



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

Request for Proposal
To Provide
Children's Interactive Website

RFP NO. 01-2016HM-Website

Contact Person: Edward Williams, Branch Director
(601) 933-6390
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**INSTRUCTIONS AND SPECIAL CONDITIONS FOR
PROPOSAL TO PROVIDE
CHILDREN’S INTERACTIVE WEBSITE**

INVITATION: The Mississippi Emergency Management Agency is seeking a company to create an interactive, educational game via website. The Mississippi Emergency Management Agency desires to contract with a qualified, experienced company capable of providing the services as described in the Scope of Services section of this Request for Proposal.

Written sealed proposals subject to the conditions herein stated and attached hereto, will be received at this office until 10 a.m., Central Time, April 14, 2016, 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 “MEMA”) is coordinating this Request for Proposal (RFP) with assistance from its consultant, Design 500, Inc. (hereinafter “Design 500”). MEMA is hereby requesting written proposals to provide a children’s interactive, educational game via website as a services contract in support of the Office of Mitigation. The purpose of this RFP is to solicit competitive proposals by defining MEMA’s needs, providing potential offerors with adequate information to develop proposals, describing the evaluation criteria by which proposals will be scored, and providing offerors with required clauses to be included in the awarded contract.

MEMA will receive proposals from offerors 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.

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.01-2016HM-WEBSITE
Edward Williams, Branch Director
#1 MEMA Drive
Pearl, MS 39208

Proposals shall be submitted no later than 10:00 a.m. Central Time, April 14, 2016.

To ensure that all submitted proposals are adequately sealed and unable to be reviewed prior to the proposal opening time, electronic or facsimile copies of proposals will **not** be accepted. The time and date of receipt shall be indicated on the envelope or package by the MEMA Purchasing Office.

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.

It shall be incumbent upon the Offeror to understand the attached specifications. Any request for clarification shall be made in writing and submitted to the MEMA by 12 p.m. Central Time, March 28, 2016. Requests for clarification pertaining to this request for proposals must include the RFP number and opening date.

Proposals must be made on forms furnished by MEMA or they will not be considered. Letters will NOT be considered a part of your proposal and any alteration of the proposal forms (including the specifications) in any manner shall be considered non-conforming and shall be rejected. Failure to conform to this requirement may be cause for your proposal to be rejected. Offerors shall rely only on this request for proposals and any written communications from MEMA and Design 500, Inc. in submitting proposals.

All other instructions and specifications for this Request for Proposal may be found in the General Conditions section.

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.

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. Plan for Providing Requested Services—The overall quality of 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. (**Critical** – 35 Total Points)

2. Experience and Qualifications—A record of past performance of similar work experience, to include familiarity with FEMA regulations, is desirable. Offeror’s ability to provide the required services as reflected/evidenced by the qualifications (education, experience, etc.), this includes the ability of the offeror to provide a work product that is legally defensible. (**Important** – 20 Total Points)
3. Technical Capability—The ability to provide technical requirements for all services listed in this RFP for the interactive website. The personnel, equipment and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting . (**Important** – 20 Total Points)
4. Pricing—The ability to provide competitive rates. (**Very Important** – 25 Total Points)

Inquiries regarding this Request for Proposals must be directed to:

Proposals and attachments must be submitted to:

Edward Williams, Branch Director
Mississippi Emergency Management Agency
#1 MEMA Drive
Pearl, MS 39208
601-933-6390
ewilliams@mema.ms.gov

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ewilliams@mema.ms.gov

Questions regarding technical and performance specifications for the web-based game should be directed to the consultant:

Scott W. Blake
Principal and Owner
Design 500, Inc. Museum Designers
671 Jefferson Ave.
Memphis, TN 38105
(901) 523-0223
scott@design500.us
monty@design500.us

Note: All questions received before the deadline will be posted along with their respective answers to the MEMA website.

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:

March 8, 2016
March 15, 2016

GENERAL CONDITIONS

ALL PROPOSALS SUBMITTED MUST BE IN COMPLIANCE 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.

- I. **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.
- II. **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.
- III. **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.
- IV. **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.
- V. **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.
- VI. **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 offerors’ “OWN RISK” and MEMA will not be held liable for such action.

- VII. TIME OF PERFORMANCE. TIME IS OF THE ESSENCE.** The Contractor shall be prepared to perform its responsibilities for providing services commencing on the date of execution of the contract. Design 500 has submitted a proposed project schedule to the MEMA, which is included herein under paragraph 1.2(F), which when approved by final execution of the contract shall control the evaluation of the Contractor’s progress on this project. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.
- Design 500 shall issue a Notice to Proceed to the Contractor within thirty (30) days after final execution of the contract. The Contractor may not begin work on any feature of this project prior to receiving a Notice to Proceed from Design 500.
- VIII. 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.
- IX. 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.
- X. 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.
- XI. 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.
- XII. 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.
- XIII. COPYRIGHTS.** Contractor agrees that MEMA shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to MEMA a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is

incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

- XIV. 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.
- XV. 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.
- XVI. DISPOSITION OF PROPOSALS.** All submitted proposals become the property of the state of Mississippi.
- XVII. 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:
- A.** 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.
 - B.** 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.
 - C.** 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.
 - D.** 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.
 - E.** 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.
 - F.** 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.

- G.** 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 event 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].

XVIII. 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.

XIX. 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.

XX. NON-SOLICITATION OF EMPLOYEES. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.

XXI. 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.

XXII. 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.

XXIII. PREPARATION OF PROPOSALS

- A.** Failure to examine any drawings, specifications, and instructions will be at offeror's risk.

- B. 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.
- C. 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 a 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.
- D. Specification: It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor.
- E. 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.

XXIV. 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>.

XXV. 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.

XXVI. REJECTION OF PROPOSALS. MEMA reserves the right to reject any or all proposals.

XXVII. 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.

XXVIII. 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.

- XXIX. 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.
- XXX. 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.
- XXXI. 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.
- XXXII. 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.
- XXXIII. 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.

**MISSISSIPPI EMERGENCY MANAGEMENT AGENCY
#1 MEMA DRIVE
PEARL, MS 39208**

1.0 SPECIFICATIONS, TERMS AND CONDITIONS FOR CHILDREN'S INTERACTIVE WEBSITE:

1.1 Project Statement:

MEMA seeks to save lives, protect property and reduce suffering through a comprehensive and integrated program of disaster preparedness, response, recovery and mitigated initiatives. In an effort to increase disaster preparedness in school-aged children, grades K-8, the agency is desirous of securing the services of a company (or team of companies) to create an interactive, educational game via website and to include printable coloring book pages. The game must appeal to a wide age range of children and should be engaging and fun while also educating them on disaster preparedness and how to reduce risks before and during disasters. Additional information may be obtained by written request from Edward Williams, Branch Director, MEMA #1 MEMA Drive, Pearl, MS 39208, ewilliams@mema.ms.gov.

1.2 Detailed Minimum Specifications:

The objective of the written proposal submitted by the Offeror is to create and provide a children's interactive, educational, web-based animated program for MEMA. Offeror will develop an interactive web-based program for MEMA's Public Education Outreach Project Kids Campaign. The written proposal should be such that it clearly and fully explains how the consultant will assist MEMA with developing a web-based program that meets MEMA's goals.

A. CONCEPT STATEMENT

The web-based animated program is intended to address a primary audience of children who range in grades from kindergarten through grade 8. The secondary audience will be the adults who will be reached with the mitigation strategies taught to the children. The animated characters are ones that already exist in the current storyline and include: Delta the Disaster Dog, Jake (The Mitigation Wizard), Pearl the Preparedness Pup, Shaky the Earthworm, Gusty the Seagull, Rainey the Raccoon, Twisty the Turtle, and Icy the Owl. The opening introductory segment will introduce the characters, then invite the player to choose a game based on the mitigation focus, (i.e. earthquakes, hurricanes, flooding, tornadoes, and winter storms). Each animated story of about two (2) minutes each, will teach the lesson and be followed by a short game or quiz to reinforce the lesson. Regional historic disasters will be referenced, like the New Madrid earthquake of 1812 and the Great Mississippi Flood of 2011. At the end of each story the screen reverts to the main menu so that the player can continue to explore and replay as many times as they like. An example of an existing program with similar features can be found at <http://gorat.com>.

Manuals, guides, and specifications applicable to the contract awarded from this RFP shall be those approved and/or adopted by MEMA and in effect on the effective date of the contract unless otherwise specified in the contract or subsequently directed by MEMA during the course of the contract.

B. CHARACTERS, SAMPLE SCRIPT AND STORY BOARD

The principal character is Jake, the mitigation wizard. He has the gift of looking into the future with a crystal ball to see what disaster is around the corner. He and his friends then form a plan to ward off the dangers and become a “disaster fighting team” as they execute their safety and mitigation plans.



JAKE THE MITIGATION WIZARD DELTA THE DISASTER DOG PEARL THE PREPAREDNESS PUP
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The arch rival characters that represent tornadoes, floods, earthquakes and winter storms should be created to be gender neutral and personify each of the threats.

The sample script and story board, included as “Attachment B”, is provided to give an example of how each of the scenarios should be played out. The winning vendor will be required to produce the final scripts and submit them to MEMA as described on page three (3) of this request for proposals.

C. SCRIPT AND STORYBOARD CONTENT

1. Teaching Points: Each interactive module must address these related teaching points:
 - a. Emergency Supply Kit
 - b. Earthquakes (Shaky the Earthworm)
 - c. Floods (Rainey the Raccoon)
 - d. Thunderstorms and Tornadoes (Twisty the Turtle)
 - e. Winter Weather (Icy the Owl)
 - f. Hurricanes (Gusty the Seagull)

- g. Heat Waves (Billy the Goat), Note: This teaching module is to be merged with the following module, Wildfires.
- h. Wildfires (Billy the Goat)
- i. Additional topics to consider covering: Home evacuation plans, practicing home drills.

D. BASE REQUIREMENTS FOR ANIMATION

Applicants must be able to handle all aspects of game production from concept, planning and game play through delivery of layered files for coding and implication. Applicants will be required to provide the following:

- 1. Concept, visual treatment and game flow for project which will be approved by MSEMA prior to production
- 2. Creation of all necessary assets for production including all artwork needed to build the game, any character development and design, and audio elements
- 3. Layered art files built to specs of software development team as well as any video assets necessary for game play
- 4. All design, compositing and animation built to spec of interactive unit.

Game must have the following components:

- visually engaging attract screen
- Game Selection Screen to differentiate age of the player
- Quiz component in the game covering topics/questions as provided by MEMA
- End Screen component which provides positive reinforcement to the player

E. TECHNICAL AND PERFORMANCE SPECIFICATIONS FOR THE WEB-BASED GAME

1. HOSTING

- a. Monthly hosting of Application server, Database server, and Web server are needed to support all aspects of the website.
- b. Application & Database server are needed for some interactive features like collecting of user game results, providing reports on game results, and Spanish language support.

2. WEBSITE GENERAL

- a. There will be approximately fifteen (15) pages of content and design required, including the home page and the 'Contact Us' page on the website. The interactive games and activities are in addition to this.
- b. All pages need to be available in both English and Spanish.
- c. Google analytics need to be integrated into the site for analyzing traffic flow to the site.

- d. The website needs to be developed using HTML, CSS, and Javascript with no Flash elements. This includes the games (one for each disaster expert).
- e. Use a minimum of 24-point font for open captioning.

3. WEBSITE DESKTOP

- a. At release, the website needs to support the latest versions of Safari, Chrome, Firefox, and IE 10+ for the desktop.
- b. The website needs to support client resolutions of 1024x768 and up.

4. WEBSITE MOBILE

- a. At release, the website needs to support the default browsers on the last 2 versions of the iPhone and Samsung Galaxy phones.

5. INTERACTIVES

- a. The seven (7) interactive games (one for each disaster expert) will start with a click through story-book type interface with voice-over with both English and Spanish captions available. Each interactive may need two separate types of game-based quizzes, related to the age of the player.
- b. All games will have a game-based quiz where the results are stored in the database for future reference by the administrators of the site.
- c. Reports on the quiz results will be available to the administrators of the site.
- d. A coloring book interactive is also needed, which a user can color online and print out when done.
- e. All sound used within the site needs to be compatible with both desktop and mobile website targets.

6. TESTING & DOCUMENTATION

- a. All features of the site need to be shown to be tested against use cases developed based on this RFP scope.
- b. All features of the site need to be documented and provided to the customer before the site is released.

F. PROPOSED PROJECT SCHEDULE

June 14, 2016	Contract executed and effective upon PSCRB approval
June 2016	Selected vendor begins work on interactive website
October 2016	Interactive website and game completed
November 2016	Pilot of interactive website and game released for beta testing
December 2016	Interactive website released; live release promoted

G. REVIEW OF WORK

Authorized representatives of Design 500 or MEMA may at all reasonable times review and inspect the services under the contract and any addenda or amendments thereto. Authorized representatives of the FEMA may also review and inspect the services under the contract should funds of the United States of America be in any way utilized in payment for said services. Such inspection shall not make the United States of America a party to this contract, nor will FEMA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the Contractor, shall be made available to authorized representatives of Design 500 and the MEMA for inspection and review at all reasonable times in the General Offices of the MEMA. Authorized representatives of the FEMA may also review and inspect said reports, drawings, studies and maps prepared under the contract should funds of the United States of America be in any way utilized in payment for the same. Acceptance by Design 500 and the MEMA shall not relieve the Contractor of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The Contractor shall be responsible for performance of and compliance with all terms of the contract, including the Scope of Work and other amendments and exhibits, and including any technical specifications and special requirements of Design 500, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the contract, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by Design 500.

Failure to comply with any terms of the contract shall be corrected by the Contractor without additional compensation.

If any breach of contract is discovered by Design 500 or MEMA personnel after final acceptance of the work by Design 500, then the Contractor shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

2.0 OFFEROR'S WRITTEN PROPOSAL SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:

- A. Two examples of similar interactive programs to this request with game design. These may be submitted via a ULR. Provide link to hosted site for client testing. Provide project budgets for these examples.
- B. Resume/qualifications of Key Personnel with references. Key personnel must include the producer, director, animator, data programmer and scriptwriter. Others may be identified. *(Note that a team of several firms and consultants may be*

assembled to submit this RFP. Estimate the percentage of work each subcontractor will perform under this proposal. The prime firm is expected to perform at least 55% of the total work.)

- C. Provide client list with program director contact information for reference check.
- D. Two sample scripts of similar work.
- E. Sample storyboard of a similar interactive design.
- F. An example of open captioning and multiple language options, if available.
- G. An example of audio track production/voice-over to animation if not included in 2.A above.
- H. An example of testing and feedback gathering programming if not included in 2.A above.
- I. A completed project example of production schedule, milestones and client contact. This schedule should include a production timeline with performance milestones and approval periods.
- J. Cost data: Estimate the cost of the service. Base bid with itemized line items as an estimate of probable costs. 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, the total estimated cost of the labor portion of the contract (include a sample staffing chart) and identify all non-labor costs and their estimated totals.

3.0 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.

3.1 Insurance

Prior to beginning the work, the Offeror shall obtain and furnish certificates of insurance for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by DESIGN 500, INC. as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to AUDIO VISUAL VENDOR's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

Design 500 and the MEMA shall be listed as a Certificate Holder of insurance on any of the insurance required under the contract.

In the event that the Offeror retains any subcontractor or other personnel to perform services or carry out any activities under or incident to work on any project or phase of the contract, Offeror agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within Offeror's coverage for the duration of said project or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by Offeror during the life of the contract. Should Offeror change insurance carriers for errors and/or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A Certificate of Insurance acceptable to the MEMA shall be issued to the MEMA by the Offeror prior to the execution of the contract and thereafter on an annual basis for the duration of the contract as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify the contract and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the MEMA.

The Offeror shall provide the MEMA any and all documentation necessary to prove compliance with the insurance requirements of the contract as such documentation is requested, from time to time, by the MEMA.

If the Offeror fails to procure or maintain required insurance, the MEMA may immediately elect to terminate the contract.

4.0 RENEWAL OF CONTRACTS

The contract may be renewed at the discretion of the agency upon written notice to Contractor at least sixty (60) days prior to the contract anniversary date for a period of one (1) successive year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed two (2).

5.0 COMPENSATION FOR SERVICES WILL BE IN THE FORM OF A FIRM FIXED PRICE AGREEMENT

6.0 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 contains irregularities which make the proposal indefinite or ambiguous;
- (4) The proposal is received late;
- (5) The proposal is not signed by an authorized representative of the 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.

Further, any proposal may be rejected in whole or in part when in the best interest of the State.

7.0 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.

8.0 DISPOSITION OF PROPOSALS

All submitted proposals become the property of the State of Mississippi and subject to all applicable public records laws, to include the Mississippi Public Records Act of 1983.

9.0 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. For these reasons, all parties are advised to propose their most favorable terms initially.

10.0 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.

11.0 CANCELLATION OF RFP

This solicitation may be cancelled as provided in the Personal Services Contract Review Board (PSCRB) Rules and Regulations Manual (3-301.04 Cancellation of Solicitation; Rejection of All Bids or Proposals).

12.0 EXCEPTIONS AND DEVIATIONS

Offerors taking exception to any part or section of the solicitation shall clearly indicate such exceptions in 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.

13.0 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 nonconforming terms and conditions from its proposal prior to a determination by the MEMA of non-responsiveness based on the submission of nonconforming terms and conditions.

14.0 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, #1 MEMA Drive, Pearl, MS 39208 no later than 10 a.m. Central Time, April 14, 2016. **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.** Timely submission of the proposal is the responsibility of the Offeror. Proposals received after the specified time shall be rejected

and returned to the Offeror unopened. The envelope or package shall be marked with the proposal opening date and time and the number of the request for proposal. The time and date of receipt shall be indicated on the envelope or package by the MEMA Office of Support Services. Each page of the proposal and all attachments and the CD or USB flash drive shall be identified with the name of the Offeror.

15.0 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.

16.0 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 Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). 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 and separated accordingly will be subject to review by the general public after award of the contract. Request to review the proprietary information will be handled in accordance with applicable legal procedures.

17.0 ADDITIONAL INFORMATION

Questions about this Request for Proposal must be submitted in writing to Edward Williams, Branch Director, MEMA at #1 MEMA Drive, Pearl, MS 39208; email ewilliams@mema.ms.gov. Questions concerning technical matters of this Request for Proposal should be directed to Design 500, Inc., 671 Jefferson Ave., Memphis, TN 38105, scott@design500.us. Design 500 will provide MEMA with all questions and answers related to this RFP, which will be posted on the MEMA website. 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 p.m. Central Time, March 28, 2016. **Please note that this RFP may be amended or addendums added based on questions received. Amendments and addendums may be published at any time prior to 10 a.m. Central Time, April 14, 2016. It is the Offeror's responsibility to continually check MEMA's RFP website found at www.msema.org/library-forms/rfps/ to ensure that they are aware of all amendments and addendums. This is especially important as every amendment/addendum to this RFP must be acknowledged by an Offeror in order for the proposal to be accepted.**

18.0 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 proposals or bids for contracts issued by any political subdivision or agency of the State of Mississippi.

19.0 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 PSCRB Rules and Regulations Manual and the Mississippi Public Records Act of 1983, Mississippi Code Annotated § 25-61-1, *et seq.*

19.1 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.

19.2 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.

19.3 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.

19.4 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.

20.0 REQUIRED CLAUSES FOR PROCUREMENT

The following clauses are required conditions when soliciting proposals for personal or professional services by the Personal Services Contract Review Board.

20.1 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.

20.2 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.

20.3 Prospective Contractor's Representation Regarding Contingent Fees *(To be placed in prospective contractor's response proposal.)*

The prospective Contractor represents as a part of such Contractor's 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.

20.4 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:

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

20.5 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).

20.6 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.

20.7 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*.

21.0 REQUIRED FEDERAL PROCUREMENT CLAUSES

21.1 Access to Records

MEMA, the subgrantees (Design 500 and Contractor), 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. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts, and transcriptions.

21.2 Clean Air Act and the Federal Water Pollution Control Act

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations of these acts must be reported to MEMA so they can be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

21.3 Retention of Records

The contractor shall retain all records associated with this contract for three (3) years after MEMA or the subgrantees (Design 500, Inc.) make final payments and all other pending matters are closed.

21.4 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).

21.5 Debarment and Suspension

Contractor shall not subcontract with any parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

21.6 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.

21.7 Procurement of Recovered Materials

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

22.1 Qualifications of Offeror

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 offer may also be required to give a past history and references in order to satisfy MEMA in regards to the Offeror’s qualifications. 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:

- A. The ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required;
- B. The ability of the Offeror to perform the work or provide the service promptly or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience, and efficiency of the Offeror; and,
- D. The quality of performance of previous contract or services.

22.2 Step One: 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.

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

- A. Plan for Providing Requested Services—The overall quality of 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. (*Critical* – 35 Total Points)
- B. Experience and Qualifications—A record of past performance of similar work experience, to include familiarity with FEMA regulations, is desirable. Offeror's ability to provide the required services as reflected/evidenced by the qualifications (education, experience, etc.), this includes the ability of the offeror to provide a work product that is legally defensible. (*Important* – 20 Total Points)
- C. Technical Capability—The ability to provide technical requirements for all services listed in this RFP for the interactive website. The personnel, equipment and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting . (*Important* – 20 Total Points)
- D. Pricing—The ability to provide competitive rates. (*Very Important* – 25 Total Points)

22.4 Step Three: MEMA may contact the top Offerors via telephone to schedule an interview after the opening date of the proposal.

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

24.0 COST DATA SUBMITTED AT THS STAGE IS SUBJECT TO NEGOTIATION BUT SHOULD INCLUDE AN ESTIMATE OF THE ANNUAL COST OF THE SERVICE.

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

- A. Completed and signed Request for Proposals Form (included).
- B. Two examples of similar interactive programs to this request with game design. These may be submitted via a ULR. Provide link to hosted site for client testing. Provide project budgets for these examples.
- C. Resume/qualifications of Key Personnel with references. Key personnel must include the producer, director, animator, data programmer and scriptwriter. Others may be identified. *(Note that a team of several firms and consultants may be assembled to submit this RFP. Estimate the percentage of work each subcontractor will perform under this proposal. The prime firm is expected to perform at least 55% of the total work.)*
- D. Provide client list with program director contact information for reference check.
- E. Two sample scripts of similar work.
- F. Sample storyboard of a similar interactive design.
- G. An example of open captioning and multiple language options if available.
- H. An example of audio track production/voice-over to animation if not included in 25.B above.
- I. An example of testing and feedback gathering programming if not included in 25.B above.
- J. A completed project example of production schedule, milestones and client contact. This schedule should include a production timeline with performance milestones and approval periods.
- K. Cost data: Estimate the cost of the service. Base bid with itemized line items as an estimate of probable costs. 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, the total estimated cost of the labor portion of the contract (include a sample staffing chart) and identify all non-labor costs and their estimated totals.

26.0 POST-AWARD DEBRIEFING:**26.1 General Statement**

In an effort to build and strengthen business relationships and improve the procurement process between vendors and the State, post-award vendor debriefing is available. The following information may be disclosed during post-award debriefing in accordance with Section 7-112.03 of the *Personal Service Contract Review Board Rules and Regulations*:

- 1) The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid or proposal, if applicable;
- 2) The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- 3) The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- 4) A summary of the rationale for award; and,
- 5) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

26.2 Debriefing Request

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.

26.3 When Requested Debriefing Will Be Conducted

Unless good cause exists for delay, the debriefing will occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to the MEMA.

26.4 Additional Information Regarding Post-Award Debriefing

Additional information regarding post-award debriefing may be found in Section 7-112 of the *Personal Service Contract Review Board Rules and Regulations* which may be found at <http://www.mspb.ms.gov>.

27.0 THE DEADLINE FOR PROTESTS REGARDING THIS PROCUREMENT IS 12 PM CENTRAL TIME, MAY 13, 2016.**IMPORTANT DATES:**

Deadline for Questions	March 28, 2016 by 12 p.m. Central Time
Proposal Opening	April 14, 2016
Evaluation Review Period	April 14-29, 2016
Distribution of Apparent Award	May 3, 2016

ATTACHMENT A
RFP NO. 01-2016HM-WEBSITE

The pricing included in the proposals will be graded on a points system. The maximum points available for pricing are twenty-five (25). The lowest price submitted will receive the maximum score of twenty-five (25). 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 (twenty-five (25)) to produce a score for each proposal price. Scores will be truncated to the thousandth place.

Formula: $(\text{Lowest Price}/\text{Proposal Price}) \times 25 = \text{score}$

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 twenty-five (25) points as it is the lowest price submitted.

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

$$\text{Proposal A: } (\$9,950/\$10,000) \times 25 = 24.875$$

$$\text{Proposal B: } (\$9,950/\$12,000) \times 25 = 20.729$$

$$\text{Proposal C: } (\$9,950/\$20,000) \times 25 = 12.437$$

**ATTACHMENT B
RFP NO. 01-2016HM-WEBSITE**

SAMPLE SCRIPT AND STORY BOARD

The principal character is Jake, the mitigation wizard. He has the gift of looking into the future with a crystal ball to see what disaster is around the corner. He and his friends then form a plan to ward off the dangers and become a “disaster fighting team” as they execute their safety/mitigation plans.



JAKE THE MITIGATION WIZARD



DELTA THE DISASTER DOG



PEARL THE PREPAREDNESS PUP

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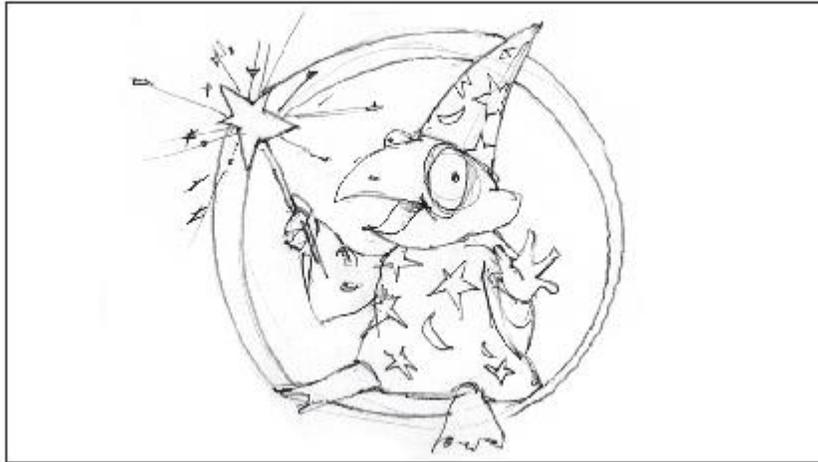
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The arch rival characters that represent tornadoes, floods, earthquakes and winter storms should be created to be gender neutral and personify each of the threats.

This sample script is provided to give an example of how each of the scenarios should be played out. The winning vendor will be required to produce the final scripts and storyboards.

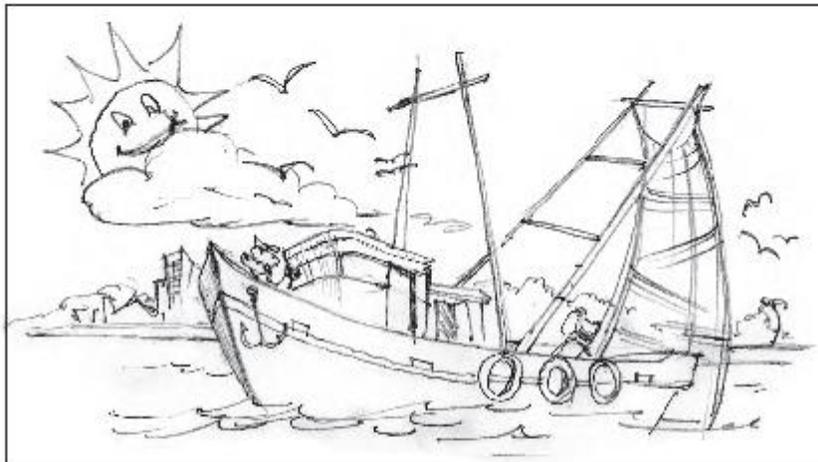
ATTACHMENT B

①



SCENE 1: Opens with Jake the Mitigation Wizard on a roundel background.
JAKE "Hi, I am Jake, the great Mitigation Wizard, and I want to take you to some of the very special places where I work my magic in Mississippi". Jake waves his wand, there is a sparkle effect and we are magically transported to...

②



SCENE 2: A shrimp boat off the coast of Biloxi with Pearl and Delta on board. The sun is shining and the seagulls are flying. A calm sunny day. This shot becomes a full frame animated map of Mississippi and the camera moves up in a drone- type fashion.



MEMA: FORCE OF NATURE INTERACTIVE

SAMPLE STORY BOARD EXAMPLE

MISSISSIPPI DEPARTMENT OF EMERGENCY MANAGEMENT

R.F.P. PREPARED BY DESIGN 500 INC.

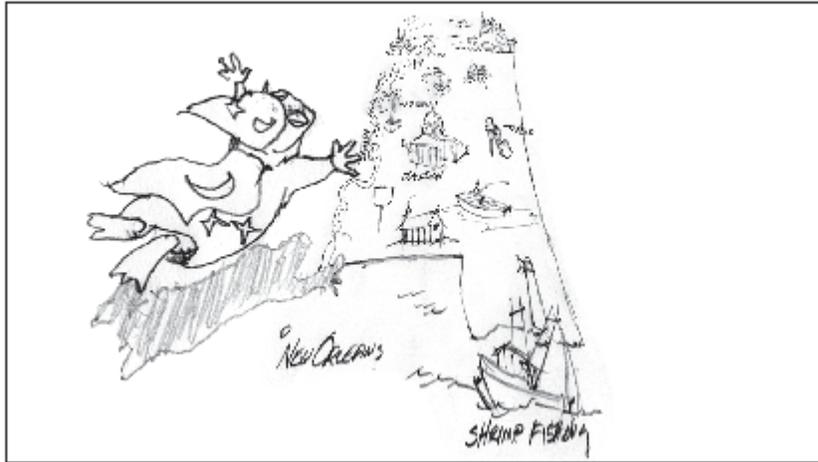
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DATE: 10/23/15

REVISION: _____

ATTACHMENT B

3

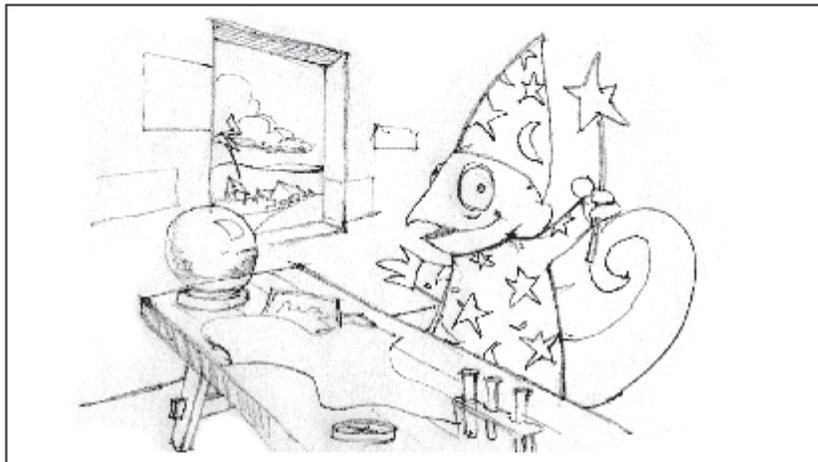


SCENE 3: (Jake's POV) The camera flies north from the shrimp boat, over tree tops, towns and cities---all of the way up the state to Woodall Mountain, where we find Jake's castle. We see riverboats, the capitol, and folks enjoying outdoor sports.

JAKE THE MITIGATION WIZARD VOICE OVER :

"Mississippi is a beautiful place. It's our home. From the beautiful white sand beaches of Biloxi to the highest point on Woodall Mountain in Tishomingo County. About three million of us call ourselves Mississippians. It's a good place to live, work and play."

4



SCENE 4: JAKE IS INSIDE HIS CASTLE LABORATORY:

"I am a powerful wizard- but even I cannot stop hurricanes, floods or earthquakes. But I can see into the future and together we can be ready when disasters strike and stay safe."



MEMA: FORCE OF NATURE INTERACTIVE

SAMPLE STORY BOARD EXAMPLE

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ATTACHMENT B

5



SCENE 5: Animation of Jake standing next to a palm tree, all is still. Then the wind picks up and the tree bends over, tornado spins in. Jake is holding on and shouting over the growing wind noise.
JAKE THE MITIGATION WIZARD (CONT'D)

"But what happens when nature turns violent...or even deadly? Have you ever seen a tornado? Has your town ever flooded? Have you ever been without power and lights because of a winter storm? What would you do if an earthquake hit your town? You certainly can't make a tornado stop, or press the pause button on the rain, or hold back a flood. What can you do?"

6



SCENE 6: Screen changes to a exterior storefront with a sign that reads: **DISASTER STORE: FOR ALL YOUR EMERGENCY NEEDS.** Pearl and Delta can be seen entering the frame and pointing at the sign. Camera moves inside the store. There are safety items on shelves. The player can choose a number of these items.



MEMA: FORCE OF NATURE INTERACTIVE

SAMPLE STORY BOARD EXAMPLE

MISSISSIPPI DEPARTMENT OF EMERGENCY MANAGEMENT

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ATTACHMENT B

7

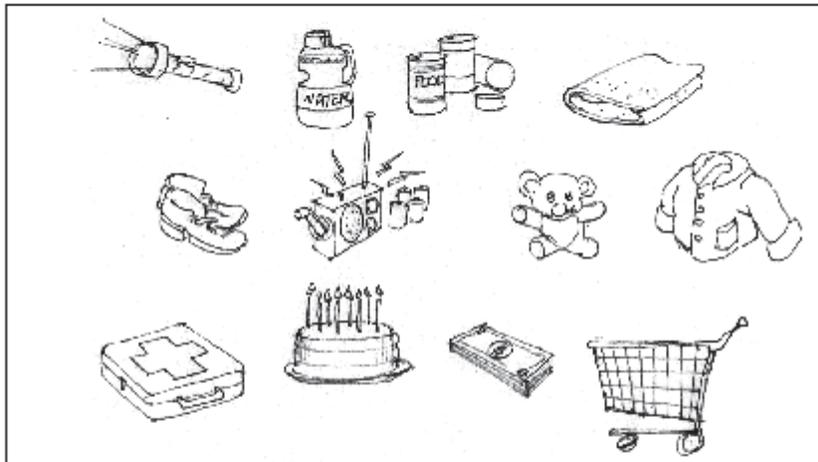


SCENE 7: Pearl and Delta inside a big store with shelves stretching off into the distance.

JAKE: "So here you can find everything you need to be prepared for an emergency, but also some things that are not needed. Pearl, you start and pick something for the cart. I hope you make the right choices."

JAKE (CONT'D)
 "If you find yourself in a disaster, you'll need some things to help keep you and your family safe...and alive. We're going to start with your Emergency Supply Kit. With these items you can "camp out" in your house or car without outside help for several days. What would you choose? That's a good start, but don't forget water, extra batteries, canned food and a battery-operated radio."

8



SCENE 8 The Game: The player now sees a screen with a variety of safety objects (with a few ringers thrown in). The game is to chose all of the right objects, leaving the ones like the birthday cake behind. There is no scoring, but the player can be invited to play again with a different selection of the items for a second round.



MEMA: FORCE OF NATURE INTERACTIVE

SAMPLE STORY BOARD EXAMPLE

MISSISSIPPI DEPARTMENT OF EMERGENCY MANAGEMENT

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ATTACHMENT B--CONTINUED

TEACHING POINTS

Each interactive module must address these related teaching points.

Emergency Supply Kit

1. Why do you need one?
 - a. When disaster strikes, you're ready!
 - b. You can "camp out" in your house or car without outside help for several days
 - c. You have all the supplies you need to stay safe and alive!

2. What should your kit include?

[invite player to make their own list of what they think they might need]

 - a. Remember, there may be no water, no utilities, and no outside services
 - b. What did we forget?

[provide complete checklist]

3. What things may cause you to need an Emergency Supply Kit?

[invite player to make their own list]

 - a. Earthquakes
 - b. Floods
 - c. Thunderstorms & Tornadoes
 - d. Winter Weather
 - e. Hurricanes
 - f. Heat Waves

4. Let's visit some experts who can tell us more!

EARTHQUAKES (SHAKY THE EARTHWORM)

1. Earthquakes can happen anywhere, anytime.

2. Northwest Mississippi is in the New Madrid seismic zone, which means xxxx.

[Tell about the seismic zone, past earthquakes in the zone.]

Earthquakes are caused by xxx

3. If the ground starts shaking
 - a. DROP, COVER, and HOLD
Drop to the ground, take cover under something sturdy, and hold on!
 - b. Stay away from glass, windows, doors, and anything that could fall on you.
 - c. Stay inside until the shaking stops.
 - d. If you're outside, go to a wide-open area away from buildings, power lines, and trees.

JAKE THE MITIGATION WIZARD

How can you help prevent earthquake damage to your home?

[invite player to make their own list]

1. Attach heavy objects (like bookshelves) to the walls.
2. Make sure all appliances and large items are secure.
3. Make sure your house is attached firmly to the ground.
4. Talk to your parents about other ways to make your home safe.

FLOODS (RAINEY THE RACCOON)

1. Floods can happen anywhere, anytime.
2. Mississippi has had several big floods. [history]
3. Flooding is caused by
 - a. heavy rains — locally or upstream
 - b. melting snow
 - c. clogged drains and ditches
4. If waters start rising
 - a. Move to higher ground immediately
 - b. NEVER swim, walk, or drive through floodwater. Why?
[invite player to make their own list]
 - i. unseen dangers in the water
 - ii. downed power lines
 - iii. trash, plant debris, and dangerous animals
 - iv. strong currents

JAKE THE MITIGATION WIZARD

How can you help prevent flood damage to your home?

[invite player to make their own list]

1. Move your home to higher ground.
2. Raise your home up on stilts.
3. Surround your home with sandbags.
4. Keep drains and ditches clear of anything that could clog it.
5. Take photographs or videos of all your home and belongings and store off-site.

THUNDERSTORMS & TORNADOES (TWISTY THE TURTLE)

1. Thunderstorms and tornadoes can happen anywhere, anytime.

2. Mississippi has had several big tornadoes. [history]
Tornadoes are caused by xxx

3. During thunderstorms
- a. Go inside a building, faster than lightning!
 - b. When you hear thunder, it's time to take cover.
 - c. Stay away from windows.

4. During tornadoes
- a. Take shelter in a sturdy room in the middle of your house (closet, bathroom) on the lowest level of your home.
 - b. Stay away from windows and doors.
 - c. Protect yourself from flying debris, with pillows, blankets, and helmets!
 - d. Get under something sturdy and hang on.

JAKE THE MITIGATION WIZARD

How can you help prevent thunderstorm and tornado damage to your home?
[invite player to make their own list]

1. Cut down or trim tall trees around your home.
2. Make sure nothing around your home can turn into a dangerous missile in heavy wind.
3. Build a storm shelter.

WINTER WEATHER (ICY THE OWL)

1. Ice storms can happen even in the South!
2. Mississippi has had several big ice storms. [history]
3. Ice storms are caused by xxx
4. Snow is fun, as long as you're "snow-smart"
 - a. Layer your clothes.
 - b. Wear mittens and a hat.
 - c. Cover your mouth with a scarf to protect your lungs.
 - d. Keep an Emergency Supply Kit in your car.
 - e. On ice, walk like a penguin!
 - f. Shivering means it's time to find a warm place.

JAKE THE MITIGATION WIZARD

How can you help prevent ice and snow damage to your home?
[invite player to make their own list]

1. Wrap water pipes to keep them warm. When pipes freeze, they can burst and cause floods.
2. Make sure the roof is strong and in good shape.
3. Cut down or trim tall trees around your home. Heavy ice and snow can snap branches and trunks.

HURRICANES (GUSTY THE SEAGULL)

1. Hurricane season runs from June 1 to November 30.
2. Mississippi has had several big hurricanes. [history]
3. Hurricanes are caused by xxx
4. During a hurricane warning:
 - a. Evacuate your home if told to do so.
 - b. Make a hurricane plan with your family before hurricane season.
 - c. If you stay home, go to a safe room — just like you do in a tornado.

JAKE THE MITIGATION WIZARD

How can you help prevent hurricane damage to your home?
[invite player to make their own list]

1. Install storm shutters to cover and protect your windows.
2. Keep important things — documents, family pictures, important belongings — ready to go in a waterproof case.

HEAT WAVES (SSSIZZLE THE SNAKE)

This teaching module is to be merged with the following module know as Wildfires.

1. A heat wave is a long period of really hot weather — hotter than normal for our steamy South in summer!

DID YOU KNOW? Heat waves kill more Americans than other natural disasters.

2. Mississippi is **HOT** in the summer because we're in the South! Most parts of the United States experience heat waves during the summer.

3. Excessive heat is measured by Heat Index Values. The heat index is what the temperature FEELS LIKE to the human body, regardless of what our outdoor thermometer says!
4. During a Heat Advisory (when daytime temperature highs are greater than 100 degrees)
 - a. Stay inside a cool, air-conditioned place. Your pets should, too!
 - b. If you or your pets must be outside:
 - i. Stay in the shade.
 - ii. Reduce your activity.
 - iii. Drink lots of water.
 - iv. Eat a salty snack to replace the salt your body loses when it sweats excessively.
5. Heatstroke occurs when your body overheats because it is unable to regulate a normal body temperature. You need to find a cooling off space immediately if you:
 - a. Feel sick or start vomiting.
 - b. Have a racing heart rate.
 - c. Develop a headache.
 - d. Just don't feel right.
6. Know where your community's "cooling stations" are. These are buildings that provide cool, safe areas in the heat, such as libraries, community centers, churches, and fire stations.

JAKE THE MITIGATION WIZARD

In what ways can you keep your cool?
[invite player to make their own list]

1. Keep shades and blinds drawn/closed during sunlight hours.
2. Turn on the fans — window fans, ceiling fans, floor fans, and box fans — to help reduce body temperature.
3. Limit your physical activity.
4. Drink like a fish — water, water, water!

WILDFIRES (BILLIE THE GOAT)

Concept Script

“Hey Dad, we talked about drought and wildfires in school today.”

“Oh yes, well what did you learn, Pearl?”

“We learned that a drought is a period of unusually constant dry weather that persists long enough to cause deficiencies in water supply. These drought conditions make the woods more prone to wildfires that can start and spread quickly.”

I was wondering, do you know of anyone who can tell me more about droughts and wildfires?”

“Yes, I do Pearl. Billie, Billie the Goat. Let’s call her on the phone and ask.”

(Delta calling Billie on the Phone)

“Hello, Billie the Goat speaking.”

“Hello Billie, This is Delta. My daughter Pearl wants to know if you can tell her about drought and wildfires?”

“Droughts create the fuel needed to start and spread wildfire. We goats have been used for years to eat brush, shrubs and other flammable items in the woods (fire fuels) that make life so dangerous for those who fight wildfires.

Once a drought starts, stop or restrict the use of public water resources for non-essential usage, such as landscaping, washing cars and filling swimming pools. Don’t play with matches or fire because a flare can turn into a flame very quickly. When local officials issue a burn ban, make sure that everyone you know adheres to it, because where there is a flame, there is fire.”

“WOW! I did not know that Goats were so important. I am now drought and wildfire prepared.”

JAKE THE MITIGATION WIZARD

Encourage members of your family to take water-saving measures, such as the following:

1. Ask your parents about installing low-flow water saving showerheads and toilets.
2. Turn water flow off while brushing teeth or during other cleaning activities.
3. Adjust sprinklers to water the lawn and not the sidewalk or street.
4. Run the dishwasher and washing machine only when they are full.
5. Check for leaks in plumbing or dripping faucets.

Ask your parents about drought-tolerant landscape design through measures such as:

Incorporating drought tolerant practices into landscape. If possible use permeable driveways and surfaces to reduce runoff and promote groundwater recharge.

JAKE THE MITIGATION WIZARD

In what ways can you snuff the flames and keep yourself and loved ones safe?
[invite player to make their own list]

1. Install smoke detectors in your home and replace the batteries every time the clock changes.
2. Clean your chimneys every year.

3. Make sure your oven, stove, iron, and all heat-producing devices are turned OFF. CHECK IT TWICE!
4. Do not leave portable heating devices unattended. WATCH THEM!
5. Make a home fire escape plan with your family. Know exactly what to do no matter where you are in the house.

Additional topics to consider covering:

Home evacuation plans
Practicing and home drills

ATTACHMENT C
RFP NO. 01-2016HM-WEBSITE

STANDARD TERMS AND CONDITIONS WHICH WILL BE INCLUDED IN ANY CONTRACT AWARDED FROM THIS RFP

A. 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.

B. AVAILABILITY 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.

C. 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>.

D. 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.

E. STOP WORK ORDER

- 1) *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:
 - a) cancel the stop work order; or,
 - b) terminate the work covered by such order as provided in the ‘Termination for Default Clause’ or the ‘Termination for Convenience Clause’ of this contract.

- 2) *Cancellation or Expiration of the Order.* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - a) the stop work order results in an increase in the time required for, or in Contractor’s properly allocable to, the performance of any part of this contract; and,
 - b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

- 3) *Termination of Stopped Work.* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

- 4) *Adjustments of Price.* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

F. 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).

G. 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.

H. 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.

I. 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.

J. 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.

K. 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 does not approve this contract.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the 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.

S. 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.

T. 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 venturers, 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.

U. 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.

V. 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

W. 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.

X. 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.

Y. 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.

Z. 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.

AA. 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.

BB. 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.

CC. 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.

DD. 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.

EE. 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.

FF. 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.

GG. 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.

HH. 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

II. 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.

JJ. 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.

KK. 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.

LL. SEVERABILITY

If any terms or provisions of the contract are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the contract shall not be affected thereby and each term and provision of the contract shall be valid and enforceable to the fullest extent permitted by law.

MM. 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.

NN. WAIVER

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

REQUEST FOR PROPOSAL FORM—PAGE 1 OF 3

**REQUEST FOR PROPOSAL TO PROVIDE
CHILDREN’S INTERACTIVE WEBSITE**

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.

CERTIFICATION 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