIONS.** Timely submission of the proposal is the responsibility of the offeror. Proposals will not be accepted or considered after the time specified in the Request for Proposal Instructions and Special Conditions. Proposals received after the submission deadline will be returned unopened, provided that a return address is visible.
15. **WAIVER.** MEMA reserves the right to waive any general conditions or any minor technicalities on proposals and specifications when it is in the best interest of MEMA, but MEMA is in no way required to waive said general conditions or minor technicalities. This waiver may be made so long as such waiver is not given so as to deliberately favor any single offeror and would have the same effect on all offerors.
16. **SPECIFICATIONS, TERMS AND CONDITIONS FOR THE STATE OF MISSISSIPPI STANDARD HAZARD MITIGATION PLAN UPDATE 2018:**

General Statement: MEMA is desirous of securing services to provide an emergency stand by for base camps during a state of emergency. Additional information may be obtained by written request from, Edward Williams, Purchasing Officer, MEMA, #1 MEMA Drive, Pearl, MS 39208, ewilliams@mema.ms.gov.

**Detailed Minimum Specifications:** The scope of this contract calls for a primary contract commercial vendor as the primary source for the State of Mississippi to establish specified emergency crisis base camps providing total turn-key base camp support services inclusive of; 1) camp and subcontractor mobilization, 2) camp site preparation, 3) installation, 4) camp management and operation, and 5) camp demobilization as set forth herein. The contractor shall habituate all authorized camp occupants with temporary billeting structures, pole tents or frame tents, and other facilities with air conditioning and/or heating, and leveled hard floors, and providing for; 1) bedding & linens, 2) kitchens/meal services, 3) shower units, 4) laundries/service, 5) restrooms (toilets), 6) hand wash units, 7) “certificated” potable (drinking) water, 7) on-site removal of black and gray water and associated on-site sanitation systems, 8) power generation and camp lighting. The primary contract commercial vendor will be responsible for all requisite ablution equipment and commodity reordering necessary to support the camp including, but not limited to; 1) Kitchen/Food Services, 2) showers, 3) laundries, and 4) restrooms. The primary contract commercial vendor will be responsible for providing single standalone items that may be required for use at locations other than base camps including, but not limited to; 1) Kitchen/Food Services, 2) showers, 3) laundries, and 4) restrooms. The contractor shall provide services in compliance with the American with Disabilities Act.

The Mississippi Emergency Management Agency, SEOC Logistics Chief and Operations Chief reserves the right to estimate base camp populations at the time of release order award and throughout the duration of the release order for billing purposes scaled on a daily average basis as follows:

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| --- |
| **Services Provided** |
|  Type I Support (2001 + persons) |
| Type II Support (1501-2000 persons) |
| Type III Support (1001 - 1500 persons) |
| Type IV Support (751 - 1000 persons) |
|  Type V Support (501-750 persons) |
| Type VI Support (251-500 persons) |
| Type VII Support (101-250 persons) |
| Type VIII Support (0-100 persons) |

**SCHEDULE A - FACILITIES**

1. **SITE LAYOUT**

The contractor shall provide campsite layout in accordance with spacing and implement erosion controls in accordance with EPA Protocol 883-91-100. The contractor shall perform all necessary site excavation to establish positive drainage and make site ready for placement of contractor provided equipment and assets. The contractor shall maintain campgrounds on a periodic basis to include brush clearing, grass and brush cutting.

1. **FACILITIES OVERVIEW**

Contractor provided billeting shall be provided in commercially available climate controlled facilities which include floors, doors, lights, sleeping cots and fire extinguishers in accordance with ANSI Z.4.4, NFPA 102, CH 7,8 and 9 and NFPA 101. Such billeting shall be fully installed and ready for occupancy within 72 hours after release order. Changes to accommodate increases or decreases in camp population shall be completed within 24 days after notice provided by the Mississippi Emergency Management Agency Contracting Officer and the Unified Logistics Command Base Camp Coordinator.

Tents provided shall typically be one or two type pole tents or frame tents. Alternate structures, which meet or exceed these specifications, may be substituted with approval of the Mississippi Emergency Management Agency Contracting Officer and the Logistics Command Base Camp Coordinator. All billet facilities shall be installed in accordance with referenced codes and manufacturers approved engineering data. All structure engineering data shall be maintained on file in the project site office. Air movement within structures shall be in accordance with ANSI Z.4.1.4. Pole tents shall be supported with large center poles and side poles. Pole tents shall be anchored via double ropes and pins. The pins shall be driven into the earth 48” and the 5/8” diameter ropes have a tensile strength of 5000 pounds. The double anchor points shall be spaced 7’6” on center around the perimeter of the tent. Pole tents shall comply with Mississippi Fire Codes and the NFPA for Flame Retardancy and NFPA 701 Flame Retarding Fabric Requirements. Frame tents shall be membrane structures engineered by the manufacturer providing a clear and open span from side to side. These tents shall be supported via aluminum frame members and shall be anchored to the ground with 48” stakes or with ¾” X 8” wedge bolts for concrete pavement locations. The primary commercial vendor shall issue a certificate of compliance with the proposal to demonstrate that frame tents shall be rated for a minimum Class C wind loads (70 mph) in accordance with ANSI/ASCE 7-93. Structures shall be in compliance with the following building code standards in the US: Uniform Building Code (UBC), Building Officials and Code Administrators (BOCA), Southern Building Code Congress International: Standard Building Code (SBCCI-SBC), and applicable Mississippi Building Codes. Frame tents shall meet or exceed Mississippi Code for Flame Retardancy and NFPA 701 Requirements. For privacy and to accommodate 24/7 work schedules, windows are not be required for membrane structures.

Flooring shall be comprised of ¾” plywood or equivalent placed transversely on 4” X 6” stringers laid flat on the ground. Plywood shall be anchored via screws to prevent trip hazards. Alternate structures, which meet or exceed these specifications, may be substituted with approval of the MEMA Logistics Command Base Camp Coordinator.

Flooring shall be placed within all interior portions of the tents to provide a firm level working or living area. Prior to placing floors on the ground, an entomology service shall be utilized to eliminate potential bug or insect hazards. Periodic screenings and repeat applications shall be provided as need to ensure inactivity.

Tent lighting shall be provided at a rate of 20-foot candles and will be placed on timers for blackout times to accommodate sleep schedules. All lights shall be NEC and UL listed for outdoor and wet conditions. Cell phone charging areas shall be provided throughout the tents.
Fire Extinguishers shall be provided for each individual structure (tent) and sized appropriately for its occupancy and rated for Type ABC fires. Special areas such as kitchens may require other rated type extinguishers appropriate for the specific location*.* All applicable Mississippi and NFPA codes and regulations will be strictly enforced throughout the base camp.

Sleeping cots shall be constructed of nylon and aluminum or equivalent and have a minimum 300 lb capacity. Pillow, blanket, sheets and pillowcases shall be provided with each cot. Cots shall be placed so each occupant has approximately 4 sq. ft. of personal space within the tent. This accommodates areas to store personal belongings. Steel bunk beds with mattresses may be provided at higher occupancy sites that have a limited amount of floor space. Storage boxes, lockers or shelving for personnel effects will be provided to ensure a neat, orderly environment.

1. **ENVIRONMENTAL CONTROL UNITS (ECU)**

The contractor shall insure that all HVAC shall be provided for all structures in sufficient capacities to cool tented areas to approximately 72 degrees Fahrenheit from ambient temperatures of 95 degrees and heat to approximately 72 degrees Fahrenheit from ambient temperatures of 40 degrees. All mobile HVAC units shall be operated on a digital thermostat control.

1. **CAMP LIGHTING**

The contractor should provide sufficient night lighting shall be provided in the most commonly used base camp areas and around dining, shower and restroom areas to permit safe movement of personnel.

1. **HAZARDOUS MATERIALS**

The contractor shall handle all hazardous substances and dispose of hazardous substances in accordance to governing laws and conditions. Trained and licensed personnel will handle all hazardous materials. Copies of all documents and manifests supporting such actions must be supplied to the Mississippi Emergency Management Agency Contracting Officer and the Logistics Command Base Camp Coordinator.

1. **CODE ADHERENCE**

The contractor is responsible for adherence to applicable local state, and federal building regulations and laws. Contractor shall be responsible for acquiring all permits and approvals for construction and installation services provided. The contractor shall be responsible for meeting manufacture recommended installation specifications. The contractor shall perform a local code review of the jurisdictional area where the camp is located and implemented any requirements determined to be more stringent than the National Codes indicated in this statement of work. A written compliance report shall be provided to the Government upon completion of this code review within 15 days of release order.

1. **SAFETY STANDARDS**

The base camps shall be kept in compliance with applicable OSHA rules to include CFR 29, Part 1926, and all other local, state, and federal regulatory standards and conditions.

1. **DAILY LOGS**

The contractor shall maintain daily logs with mapping and addresses of all base camps it is operating under the contract. Copies of the logs shall be provided to the Mississippi Emergency Management Agency Contracting Officer and the Logistics Command base Camp Coordinator.

1. **BADGE SYSTEM**

The prime contractor should furnish photo identification badges for all camp occupants and contractor employees requiring entry into the camp. Occupant identification will be used to access lodging, camp facilities and meals. These identification cards shall be displayed on the outer clothing at all times the occupants are within the camp.

1. **BILLETING PERSONNEL ACCOUNTABILITY**

The prime contractor provides a method for determining personnel sleep locations within the base camp. The contractor shall provide appropriate billeting for the personnel assigned to the camp including but not limited to beds or cots to accommodate number of personnel assigned to camp. Separate areas for male/female and day/night shifts. HVAC provided in all structures. Each resident shall have access to his or her own individual locker that can accommodate a pad lock. Beds and or cots will be provided within each sleeping structure and include Linens, blankets and pillows. In accordance with ANSI 4.4, a minimum of 50 square feet of space will be provided per occupant. The contractor is responsible for accommodating individuals withspecial needs; this includes as a minimum the Americans with Disabilities Act and any other federal, state and local codes.

**Dining Facility -** The contractor shall provide a Dining Facility for the personnel assigned to the camp. Food services will be accomplished through contract catering. Three meals per day will be served with a Midnight meal for 24 hour operations. An approved 14-day rotation meal plan will be established. Food service facilities must meet all required State public health code requirements to include a commercial grade (restaurant) approved equipment, sealed floor, HVAC, bug screens and/or air curtain blowers, equipment and utensil sanitation, fire suppression, and hand wash stations in numbers appropriate for the size of camp. Camp catering must be able to feed at least 25% more persons above camp residents.

**Administration Facility-** The contractor shall provide administrative areas. This area shall be within tented facilities or office trailers. They house the office areas for the contractor’s camp management and the State Logistics Command Base Camp coordinator and representatives. This shall also be the location for in-processing and out-processing of camp occupants by the contractor and shall also be used for camp information boards. The contract shall provide separate administrative area for camp management, resident check-in, credentialing, resource ordering, central security, and camp command element, copiers, fax, folding tables, chairs, administrative office supplies, and Credentialing/Badge system.

**Medical Clinic –** This area will be used for outpatient sick calls and as an ambulance staging area for medical emergencies. Medical equipment and supplies will be provided by EMS or the State Health Agency. Contractor shall provide separate tent facility. Camp operations type’s I – VII should include 8 beds w/linen, blankets & pillows, tables, chairs, divider wall, small refrigerator, hand sink, 2 IV poles, 2 gooseneck floor lamps, 2 folding pole stretchers w/ IV poles, 2 floor fans, medical waste can/bags, 12-110 volt outlets, area for daily sick calls. Contractor shall provide ALS Ambulance with a support tent, tables and chairs and divider walls for sick calls for camp operations type VIII.

**Morale, Welfare & Recreation (MWR) -** This area shall be a tented facility with lights, power and HVAC and flooring. This area shall also have tables and chairs for reading and doing personal paperwork (seating capacity 5% of camp occupants). The area shall have television capabilities for inhabitants to relax. The contractor shall provide aerobic and strength training equipment (5% of camp capacity), TV, internet access (5% of camp capacity), cell phone charging stations as well as numerous magazines and newspapers. Contractor shall provide separate tent facility to accommodate tables, chairs, two large screen TVs, recreational equipment, board and card games, and refreshments to accommodate number of residents assigned to camp. Attached to or adjacent to mobile units vendor should provide tables, chairs, TV, board and card games and refreshments for a minimum of 50 persons.

**Billeting Safety Specifications**

**Fire Safety** - All billeting will come with fire extinguisher emergency exit lighting and smoke detectors. Camp residents will be shown fire extinguisher locations All personnel will be shown emergency egress and shown a Billet personnel staging area in the event of an emergency so as to maintain a proper headcount.

**Electrical Safety** - Power distribution boxes will be placed against the external wall and away from normal foot traffic. All exposed wires will be taped down to prevent tripping and falls.

# SCHEDULE B – KITCHENS/FOOD SERVICES

1. **KITCHENS/FOOD SERVICES OVERVIEW**

The contractor shall provide adequate kitchens and a dining facility at each base camp, which shall comply, with Mississippi Department of Health, or the US Food & Drug Administration and/or Food Service Programs like the US Army Technical Bulletin Med 530, Food Service Sanitation(or equivalent). The contractor shall provide food preparation services to accommodate camp population. Camp population should not have to wait in line for meals for more than 20 minutes. All meals shall be prepared in accordance approved menu program or equivalent and may be enhanced based on individual chef specialties and skills. The contractor shall prepare three meals per day (breakfast, lunch, dinner) with a midnight meal as required for 24 hour operation.

1. **Kitchen Specifications**

**The Contractor shall furnish the following:**

1. All necessary labor, including, but not limited to, complete management, control, transport, purchase, receipt, storage, issue, set up, handling, processing, packaging, preparation, food serving and cleanup at the kitchen and eating area site. All food and condiments.
2. All cooking and serving equipment, serving utensils, eating dishes, and supplies. Eating dishes shall be paper with the exception of cups. All cold drink cups shall be 12-ounce or 16-ounce cups. Cups for hot drinks may be paper or polystyrene foam. If the cups are made of foam, they must be manufactured from FDA sanctioned hydro-chlorofluorocarbons (HCFC) blowing agents,
3. All appropriate eating utensils (factory sealed in plastic, at least of medium weight) and serving utensils for meals at the Disaster camp.
4. Disposable eating utensils (factory sealed in plastic, at least of medium weight) and serving utensils (factory sealed in plastic, wrapped in plastic wrap, or put in plastic bags) for hot or cold meals at remote camps.
5. A small weighing scale for spot-check of minimum weight requirements.
6. Hot and cold thermometers for monitoring of food temperatures.
7. Food-grade plastic gloves for food service personnel.
8. Current test strips for checking dish washing sanitizing solution.
9. PhDFAhate-free, antibacterial liquid soap and paper towels for hand washing facilities,
10. Waterproof tent(s) for the eating area(s) that are able to accommodate fifty percent (50%) of the Headcount mobilization.
11. Separate, sturdy, smooth tables and seating (in good condition) that will not collapse.
12. Adequate lighting for the serving and eating areas.
13. Fly-proof/insect protection for all outer openings of the temporary food establishment including tents.
14. Garbage cans and liners for inside the kitchen unit.
15. All fuel and electricity for the kitchen, serving area and eating areas.
16. Refrigeration and freezer units for the storage of meats and other perishables

**The Contractor shall ensure the following:**

1. Certificated Potable water initial supply of 1500 gallons of potable water with recurring certificated potable water reorders using an appropriate size tanker.
2. Gray water storage capacity of a minimum of 500 gallons.
3. Gray water removal.
4. Living accommodations and meals for Contractor’s personnel.
5. Adequate fire extinguishers meeting current Occupation Safety and Health Act (OSHA), National Fire Protection Association 10.
6. Separation and rinsing of kitchen recyclable materials by type (i.e., glass in one container, plastic in another, aluminum in still another, etc.), when recycling is practiced at the Disaster camp.
7. Maintain all facilities used for meal preparation, serving, and cleanup in a sanitary condition in accordance with the current Food Code issued by the U.S. Department of Health and Human Services, U.S. Public Health Service, Food and Drug Administration. A current copy of the Food Code shall be accessible in each kitchen unit.
8. Ensure that employees are neat and clean in fact as well as in appearance. All employees shall wear identification that distinguishes the Contractor represented. All food service employees shall wear at all times hair restraints (hair nets, caps or other restraints) (long hair hanging out of caps without some type of restraint is not acceptable), aprons, and other apparel required by the Food Code. Single-use, food-grade gloves shall be worn when serving meals.
9. Ensure that employees cooking or handling food are free of communicable diseases. The Contractor shall train employees in the importance of hand washing as a means of preventing the spread of infection.
10. Provide equipment and operate in accordance with all current Federal, State, local laws or standards; OSHA regulation; the National Electrical Code (NEC); the Uniform Plumbing Code (UPC); Federal and State potable water codes; the current Food Code issued by the U.S. Department of Health and Human Services; U.S. Public Health Service, Food and Drug Administration; and other contractual requirements stated herein.
11. Ensure that no alcoholic beverage and/or controlled substance are taken to the Services site, used by, or furnished to any person at the Incident. There shall be not use of tobacco products in the immediate area of food preparation or serving.
12. Ensure that only those Contractor employees essential to the mission remain at the Services site.
13. Provide employees to maintain all self-service food bars. A minimum of one employee shall monitor and maintain the salad bar during the entire meal period.
14. All food shall be prepared and cooked inside enclosed systems, which include the kitchen unit(s) and enclosed coffee systems, except food may be cooked and served from approved outdoor barbecues.
15. All hot food, with the exception of beverages, shall be served from the kitchen unit(s).

**Kitchen Unit (Including All Ancillary Equipment)**

1. The kitchen unit shall be fully enclosed except when serving at the serving window (service opening shall not be larger than what is necessary to accommodate efficient serving). All doors and major openings shall be screened using 16 strands to the inch or greater mesh screens, properly designed and installed air curtains, or other effective means in accordance with the current Food Code issued by the U.S. Department of Health and Human Services, U.S. Public Health Service, Food and Drug Administration.
2. All equipment shall be sealed to the floor to prevent moisture from getting under the equipment or be raised at least 6” off the floor by means of an easily cleanable metal leg(s) and foot (feet).
3. Equipment, including the interior of cabinet units or compartments, shall be constructed so as to have smooth, easily accessible, and easily cleanable surfaces. Equipment surface shall be free from channels, crevices, flanges, ledges, sharp or jagged edges, and other cleaning obstructions. Unfinished wooden surfaces are not permitted.
4. Food contact surfaces shall be constructed of metal, high-pressure laminated plastics, wooden cutting boards, or laminated hardwood that are in compliance with the current Food Code issued by the U.S. Department of Health and Human Services, U.S. Public Health Service, Food and Drug Administration. These surfaces must be kept free of cracks, cuts, and other obstructions that would interfere with proper cleaning. (Wooden boards will be washed with hot, soapy water after each use. Plastic boards will be cleaned with a solution of 2 tsp. bleach and 1 quart water).
5. All pipes, fittings, or hoses shall comply with the appropriate codes. All equipment shall preserve the potable water quality throughout the kitchen unit and peripheral equipment where water is stored and used. No galvanized pipe, fittings, or fixtures are allowed. Space around pipes, conduits, or hoses that extend through cabinets, floors, or outer walls shall be sealed. The seal shall be smooth and easily cleanable.
6. Light bulbs, tubes, etc., shall be covered with completely enclosed plastic safety shields, approved shatterproof type bulbs or the equivalent. Light fixtures shall be installed so as to not constitute a hazard to personnel or food materials. All electrical receptacles not dedicated will be ground fault protected.

**Steam Tables (Electric or Gas)**

* 1. Steam tables shall be capable of holding at least 4 full sized hotel pans (12” x 20”). The unit shall be able to maintain hot food at a minimum of 140 degrees F. The unit shall be used for serving only (not food preparation or reheating foods).

**Hand Washing Facilities**

1. Hand washing facilities shall be provided within and in close proximity to food preparation area(s) to allow Contractor’s employees to wash their hands including the following areas at a minimum:
2. Inside the main kitchen area, and
3. Inside all food preparation areas at separate locations.
4. The kitchen unit shall have either hot and cold water with mixing faucet or warm running water (101 degrees F) and be provided with paper towels and liquid soap which is antibacterial and phDFAhate–free.

**Ventilation Equipment**

1. An electrically powered exhaust hood ventilation system shall be provided over all cooking equipment to adequately remove cooking odors, smoke, steam, grease and vapors.
2. Grease filters (or other means of grease extraction) shall:
3. Be of steel construction (or other approved material), and
4. Be readily accessible for cleaning.
5. The ventilation equipment shall provide a reasonable condition of comfort to the employees.

**Waste Management**

1. Waste receptacles shall be readily accessible. They shall be constructed so as to be smooth, nonabsorbent, and easily cleanable. The Contractor will supply dumpsters for the Kitchen and dining facility.

**Storage**

1. There shall be separate enclosed storage completely away from food storage and food preparation areas for cleaning supplies, clothing and insecticides.

**Sneeze Guards**

1. Sneeze guards, to effectively shield food, shall be provided so as to intercept the direct line between the average person’s mouth and the food being displayed.

**Gray Water Storage**

1. A minimum storage capacity of at least 500 gallons of gray water storage shall be provided. The storage container(s) shall have the size and description stenciled on the container in letters no less than 4 inches high (for example: “500 GAL – GRAY WATER”).

**Refrigeration Storage Unit(s)**

1. Food in refrigeration storage units shall be stored in accordance with the current National Restaurant Association (NRA) Standards and Food Code issued by the U.S. Department of health and Human services; U.S. Public Health Service, Food and Drug Administration, which is a minimum of 6 inches off the floor or on easily movable dollies or racks (4-inch pallets are permissible). Placing food that is not in waterproof containers, directly on permanently installed corrugated floors in refrigeration storage units, does not comply with these standards.
2. A minimum of 1,200 cubic feet of refrigeration storage space, capable of maintaining stored food at a temperature of 41 degrees F or lower, and minimum of 512 cubic feet of freezer storage space capable of maintaining frozen food at 0 degrees F it is required.
3. Refrigeration and freezer storage units shall each be equipped with a “min/max,” continuous graphing, or equivalent thermometer placed no further than 8 feet from the entrance being used. The Contractor is responsible for recording the minimum and maximum temperatures inside refrigerator, in a logbook, at a minimum of three times per day at some time between 6:00 a.m. and 11:00 p.m. The logbook shall be made accessible to Health Authorities at all times. Refrigeration and freezer storage units containing temperature indicators attached to the outside of the unit must clearly provide a temperature reading of the inside of the unit no further than 8 feet from the entrance.

**Potable Water**

1. Enough Potable Water trucks with “certificated” potable water and equipment necessary to store a minimum of 1500 gallons of potable water as often as required (kitchen use only).

**Equipment Maintenance**

1. The Contractor is responsible for providing equipment fully operational which includes all fuel, oil, preventive maintenance and repair.

**Additional Safety Equipment**

1. All equipment is required to meet current Federal, State, and local laws or regulations, the NEC, the UPC, Federal and State potable water codes, OSHA Standards, and other contractual requirements. Any steps or platforms shall have solid handrails, not chain link, in addition to other current OSHA standards for handrails and stairs (29 CFR 1910.23 – 1910.24).

**III. FOOD SERVICES SPECIFICATIONS**

The Contractor will provide tasty, well balanced, hot and special meals, sack lunches, hot and cold can meals. All meals shall be consumed at the incident dining area except for sack lunches. Contractor may elect to consolidate drinks and drink condiments, in a single location (service bar). Contractor may also elect to consolidate desserts in a single location (dessert bar) and/or breakfast and dinner condiments in a single location (condiment bar).

A fourteen (14) or twenty-one (21) Day Rotating Menu program should accompany the proposal and may be enhanced based on individual chef specialties, skills and cultural diversity. The contractor shall prepare three meals per day (Breakfast, Lunch and Dinner), but be prepared to serve a midnight sack lunch for emergency workers. Coffee shall be made available on a twenty-four hour service bar. The contractor shall prepare sack lunches. Lunch meals shall be prepared as bagged meals. Dinners shall be hot meals. The contractor shall accommodate special meal needs such as vegetarian or other special dietary menu needs.

Standard menu items should be a variety for each type of meal; hot breakfasts, sack lunches and hot dinners and made available to each person assigned to the camp. The food shall be selected and cooked to minimize health hazards.

**BREAKFAST –** should be a variety of but not limited to**:** Eggs, Meat, Cereals, Bread or Hot cakes or French toast or waffles or slices of bread, Potatoes, Grits, Milk, Juices, Coffee, Water, Fresh Fruit, Yogurts

**SACK LUNCH (Midnight Meal)** should include but not limited to:Regular and vegetarian sack lunches shall be provided. Vegetarian sack lunches shall at a minimum be prepared for the Lacto vegetarian classification level, and shall consist of the same quantities and items as regular sack lunches with the exception that no meat, fish, or poultry shall be included. Non-meat protein substitutes shall be used in vegetarian sack lunches in lieu of meat, fish, or poultry. Sack lunches shall consist of the following items at a minimum: Two Meat Sandwiches or Non-Meat Substitute for Vegetarian. The meat sandwich shall be wrapped in plastic wrap or plastic bags. The Containers may separately wrap individual sandwich items within each lunch. However, if meat is individually wrapped, it must be properly vacuum-sealed. The meat sandwich shall contain at the minimum two 1 to 1 and ½ oz. slices of bread. The meat sandwich shall contain a minimum of 3 ½ oz. sliced meat or a combination of sliced meat and cheese. No ground meat or vegetables (lettuce, tomatoes, and onions) will be placed on sandwiches. Vegetarian sandwiches made with non-meat substitutes may include pre-prepared soy products. Condiments shall be individual packets and not put directly on the bread.

**Lunch Variety Items should include but not limited to:** ONE Large Submarine Sandwich, Sandwich Wraps, Bagel Sandwich, Croissant Sandwiches, Packaged Peanuts, Fruit, Dried Fruit, Fruit Juice, Potato Chips, Pre-wrapped cookies, Brownies, Candy Bars, Packaged vegetables

**HOT DINNERS**

Hot dinners shall be prepared and served at the incident. Dinners shall consist of the following standard menu items:

**Meat –** should be a variety ofSteak, Beef, Beef and Pork Ribs, Ground Beef, Pork, Lamb, Poultry, Ham, Fish, Casseroles w/Meat (without for Vegetarians), Spaghetti w/Meat Sauce (without for Vegetarians)

**Non-Meat Protein Dish –** should include but not to items such assuch as BBQ beans, veggie patty, vegetarian hot dog, Tofu, beans, soybeans products, cottage cheese, eggs, or equivalent.

**Vegetables –** should include but not limited to**:** Green Beans, Carrots, Potatoes (mashed or whole), Broccoli, Peas, Corn, Beans, Rice, tomatoes

**Self-Service Salad Bar** – A self-service salad bar shall contain but not limited to two prepared salads, various types of leafy vegetables (such as green/purple cabbage, romaine or red leaf lettuce), fruit or fruit salad and assortment of salad dressings (regular and/or low/non-fat). Salad toppings to include but not limited to: kidney, garbanzo or pinto beans, carrots, mushrooms, celery, cauliflower, green/red bell peppers, broccoli, cheese, beets, olives, peas, tomatoes, eggs, cucumbers, pickles, or other fresh pickled, or marinated vegetables. Prepared salads to include but not limited to: macaroni, carrot and raisin, potato, pea, jell-o, cottage cheese, coleslaw, fruit, rice, or pasta salads. Tossed salad such as romaine, endive, green or red leaf, iceberg, butter, or cabbage and fruits melons, peaches, grapes, bananas, strawberries, pears, applesauce, or seasonal fruit.

**Dessert Bar -** A self-service salad bar shall contain a variety of; cakes, cookies, pies, cobblers, puddings, pastries, or ice cream.

**Twenty-Four Hour Service Bar –** The contractor shall provide a 24 per day service bar to include, but not limited to the following items:Hot Regular Coffee (caffeinated and decaffeinated). Flavored coffee may be served in addition to regular coffee at the Contractor’s option. Hot water, hot chocolate, tea bags (caffeinated and decaffeinated), iced tea (caffeinated and decaffeinated). Flavored tea may be served in addition to regular tea at the Contractor’s option. The contractor shall have available between the hours of 4:00 a.m. and 12:00 noon cold cereal and milk

Personnel will provide camp identification badges to receive meals or they will be required to pay for their meals. The contractor is responsible for collecting payment for those meals from personnel who do not have a valid base camp identification badge. The contractor shall accept cash, debit card, or major credit card for payment. Contractor shall establish a fair price for the meals, but shall not exceed current General Services Administration (GSA) per diem meal rate for the appropriate Mississippi location.

The Contractor’s personnel with the exception of the salad bar, service bar, condiment bar, and dessert bar accompanying those hot meals should serve all hot meals. The Contractor should have the capability to feed personnel when requested by the State of Mississippi at times other than those established for regular meals. The intent is to provide meals on an “as requested” basis, but does not require the kitchen to be open continuously 24-hours per day. Second helpings at breakfast should not be considered an additional meal. Second helpings at the dinner meal will not be considered meal unless a meat helping is served.

All self-service bars should be monitored and maintained. The Contractor should have at least one employee trained in safe food handling procedures who is assigned to monitor and maintain the salad bar for the duration of the dinner meal period. An adequate number of tongs and utensils should be provided.

Food supplies shall be staged in appropriate storage equipment, dry vans or refrigerated/freezer trucks until prepared. Meal counts for each meal shall be provided to the MEMA Unified Logistics Command Base Camp Coordinator on a daily basis.

The contractor should ensure that all contractor personnel entering or working in food preparation and/or serving areas should wear hairnets or disposable hats in accordance with TB MED 530 Standards. The contractor should ensure that employees are neat and clean. Single-use, food-grade gloves should be worn when serving meals.

The contractor should ensure that each Mobile Food Service Unit Kitchen Manager has a Certificate of Completion for food service management, handling, and sanitation training like ServSafe or a Mississippi Health certificate.

# SCHEDULE C – MOBILE SHOWERS/SERVICES

**SHOWER OPERATIONS OVERVIEW**

The State should provide the Contractor with the headcount for the Incident prior to mobilization. Contractor should provide shower units to accommodate camp population. The MEMA Logistics Command Base Camp Coordinator and the Contractor Representative should meet daily to review head-count trends.

Upon notification, Contractor should provide all physical equipment and ancillary equipment necessary to be completely self-sustaining to include; potable water, gray water removal, waste management, power generation, propane, and Contractor personnel sleep facilities for the duration of the operation and demobilization.

**Shower Specifications**

**The Contractor should furnish the following:**

1. All labor to include; but not limited to, complete management, control, transport, purchase, receipt, storage, issue, set up, handling, processing, drying towels (paper) and soap for dispensers.
2. Garbage cans and liners for outside the shower unit.
3. All fuel, electricity and water for the shower.
4. Temporary waiting area with chairs and grass rugs sufficient to stage ten personnel.
5. A five-gallon water bucket with chlorine solution for flip-flops used for showering.

**The Contractor should ensure the following:**

1. Certificated Potable water initial supply of 1500 gallons of potable water with recurring certificated potable water reorders using a 6,000-8,000 gallon tanker.
2. Gray water storage capacity of a minimum of two 1350-gallon bladder bags per shower.
3. Gray water removal.
4. Living accommodations and meals for Contractor’s personnel.
5. Adequate fire extinguishers meeting current Occupation Safety and Health Act (OSHA), National Fire Protection Association 10.
6. Ensure that employees are neat and clean in fact as well as in appearance. All employees should wear identification that distinguishes the Contractor represented.
7. Provide equipment and operate in accordance with all current Federal, State, local laws or standards; OSHA regulation; the National Electrical Code (NEC); the Uniform Plumbing Code (UPC); Federal and State potable water codes; the current Food Code issued by the U.S. Department of Health and Human Services; U.S. Public Health Service, Food and Drug Administration; and other contractual requirements stated herein.
8. Ensure that no alcoholic beverage and/or controlled substance are taken to the Incident, used by, or furnished to any person at the Incident.
9. Ensure that only those Contractor employees essential to the mission remain at the Incident.

**Shower Unit (Including All Ablution Equipment and Ancillary Support)**

1. The shower unit shall have the ability to be segregated by male and female and be fully enclosed except the shower access door to include showers that are compliant with the Americans with Disabilities Act.
2. Equipment surface shall be free from channels, crevices, flanges, ledges, sharp or jagged edges, and other cleaning obstructions. Unfinished wooden surfaces are not permitted.
3. All pipes, fittings, or hoses should comply with the appropriate codes. All equipment should preserve the potable water quality throughout the shower unit and peripheral equipment where water is stored and used. Space around pipes, conduits, or hoses that extend through floors or outer walls should be sealed. The seal should be smooth and easily cleanable.
4. Light bulbs, tubes, etc., should be covered with completely enclosed plastic safety shields, approved shatterproof type bulbs or the equivalent. Light fixtures should be installed so as to not constitute a hazard to personnel. No electrical receptacles will be placed inside the showers.

# SCHEDULE D – MOBILE LAUNDRIES/SERVICES

**LAUNDRY OPERATIONS OVERVIEW**

Contractor should provide laundry trailers to accommodate camp population. The MEMA Logistics Command Base Camp Coordinator and the Contractor representative should meet daily to review head-count trends.

Upon notification, Contractor will provide all physical equipment and ancillary equipment necessary to be completely self-sustaining to include; potable water, gray water removal, waste management, power generation, propane, and Contractor personnel sleep facilities for the duration of the operation and demobilization.

**Laundry Specifications**

**The Contractor should furnish the following:**

1. All labor to include a fluff & fold service, control, transport, purchase, receipt, storage, issue, set up, handling, processing, laundry soap, bleach and laundry bags.
2. Garbage cans and liners for outside the laundry unit.
3. All fuel, electricity and water for each laundry unit.

**The Contractor should ensure the following:**

1. Certificated Potable water initial supply of 1500 gallons of potable water with recurring certificated potable water reorders using a 6,000-8,000 gallon tanker.
2. Gray water storage capacity of a minimum of one 1350-gallon bladder bags per laundry.
3. Gray water removal.
4. Living accommodations and meals for Contractor’s personnel.
5. Adequate fire extinguishers meeting current Occupation Safety and Health Act (OSHA), National Fire Protection Association 10.
6. Ensure that employees are neat and clean in fact as well as in appearance. All employees should wear identification that distinguishes the Contractor represented.
7. Provide equipment and operate in accordance with all current Federal, State, local laws or standards; OSHA regulation; the National Electrical Code (NEC); the Uniform Plumbing Code (UPC); Federal and State potable water codes; the current Food Code issued by the U.S. Department of Health and Human Services; U.S. Public Health Service, Food and Drug Administration; and other contractual requirements stated herein.
8. Ensure that no alcoholic beverage and/or controlled substance are taken to the Incident, used by, or furnished to any person at the Incident.
9. Ensure that only those Contractor employees essential to the mission remain at the Incident.

**Laundry Unit (Including All Ablution Equipment and Ancillary Support)**

1. Equipment surface should be free from channels, crevices, flanges, ledges, sharp or jagged edges, and other cleaning obstructions. Unfinished wooden surfaces are not permitted.
2. All pipes, fittings, or hoses should comply with the appropriate codes. All equipment should preserve the potable water quality throughout the shower unit and peripheral equipment where water is stored and used. Space around pipes, conduits, or hoses that extend through floors or outer walls should be sealed. The seal should be smooth and easily cleanable.
3. Light bulbs, tubes, etc., should be covered with completely enclosed plastic safety shields, approved shatterproof type bulbs or the equivalent. Light fixtures should be installed so as to not constitute a hazard to personnel.

**SCHEDULE E – RESTROOM FACILITIES**

**RESTROOM FACILITIES OVERVIEW-** The prime contractor should ensure sufficient restroom facilities in a manner that provides adequate health and safety as provided by ANSI Z4.3 and Z4.4

**Portable Restrooms Specifications** - self-contained for 100% of the NIMS camp mobilization (ratio of at least 1 toilet to 10 persons,) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons near restrooms, PLUS 6 per entry to dining halls. Servicing shall be daily for all restrooms and hand wash stations.

**Porta-Trailer Restrooms Specifications** - self-contained for 100% of the NIMS camp mobilization (ratio of at least 1 toilet to 20 persons, or 1 toilet and 1 urinal per 25 males) in accordance with ANSI Z4.3 and Z4.4. Augmented by Porta-lets in parking and auxiliary areas. Hand wash stations (sinks) ratio of one per 10 persons in restrooms, PLUS 6 per entry to dining halls. Servicing shall be daily for all restrooms and hand wash stations.

**Male/Female Segregation –** Assume sixty-percent (60%) male and forty-percent (40%) female. The ratio may be adjusted by the MEMA Logistics Command Base Camp Coordinator on a base camp by base camp basis.

# SCHEDULE F – SECURITY/FENCING

**OVERVIEW –** The prime contractor will provide full perimeter unarmed security personnel at all gates plus at least 2 roaming guards in accordance with the camp size - 24-hours per day. Security personnel may be contracted under the supervision of sworn law enforcement. In the event the state does not require security personnel the contractor should provide a temporary chain link fence at the minimum of 6’ if site is unsecured and without gates.

# SCHEDULE G – ABLUTION EQUIPMENT SPECIFICATIONS

“Certificated” potable water supply, showers, hand wash stations, laundry facilities, portable toilets, restrooms, and the prime contractor at each camp provides wastewater collection systems. All water supply equipment is rated for potable water supply in accordance with ANSI/NSF 42, 53, & 61 standards. Water systems are installed and operated in accordance with AWWA standards C900, C901 and NSF 14 for distribution systems and flexible lateral supply piping.

All potable water must be “certificated” by a Federal or State agency prior to use. The prime contractor will ensure that each tanker of water to be used is “certificated” as potable and copies of all certificates maintained by the prime contractor for a period of not less than three (3) years.

Should a State health official deem a specific water source as “potable” for continuous re-supply, the prime contractor must get that certification in writing from the health official as well as name, organization, address and phone number.

All gray water must be captured and removed from the base camp site. Gray water may be dumped in manholes or at a local lift station as identified by local public works department.

All black water must be captured, contained and taken to a State-approved facility for disposal. The prime contractor is responsible for any fees associated with that disposal.

**SCHEDULE H – OPERATIONS PLAN**

**OVERVIEW –** The prime contractor will provide with the offer an operations plan to include the following:

**SECTION 1 – READINESS PLAN -** The prime contractor shall provide a written narrative to detail equipment and personnel readiness to include MEMA notification of need of service and time requirements for mobilization and construction of the turn key setup.

**SECTION 2 - MOBILIZATION PLAN –** The prime contractor will provide a written narrative, phase plan and Gantt charts demonstrating their mobilization plan. All ablution equipment and ancillary support to ensure a total turnkey base camp will be mobilized. A list of equipment for a typical base camp will be provided. If upon arrival, the MEMA Logistics Command Base Camp Coordinator and the prime vendor deem any ablution equipment or ancillary support as unnecessary (i.e. certificated potable water, sewer, etc.), that ablution equipment or ancillary support may be, 1) redirected to another base camp facility, or 2) demobilized.

**SECTION 3 - OPERATIONS PLAN (Camp Management Plan) –** The prime contractor shall provide a written narrative to demonstrate the management plan of all major components outlined in Schedules A-G to include daily reports to be submitted to the MEMA Unified Logistics Command Base Camp Coordinator.

1. **CAMP SITE MAP (Area Required) –** Provide an ideal situation schematic of the base camp setup including area requirements. This is subject to change depending on the nature of the disaster and location.
2. **MISSISSIPPI SUBCONTRACTORS –** The prime contractor should issue their plan for use on Mississippi subcontractors during mobilization or a migration plan to incorporate vendors as part of the base camp.
3. **QUALITY ASSURANCE PLAN -** The prime contractor will issue their Quality Assurance Plan (QAP) in accordance will Schedules A-G.

**SECTION 4 – KEY PERSONNEL STAFFING -** The prime contractor will provide an organizational chart of personnel that will hold key roles at the base camp. The prime contractor has fully identified key positions and the personnel by name that will fill them. The prime contractor has demonstrated that the proposed key personnel have an understanding of the program scope and objectives, as well as successful previous experience in the delivery of similar services. The prime contractor has included its rationale for the positions designated as key. The prime contractor has demonstrated an understanding of the importance of assigning experienced, key personnel in the completion of the project. The prime contractor has provided resumes for all proposed key personnel. Resumes have been limited to one (1) page each.

**SECTION 5 - DEMOBILIZATION PLAN -** The prime contractor will provide a written narrative, phase plan and Gantt charts demonstrating their demobilization plan.

**SECTION 6 - RECLAMATION PLAN -** The prime contractor will provide a written narrative demonstrating their reclamation plan & pricing.

**SECTION 7 – PRICING SCHEDULE** – The prime contractor will provide pricing schedules as identified in Exhibit A Pricing by schedule.

**SECTION 8 – BIDDERS SIGNATURE PAGE –** Bidder will provide a signed bidders signature page as provided in the last page of this document.

**SCHEDULE I – PRIME VENDOR QUALIFICATIONS**

**OVERVIEW -**

1. **DISASTER RESPONSE SUMMARY OF EXPERIENCE -** The prime contractor shall include a summary of disaster response experience and duration.
2. **EMERGENCY BASE CAMP EXPERIENCE -** The prime contractor will be evaluated in accordance with the applicable FAR regulations. The State of Mississippi will award this solicitation to the responsible prime contractor whose demonstrates a history of conforming to the solicitation and that will be most advantageous to the State of Mississippi. Price and other factors will be considered. The following factors shall be used to evaluate proposals: Readiness Plan and Proposed Camp Equipment, Mobilization Plan, Management Plan, Key Personnel, and Past Performance & Experience. The State of Mississippi will make a best value determination based on past experience. In making this determination the State of Mississippi is more concerned with obtaining a superior solution and quality assurance to achieve the objectives of the solicitation than making an award to the prime contractor with the lowest evaluated price.
3. **PAST PERFORMANCE REVIEWS -** The prime contractor must submit at least three letters of past experience summaries. The submitted past performance experiences is of contractual work that is similar to the requirements set forth in this solicitation.
4. **REFERENCES -** The prime contractor may offer relevant State, corporate or organizational references of contractual work that is similar to the requirements set forth in this solicitation.
5. **FINANCIAL STATEMENT -** The prime contractor shall include a letter of good standing from a reputable banking institution demonstrating they have met all their financial obligations and have adequate credit facilities in place to assure continued long-term operations.
6. **LEGAL ENTITY -** The TIN may be used by the State to collect and report on any delinquent amounts arising out of the prime contractor relationship with the State (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the prime contractor TIN.

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

 TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Type of Corporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 State & Year of Incorporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# SCHEDULE J – Personnel Base Camp Pricing

**OVERVIEW –** The Personnel Base Camp Pricing is, 1) Mobilization Charge as a standalone price, 2) A seven (7) Day Weekly Operations Charge, 3) The cost per person/per day based on the seven (7) Day Weekly Operations Charge, and 4) the demobilization charge as a standalone price.

***EXHIBIT A***

***Pricing Schedule***

**FACILITY OPERATIONS PRICE RELEASE ORDER PRICING**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **NIMS** | **Mobilization Price** | **Weekly Operations Price** | **Weekly Operations PP/PD** | **Demobilization****Price** |
| **Type I** **(2001 + persons)** |  |  |  |  |
| **Type II** **(1501-2000 persons)** |  |  |  |  |
| **Type III** **(1001 – 1500 persons)** |  |  |  |  |
| **Type IV** **(751 - 1000 persons)** |  |  |  |  |
|  **Type V Support (501-750 persons)** |  |  |  |  |
| **Type VI Support (251-500 persons)** |  |  |  |  |
| **Type VII Support (101-250 persons)** |  |  |  |  |
| **Type VIII Support (0-100 persons)** |  |  |  |  |

**INTENT OF OFFER OR TO MAKE PROPOSAL/CONTRACT AVAILABLE TO OTHER ENTITIES.**

Offer intends to make any awarded contract available to (please acknowledge the other entities in which Offeror intends to make a resulting contract available to):

\_\_\_\_\_\_ Other States

\_\_\_\_\_\_ Other State Agencies within the state of Mississippi

\_\_\_\_\_\_ Local County or Municipal Governmental Entities within the state of Mississippi

1. **OFFEROR’S WRITTEN PROPOSAL SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:**
2. Name of the offeror, location of the offeror’s principal place of business, and the place of performance of the proposed contract;
3. Age of offeror’s business and the average number of employees over the past three (3) years;
4. Resume listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services;
5. A listing of three (3) contracts under which services similar in scope, size, or discipline were performed or undertaken, including at least two (2) references for current contracts or those awarded during the past three (3) years. (On the proposal form, list three (3) projects to include the names and addresses of the projects, the scope of the project and the names and telephone numbers of the clients for reference purposes. All information on the proposal form must be completed. Incomplete or unsigned proposal forms will be rejected.);
6. A plan giving as much detail as is practical explaining how the services will be performed; and,
7. An estimate of price.
8. **INSURANCE REQUIREMENTS:** The successful offeror shall be required to procure and maintain workers’ compensation insurance which shall inure to the benefit of all Offeror’s personnel provided hereunder and errors and omissions/professional liability coverage with minimum limits of $1,000,000.00 (One Million Dollars) per occurrence for the duration of the contract and offer proof of such coverage. All general liability or professional liability insurance will provide coverage to MEMA as an additional insured. Offeror shall also be required to show proof of liability for injury to include automobile coverage. MEMA reserves the right to request from carriers certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. Should the certificate expire during the term of the contract, it is the responsibility of the vendor to provide copies of the current insurance certificate to MEMA within five (5) working days.
9. **RENEWAL OF CONTRACT:**  Upon written agreement of both parties at least sixty (60) days prior to the contract anniversary date, the contract may be renewed by MEMA for a period of one (1) 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).
10. **COMPENSATION FOR SERVICES WILL BE IN THE FORM OF A FIRM FIXED PRICE AGREEMENT.**
11. **REJECTION OF PROPOSALS:** Proposals which do not conform to the requirements set forth in this RFP may be rejected by MEMA. Proposals may be rejected for reasons which include, but are not limited to, the following:
	1. The proposal contains unauthorized amendments to the requirements of the RFP;
	2. The proposal is conditional;
	3. The proposal is incomplete or contain irregularities which make the proposal indefinite or ambiguous;
	4. The proposal is received late;
	5. The proposal is not signed by an authorized representative of the party;
	6. The proposal contains false or misleading statements or references; and,
	7. The proposal does not offer to provide all services required by the RFP.
12. **INFORMALITIES AND IRREGULARITIES**: MEMA reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of MEMA. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract. This clause in no way requires MEMA to waive minor irregularities.
13. **DISPOSITION OF PROPOSALS:** All submitted proposals become the property of MEMA and all laws regarding request for public records apply.
14. **COMPETITIVE NEGOTIATION:** The bidding method to be used is that of competitive negotiation from which MEMA is seeking the best combination of price, experience and quality of service. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, MEMA also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. Therefore, all parties are advised to propose their most favorable terms initially.
15. **RFP DOES NOT CONSTITUTE ACCEPTANCE OF OFFER:** The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate MEMA to execute a contract with any other party. MEMA reserves the right to accept, reject or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with MEMA.
16. **EXCEPTIONS AND DEVIATIONS:** Offerors taking exception to any part or section of the solicitation shall clearly indicate such exceptions on the proposal, and shall be fully described in a way as to make said exceptions and deviations conspicuous to the reviewing panel. Failure to indicate any exception will be interpreted as the offeror’s intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.
17. **NONCONFORMING TERMS AND CONDITIONS:** A proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposal is subject to rejection as non-responsive. MEMA reserves the right to permit the offeror to withdraw the nonconforming terms and conditions from its proposal prior to a determination by MEMA of non-responsiveness based on the submission of nonconforming terms and conditions.
18. PROPOSAL ACCEPTANCE PERIOD: The original and three (3) copies of the proposal and all attachments (four (4) copies total) along with one electronic copy of the proposal, saved as a .pdf file and stored on a CD or USB flash drive, shall be signed and submitted in a sealed envelope or package to Edward Williams, Branch Director, #1 MEMA Drive, Pearl, MS 39208 no later than 12 p.m. Central Standard Time, January 25 2018. To ensure that all submitted proposals are adequately sealed and unable to be reviewed prior to the proposal opening time, no electronic or facsimile copies of proposals will be accepted. Offerors shall also submit the proposal through the State of Mississippi online financial program the Mississippi Accountability System for Government Information and Collaboration, MAGIC. Should you have questions regarding how to register as a vendor or submit your proposal please contact Edward Williams at 601-933-6390 or ewilliams@mema.ms.gov. Timely submission of the proposal is the responsibility of the offeror. Offers received after the specified time shall be rejected and returned to the offeror unopened.

The envelope or package shall be clearly marked as “Sealed Proposal” and show the proposal number, proposal opening date and time in the lower left hand corner on the outside of the envelope. The time and date of receipt shall be indicated on the envelope or package by the MEMA Purchasing Office. Each page of the proposal and attachments shall be identified with the name of the offeror.

1. **EXPENSES INCURRED IN PREPARING OFFERS**: MEMA accepts no responsibility for any expense incurred by the offeror in preparation and presentation of an offer. Such expenses shall be borne exclusively by the offeror.
2. **PROPRIETARY INFORMATION:** The offeror should clearly mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code. Further, said marked pages shall be arranged and organized into one grouping so as to be easily separable from the non-confidential portion of the proposal. 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. Requests to review the proprietary information will be handled in accordance with the MEMA Public Records Policy found at 31 Admin. Code, Pt. 201, R.3.1-3.7.
3. **ADDITIONAL INFORMATION:** Questions about the request for proposals document must be submitted in writing to Edward Williams, Branch Director, MEMA at #1MEMA Drive, Pearl, MS 39208; email ewilliams@mema.ms.gov. Offerors are cautioned that any statements made by the contact person that materially change any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposal. Questions about the request for proposals document will not be accepted after 12:00 p.m. Central Standard Time, Tuesday, January 23, 2018.
4. **DEBARMENT:** By submitting a proposal, the offeror certifies that it is not currently debarred from submitting proposals or bids 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 bids for contracts issued by a political subdivision or agency of the state of Mississippi.
5. **RELEASE OF INFORMATION REGARDING PROCUREMENT RESULTS:** All documents relating to this procurement shall be released to the public as specified below in compliance with Rule 1-301.01 of the *Personal Service Contract Review Board Rules and Regulations* and the Mississippi Public Records Act of 1983. Miss. Code Ann. § 25-61-1 *et seq.* (1972, as amended).
	1. **Businesses or Persons Who Submitted Proposals for this RFP**

Information pertaining to the results of any procurement may be reviewed subsequent to the time of the proposal opening. MEMA restricts the availability of the proposals prior to contract award so as to improve the efficiency of the evaluation and award process.

* 1. **Businesses or Persons Not Participating in this Procurement**

Businesses or persons not participating in the process will not be permitted access to any applicable file until after an award is made. After the award is made, all information and documents applicable to the awarded contract shall be made available to any business or person; provided, however, no information specified by a participant and approved by the procurement officer as proprietary information shall be available to any business or person without a written request.

* 1. **Proprietary Information**

When MEMA receives a request to release information properly designated as confidential or proprietary by an offeror, MEMA shall give the owner of this information a reasonable time to obtain a court order protecting the information as confidential. If MEMA receives a court order pursuant to Miss. Code Ann. § 25-61-9 within this time, it must then notify the requestor that the information is protected by court order and cannot be furnished.

* 1. **Procurement Document Review Restrictions**

MEMA hereby reserves its right to restrict procurement document review to the MEMA premises during normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding state holidays. In any instance that MEMA does agree to copy or duplicate such a record it shall be at the requestors expense in accordance with the MEMA Public Record Request Policy found at 31 Admin. Code Pt. 201, R. 3.1-3.7.

1. **REQUIRED CLAUSES FOR PROCUREMENT**
2. **Acknowledgment of Amendments**

Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the MEMA by the time and at the place specified for receipt of proposals.

1. **Certification of Independent Price Determination**

The offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

1. **Prospective Contractor’s Representation Regarding Contingent Fees** *(To be placed in prospective Contractor’s response bid or proposal.)*

The prospective Contractor represents as a part of such Contractor’s bid or proposal that such Contractor has/has not *(use applicable word or words)* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

1. **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. Miss. Code Ann. § 31-7-305 (1972, as amended).
2. **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. Miss. Code Ann. §§ 71-11- 1 *et seq.* (1972, as amended). 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:

1. 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;
2. 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,
3. 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.
4. **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 proposal.

1. **Representation Regarding Gratuities**

The offeror 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*.

1. **REQUIRED FEDERAL PROCUREMENT CLAUSES AS THIS CONTRACT IS ELIGIBLE FOR REIMBURSEMENT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY**
	1. **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.

* 1. **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).

* 1. **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).

* 1. **Debarment and Suspension**

(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.”

* 1. **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).

* 1. **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.”

* 1. **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.

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

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

* 1. **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.

* 1. **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.

* 1. **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.

1. **STANDARD TERMS AND CONDITIONS WHICH WILL BE INCLUDED IN ANY CONTRACT AWARDED FROM THIS RFP**
2. **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.

1. **AVAILIBILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the MEMA 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 MEMA, MEMA 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 MEMA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

1. **PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at<http://www.mspb.ms.gov>.

1. **CONFIDENTIALITY**

Notwithstanding any provision to the contrary contained herein, it is recognized that MEMA is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated §§ 25-61-1 *et seq*. (1972, as amended). If a public records request is made for any information provided to MEMA pursuant to the agreement, MEMA shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

1. **STOP WORK ORDER**
2. *Order to Stop Work*. The 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 procurement officer shall either:
3. cancel the stop work order; or,
4. terminate the work covered by such order as provided in the ‘Termination for Default Clause’ or the ‘Termination for Convenience Clause’ of this contract.
5. *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:
6. the stop work order results in an increase in the time required for, or in Contractor’s properly allocable to, the performance of any part of this contract; and,
7. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the 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.
8. *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.
9. *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.
10. **COMPLIANCE WITH LAWS**

Contractor understands that the MEMA is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, 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.

1. **ANTI-ASSIGNMENT/SUBCONTRACTING**

Contractor acknowledges that it was selected by the MEMA 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 MEMA, which the MEMA 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 MEMA 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 MEMA may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

1. **ANTITRUST**

By entering into a contract, Contractor conveys, sells, assigns, and transfers to the MEMA all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State of Mississippi that relate to the particular goods or services purchased or acquired by the MEMA under said contract.

1. **APPROVAL**

It is understood that the Contract is void and no payment shall be made in the event that the Personal Service Contract Review Board, or its successors, does not approve this contract.

1. **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.

1. **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.

1. **CHANGE IN SCOPE OF WORK**

The MEMA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor’s services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MEMA and Contractor. If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the MEMA in writing of this belief. If the MEMA believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope of service.

1. **CONTRACTOR PERSONNEL**

The MEMA 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 the MEMA reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the 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.

1. **FAILURE TO DELIVER**

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MEMA, 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 MEMA may have.

1. **FAILURE TO ENFORCE**

Failure by the MEMA 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 MEMA to enforce any provision at any time in accordance with its terms.

1. **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, and 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 MEMA 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 MEMA determines it to be in its best interest to terminate the agreement.

1. **INDEMNIFICATION**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MEMA, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State’s sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State’s concurrence, which the State shall not unreasonably withhold.

1. **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 MEMA. Nothing contained herein shall be deemed or construed by the MEMA, 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 MEMA and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MEMA or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the MEMA 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 MEMA; and the MEMA shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MEMA 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 MEMA shall not provide to Contractor any insurance coverage or other benefits, including Workers’ Compensation, normally provided by the State for its employees.

1. **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.

1. **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 Contractor: *name, title, contractor, address*

For the Agency: Edward Williams, Branch Director

Mississippi Emergency Management Agency

#1 MEMA Drive

Pearl, MS 39208

1. **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 MEMA and agreed to by Contractor.

1. **OWNERSHIP OF DOCUMENTS AND WORK PAPERS**

The MEMA 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 MEMA 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 MEMA and subject to any copyright protections.

1. **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 MEMA 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 (3) 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 (3) year period, whichever is later.

1. **RECOVERY OF MONEY**

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MEMA, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MEMA. The rights of MEMA are in addition and without prejudice to any other right MEMA may have to claim the amount of any loss or damage suffered by MEMA on account of the acts or omissions of Contractor.

1. **RIGHT TO INSPECT FACILITY**

The State, may at reasonable times, inspect the place of business of a Contractor or any subcontractors which is related to the performance of any contract awarded by the State.

1. **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.

1. **TERMINATION FOR CONVENIENCE**

(1) *Termination*. The Procurement Officer of the MEMA may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

(2) *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 Procurement Officer may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the MEMA. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

1. **TERMINATION FOR DEFAULT**

(1) *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 Procurement Officer of the MEMA 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 Procurement Officer, 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 Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. 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.

(2) *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.

(3) *Compensation*. Payment for completed services delivered and accepted by the MEMA shall be at the contract price. The MEMA may withhold from amounts due Contractor such sums as the Procurement Officer 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.

(4) *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 Procurement Officer 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 Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one 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,” in cost reimbursement contracts, “Termination”). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) *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.

(6) *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.

1. **TERMINATION UPON BANKRUPTCY**

This contract may be terminated in whole or in part by MEMA 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.

1. **THIRD PARTY ACTION NOTIFICATION**

Contractor shall give MEMA 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

1. **TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq*. (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). 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.

1. **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.

1. **UNSATISFACTORY WORK**

If at any time during the contract term, the service performed or work done by Contractor is considered by MEMA 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 MEMA, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, MEMA shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

1. **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

1. EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:
	1. Qualifications of Offerors: The offeror may be required before the award of any contract to show to the complete satisfaction of MEMA that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The offeror will be required to give a past history and references. MEMA may make reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work, and the offeror shall furnish to MEMA all information for this purpose that may be requested. MEMA reserves the right to reject any offer if the evidence submitted by, or investigation of, the offeror fails to satisfy MEMA that the offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror’s qualifications shall include:
		1. The ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required.
		2. The ability of the offeror to perform the work or provide the service promptly or within the time specified, without delay or interference.
		3. The character, integrity, reputation, judgment, experience, and efficiency of the offeror.
		4. The quality of performance of previous contracts or services.

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

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

Step II: Proposals that satisfactorily complete Step I will be reviewed and scored by the following criteria:

1. The overall quality of the proposed plan for performing the required services – the plan should reflect an understanding of the project and its objectives. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. (Very Important – 20 points)
2. Proposer’s ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible. (Very Important – 20 points)
3. The personnel, equipment, facilities and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting. (Important – 15 points)
4. A record of past performance of similar work. (Very Important – 20 points)
5. Price. (Critical – 25 points)

Step III: MEMA may contact the top offerors via telephone to schedule an interview after the opening date of the proposal.

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

1. ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST SHALL BE IN WRITING.
2. COST DATA SUBMITTED AT THIS STAGE IS SUBJECT TO NEGOTIATION BUT SHOULD INCLUDE AN ESTIMATE OF THE ANNUAL COST OF THE SERVICE.
3. **THE FOLLOWING RESPONSE FORMAT SHALL BE USED FOR ALL SUBMITTED PROPOSALS:**
	1. Completed and signed Invitation for Proposal Submission Form (included).
	2. Management Summary: Provide a statement indicating the underlying philosophy of the offeror in providing the service.
	3. Proposal: Describe in detail how the service will be provided. Include a description of major tasks and subtasks. A timeline for execution shall be included in this section.
	4. Corporate experience and capacity: Describe the experience of the offeror in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.
	5. Personnel: Attach resumes’ of all those who will be involved in the management of this project that include their experience in the area of service delivery. Indicate the level of involvement by principals of the offeror in the day-to-day operation of the contract.
	6. References: Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Explain the similarity of the projects to the MEMA project.
	7. Acceptance of conditions: Indicate any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirements listed.
	8. Additional data: Provide any additional information that will aid in evaluation of the response.
	9. Cost data: Estimate the annual cost of the service. Cost data submitted at this stage is not binding and is subject to negotiation if your proposal is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart). Identify all non-labor costs and their estimate totals.
	10. Rate Table: A table providing for the applicable labor hourly rates used when determining the estimated price proposed for this contract.
	11. Job Descriptions: Job descriptions of labor categories that will be utilized in completion of this contract.
4. POST-AWARD DEBRIEFING: A vendor, successful or unsuccessful, may request a post award vendor debriefing, in writing, by U.S. mail or electronic submission to be received by the MEMA within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the MEMA and identify its attorney.
5. PROPOSAL REVIEW SCHEDULE: Unless otherwise indicated, the following proposal review schedule will be adhered to. Any protest or question concerning the evaluation or award must be received by the Mississippi Emergency Management Agency on or before the evaluation review deadline.

\* Deadline for Questions: January 23, 2018 by 12 Noon.

\* Proposal Opening: January 25, 2018

\* Evaluation Review Period: January 25-30

## \* Distribution of Apparent Award: February 01, 2018

**REQUEST FOR PROPOSAL FORM—PAGE 1 OF 3**

**REQUEST FOR PROPOSAL TO PROVIDE**

**AN EMERGENCY STANDBY CONTRACT FOR BASE CAMPS**

*This form is to be completed by all offerors and included in their submitted proposal*.

|  |  |
| --- | --- |
| **OFFEROR:** |  |
| **CONTACT PERSON:** |  |
| **PHONE NUMBER:** |  |
| **EMAIL ADDRESS:** |  |

|  |
| --- |
| **Listing of three contracts with services similar in scope, size, or discipline including at least two references for current contracts awarded in the last three years** |
| **Project Name:****Address:****Scope:****Name & Number of Reference:** |
| **Project Name:****Address:****Scope:****Name & Number of Reference:** |
| **Project Name:****Address:****Scope:****Name & Number of Reference:** |

|  |
| --- |
| **Cost Data** |
| **Annual Cost of the Service:** |  |
| **No. of Personnel to be Assigned to Contract:** |  |
| **Total Estimated Cost of the Labor Portion of the Contract:** |  |
| **Attachment included showing sample staffing chart** | Initial here showing presence of attachment |
| **Attachment identifying all non-labor costs and their estimated totals** | Initial here showing presence of attachment |

**REQUEST FOR PROPOSAL FORM—PAGE 2 OF 3**

**EMPLOYEES NOT TO BENEFIT**

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

**CONFLICTS OF INTEREST**

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

**REPRESENTATION REGARDING CONTINGENT FEES**

The offeror [ ] has [ ] has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**REPRESENTATION REGARDING GRATUITIES**

The offeror represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

**CERTFICATION OF INDEPENDENT PRICE DETERMINATION**

The offeror certifies that the price submitted in response to the solicitation has 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 use to calculate the prices bid.

**COLLUSION**

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

**ACCEPTANCE OF CONDITIONS**

I certify that this proposal indicates whether this offer takes any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this proposal document.

**OFFEROR QUALIFIED TO TRANSACT BUSINESS**

**REQUEST FOR PROPOSAL FORM—PAGE 3 OF 3**

I certify that I am in compliance with Miss. Code Annotated § 79-4-15-01 regarding authorization to transact business in Mississippi. If a foreign corporation, meaning a corporation incorporated under a law other than the law of this state, I have provided a certificate of authority from the Mississippi Secretary of State.

**PROPRIETARY INFORMATION**

This proposal

[ ] does [ ] does not

Contain proprietary information. If there is proprietary information contained in this quote it is clearly marked as propriety and can be found at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Printed) Title

**ATTACHMENT A**

The pricing included in the proposals will be graded on a points system. The maximum points available for pricing are 25 (twenty five). The lowest price submitted will receive the maximum score of 25 (twenty-five). The lowest price offered in response to this RFP will then be divided by every other price offered, individually. This will produce a percentile for each proposal price. Each percentile will then be multiplied by the total available points to produce a score for each proposal price.

Formula: (Lowest Price/Proposal Price) x 25 = score

Proposal pricing will then be recorded in the RFP grading process according to the points awarded based on the above mentioned formula.

Example: Proposal Price A: $10,000

 Proposal Price B: $12,000

 Proposal Price C: $20,000

 Proposal Price D: $9,950

Proposal D will receive the maximum 25 (twenty five) points as it is the lowest price submitted.

The scores for Proposals A, B and C are then calculated in the following manner:

 Proposal A: ($9,950/$10,000) x 25 = 24.875

 Proposal B: ($9,950/$12,000) x 25 = 20.729

 Proposal C ($9,950/$20,000) x 25 = 12.438