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

Request for Proposal
To Provide
Heavy Lift Rigging and Transport of Pre-Cast Shelters

RFP NO. 082015MG

Contact Person: Edward Williams, Procurement Officer
(601) 933-6390
FAX: (601) 933-6630
ewilliams@mema.ms.gov

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY
#1 MEMA Drive, Pearl, MS 39208
(601) 933-6390

INVITATION: Written sealed proposals subject to the conditions herein stated and attached hereto, will be received at this office until 10 a.m., Central Daylight Savings Time, Wednesday, September 3, 2014, for providing the services as described below for the Mississippi Emergency Management Agency.

DESCRIPTION: The Mississippi Emergency Management Agency, hereinafter referred to as "MEMA," is hereby requesting written proposals to provide heavy lift rigging transportation of pre-cast shelters.

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) The overall quality of the proposed plan for performing the required services – the plan should reflect an understanding of the project and its objectives. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. (Critical – 25 points)
(2) Proposer's ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services. (Critical – 25 points)
(3) The personnel, equipment, facilities and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting. (Important – 10 points)
(4) A record of past performance of similar work. (Critical – 25 points)
(5) Price. (Very Important – 15 points)

Inquiries regarding this Request for Proposals must be directed to:

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

Proposals and attachments must be submitted to:

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

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

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY
#1 MEMA Drive, Pearl, MS 39208
(601) 933-6390

1.0 SPECIFICATIONS, TERMS AND CONDITIONS FOR HEAVY LIFT RIGGING AND TRANSPORTATION OF PRE-CAST SHELTERS:

1.1 General Statement:

MEMA is desirous of securing services to provide a crane, rigging and heaving transportation services. Additional information may be obtained by written request from, Edward Williams, Purchasing Officer, MEMA, #1 MEMA Drive, Pearl, MS 39208, ewilliams@mema.ms.gov.

1.2 Detailed Minimum Specifications:

Devise a written proposal that will ensure that the State of Mississippi has a turnkey operation. The operational requirement will be to move 30 Vaughn Concrete Products, Inc. storm shelters (described in Attachment B). The shelters are currently located in Joplin, Missouri. The state requires movement of these 30 shelters from Joplin, Missouri to 29 locations in Mississippi (locations specified in Attachment C). Offeror shall appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits. The written proposal should be such that it clearly and fully explains how the consultant will provide the following heaving lift rigging and transportation specifications:

1. Heavy Transportation. Contract will provide all resources to move shelters from Joplin, Missouri to the required sites in Mississippi and to include all fees, permits and escort requirements based on current state laws and procedures. A photograph of a shelter on transport is included as Attachment D.
2. Crane and Rigging Services. An appropriate crane and associated personnel and equipment to safely unload storm shelter on the designated site by the authorized local authority. A photograph of a shelter being sling loaded is attached as Attachment E.
3. Optional Services. No optional services are requested.

The term of the contract shall be for a period of one year with the option to renew for one additional 12 month period conditioned upon the receipt of state and/or federal funds and satisfactory performance during prior contract terms as determined by MEMA's Executive Director. The initial term of the contract shall begin October 14, 2014 and end no later than close of business October 13, 2015.

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

(1) Name of offeror, location of offeror's principal place of business, and the place of performance of the proposed contract.

(2) Age of offeror's business and the average number of employees over the past three (3) years.

(3) Resume' listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services.

(4) Listing of three (3) contract under which services similar in scope, size, or discipline were performed or undertaken, including at least two (2) references for current contracts or those awarded during the past three (3) years (On the proposal form, list three (3) projects to include the names and addresses of the projects, the scope of the project, and the names and telephone numbers of the clients for reference purposes. All information on the proposal form must be completed. Proposals containing incomplete or unsigned proposals will be rejected).

(5) A plan giving as much detail as is practical explaining how the services will be performed; and,

(6) An estimate of price.

3.0 INSURANCE REQUIREMENTS

The successful offeror will be required to procure and obtain professional liability or general liability. coverage in the amount of:

$1,000,000 (One Million Dollars) per occurrence for the initial term of the contract; and,

$1,000,000 (One Million Dollars) per occurrence for any subsequent term provided the renewal option is exercised by MEMA;

The successful Offeror will be required to procure and maintain workers' compensation insurance which shall inure to the benefit of all Contractor's personnel provided hereunder.

Professional liability and general liability insurance will provide coverage to MEMA as an additional insured. Prior to the execution of this contract, proof of such coverage shall be provided. 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. 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.

4.0 COMPENSATION FOR SERVICES WILL BE IN THE FORM OF A FIRM FIXED PRICE CONTRACT.

5.0 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.

6.0 ACCEPTANCE OF PROPOSALS

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

7.0 DISPOSITION OF PROPOSALS

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

8.0 COMPETITIVE NEGOTIATION

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

9.0 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.

10.0 CANCELLATION OF RFP

This solicitation may be cancelled as provided in the Personal Services Contract Review Board (PSCRB) Rules and Regulations Manual.

11.0 EXCEPTIONS AND DEVIATIONS

Offerors taking exception to any part or section of the solicitation shall clearly indicate such exceptions on the proposal and shall be fully described in a way as to make said exceptions and deviations conspicuous to the reviewing panel. Failure to indicate any exception will be interpreted as the offeror's intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

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

13.0 PROPOSAL ACCEPTANCE PERIOD

The original and five (5) copies of the proposal and all attachments (six (6) copies total) along with one electronic copy of the proposal saved as a .pdf file and stored on a CD shall be signed and submitted in a sealed envelope or package to Edward Williams, #1 MEMA Drive, Pearl, MS 39208 no later than 10:00 a.m. CDST on Wednesday, September 3, 2014. **To ensure that all submitted proposals are adequately sealed and unable to be reviewed prior to the proposal opening time, no electronic of facsimile copies of proposals will be accepted.** Offerors shall also submit the proposal through the State of Mississippi online financial program the Mississippi Accountability System for Government Information and Collaboration, MAGIC. Should you have questions regarding how to register as a vendor or submit your proposal please contact Edward Williams at 601-933-6390 or ewilliams@mema.ms.gov. Timely submission of the proposal is the responsibility of the offeror. Offers received after the specified time shall be rejected and returned to the offeror unopened. The envelope or package shall be 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, all attachments and the CD shall be identified with the name of the offeror.

14.0 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.

15.0 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 Section 25-61-9 and 79-23-1 of the Mississippi Code. Further, said marked pages shall be arranged and organized into one grouping so as to be easily separable

from the non-confidential portion of the proposal. Any pages not marked 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.

16.0 ADDITIONAL INFORMATION

Questions about this RFP must be submitted in writing to Edward Williams, Procurement Officer, MEMA at #1 MEMA Drive, Pearl, MS 39208; email ewilliams@mema.ms.gov. Offerors are cautioned that any statements made by the contact person that materially change any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposal. Questions about the request for proposals document will not be accepted after 12:00pm Central Daylight Standard Time, Wednesday, August 20, 2014. **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 4:00 p.m. CDST., Wednesday, August 27, 2014. It is the offerors 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.**

17.0 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 an political subdivision or agency of the state of Mississippi.

18.0 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.*

18.1 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.

18.2 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.

18.3 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.

18.4 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.

19.0 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.

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

19.2 Certification of Independent Price Determination

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

19.3 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.

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

20.1 Applicable Law

This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding is conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The contractor shall comply with applicable federal, state, and local laws and regulations.

20.2 Availability of Funds

It is expressly understood and agreed that the obligation of the State to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at 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.

20.3 Representation Regarding Contingent Fees

The contractor represents that it has not retained any person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the contractor's proposal.

20.4 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.

20.5 Procurement Regulations

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS, for inspection, or downloadable at www.mspb.ms.gov.

20.6 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," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

20.7 E-Verification

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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 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 and, upon request of the State, 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 these warranties, the breach of which may subject 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 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.

20.8 Transparency

The contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the Contractor as to trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state of federal law or outside the applicable freedom of information statutes will be redacted.

20.9 Paymode

Payments by state agencies shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The state, may at its sole discretion,

require the Contractor to submit invoices and supporting documentation electronically 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.

20.10 Stop Work Order

(1) *Order to Stop Work*: The procurement officer, may, by written order to the contractor at any time, and without notice to any surety, require the 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 the 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, the 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 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 is 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, the 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 the contractor's properly allocable to, the performance of any part of this contract; and,

(b) The 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 cancelled 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.

20.11 Compliance with Laws

The Contractor understands that MEMA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

20.12 Confidentiality

The contractor shall agree to assure the confidentiality of any records obtained from MEMA as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the contractor deemed confidential by MEMA pursuant to state and federal privacy laws, shall be made available to pay person or organization without the prior approval of MEMA. Any liability resulting from the wrongful disclosure of confidential information on the part of the contractor shall rest with the contractor.

20.13 Anti-Assignment/Subcontracting

The Contractor acknowledges that it was selected by MEMA to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of MEMA, which 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 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 MEMA may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties

20.14 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.

20.15 Attorney's Fees and Expenses

Subject to other terms and conditions of this agreement, in the event the Contractor defaults in any obligations under this agreement, the 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 attorneys' fees or costs of legal action to the Contractor.

20.16 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.

20.17 Changes 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 the Contractor that the scope of the project of the Contractor's services has been changed, requiring changes to the amount of compensation to the 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 the Contractor.

20.18 Contractor Personnel

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 the Contractor. If MEMA reasonably rejects staff or Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to MEMA in a timely manner and at no additional cost to MEMA. The day-to-day supervision and control of the Contractor's employees and Subcontractors is the sole responsibility of the Contractor.

20.19 Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, MEMA, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MEMA may have.

20.20 Failure to Enforce

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

20.21 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 or war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the 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 MSPB determines it to be in its best interest to terminate the agreement.

20.22 Indemnification

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate MEMA, its 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 attorneys' fees, arising out of or caused by the 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, the Contractor may be allowed to control the defense of any such claim, suit, etc.

In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the State; the 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. The Contractor shall not settle any claim, suit, etc. without the State's consent, which the State shall not unreasonably withhold.

20.23 Independent Contractor Status

The Contractor shall, at all times, be regarded as an independent contractor and shall at no time act as an agent for MEMA. Nothing contained herein shall be deemed or construed by MEMA, the 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 MEMA and the Contractor.

Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MEMA or the Contractor hereunder,

create or shall be deemed to create a relationship other than the independent relationship of MEMA and the 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 the Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of MEMA; and MEMA shall at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. MEMA shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, MEMA shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

20.24 No Limitation of Liability

Nothing in this Agreement shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

20.25 Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: *name, title, contractor, address*

For the Agency: *name, title, agency, address*

20.26 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 MEMA.

20.27 Ownership of Documents and Work Papers

MEMA shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the contract services which are the subject of this Agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to MEMA upon termination or completion of the Agreement. The foregoing notwithstanding, the 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 MSPB and subject to any copyright protections.

20.28 Record Retention and Access to Records

Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, MEMA or any duly authorized representatives, shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the contract for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this Agreement shall be retained by the 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 contract 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.

20.29 Recovery of Money

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to MEMA, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the 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 the Contractor.

20.30 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.

20.31 Termination for Convenience

(1) *Termination.* The Procurement Officer of 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 the Contractor specifying the part of the contract terminated and when termination becomes effective.

(2) *Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The 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 the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to MEMA. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

20.32 Termination for Default

(1) *Default.* If the 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 otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer of MEMA may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the 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. The 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, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the MSPB shall be at the contract price. The MSPB may withhold from amounts due the 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, the 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 the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the 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, the 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 the Contractor to meet the contract requirements.

Upon request of the 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, the 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 "Termination for Convenience." (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 the 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.

20.36 Third Party Action Notification

Contractor shall give MSPB 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.

20.34 Unsatisfactory Work

If at any time during the contract term, the service performed or work done by the Contractor is considered by MSPB to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Contractor shall, on being notified by MSPB, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, MSPB shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

20.35 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.

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

21.1 Access

MEMA, the subgrantees (counties and communities within District 3), 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.

21.2 Retention of Records

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

21.3 Clean Air and Water Acts Compliance

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

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 Proposer fails to satisfy MEMA that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror's qualifications shall include:

(1) The ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required;

(2) The ability of the offeror to perform the work or provide the service promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror; and,

(4) 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:

(1) The overall quality of the proposed plan for performing the required services – the plan should reflect an understanding of the project and its objectives. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. (Critical – 25 points)

(2) Proposer's ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services. (Critical – 25 points)

(3) The personnel, equipment, facilities and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting. (Important – 10 points)

(4) A record of past performance of similar work. (Critical – 25 points)

(5) Price. (Very Important – 15 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:

(1) Completed and signed Request for Proposals Form (included).

(2) Management Summary: Provide a cover letter indicating the underlying philosophy of the Offeror in providing the service.

(3) Proposal: Describe in detail how the service will be provided. Include a description of major tasks and subtasks. A timeline for execution shall be included in this section.

(4) Corporate experience and capacity: Describe the experience of the Offeror in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.

(5) Personnel: Attach resumes of all those who will be involved in the delivery of this service – from principals to field technicians - that include

their experience in the area of service delivery. Indicate the level of involvement by principals of the Offeror in the day-to-day operation of the contract.

(6) References: Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Explain the similarity of the projects to the MEMA project.

(7) Acceptance of conditions: Indicate any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirement listed.

(8) Additional data: Provide any additional information that will aid in evaluation of the response.

(9) Cost data: Estimate the cost of the service. Cost data submitted at this stage is not binding and is subject to negotiation if your Proposal is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract, 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 THE DEADLINE FOR PROTESTS REGARDING THIS PROCUREMENT IS 4:00 P.M. CDST, MONDAY, SEPTEMBER 22, 2014.

REQUEST FOR PROPOSAL FORM

REQUEST FOR PROPOSAL TO PROVIDE
HEAVING LIFT AND RIGGING FOR FEMA SHELTERS
RFP NO. 082015MG

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	
Cost of the Service:	
Total Estimated Cost of the Labor Portion of the Contract:	
Total Estimated Cost of the Expenses Portion of the Contract:	
Attachment identifying all non-labor costs and their estimated totals	Initial here showing presence of attachment

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 Proposer

[ ] is [ ] is not

aware of any information bearing on the existence of any potential organizational conflict of interest.

REPRESENTATION REGARDING CONTINGENT FEES

The Proposer

[ ] has [ ] has not

retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

REPRESENTATION REGARDING GRATUITIES

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

CERTFICATION OF INDEPENDENT PRICE DETERMINATION

The Proposer 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 offeror or competitor relating to those prices, the intention to submit an offer, or the methods or factors use to calculate the prices offered.

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 proposing or 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

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

PROPRIETARY INFORMATION

This proposal

[ ] does [ ] does not

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

_____.

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

_____	_____
Signature	Date
_____	_____
Name (Printed)	Title

ATTACHMENT A
RFP NO. 082015MG

The pricing included in the proposals will be graded on a points system. The maximum points available for pricing are fifteen (15). The lowest price submitted will receive the maximum score of fifteen (15). 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 (fifteen (15)) to produce a score for each proposal price. Scores will be truncated to the thousandth place.

Formula: (Lowest Price/Proposal Price) x 15 = 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 fifteen (15) points as it is the lowest price submitted.

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

Proposal A: ($9,950/$10,000) x 15 = 14.925

Proposal B: ($9,950/$12,000) x 15 = 12.437

Proposal C ($9,950/$20,000) x 15 = 7.462

PRECAST CONCRETE ABOVE GROUND (AG) STAND-ALONE COMMUNITY

STORM SHELTER

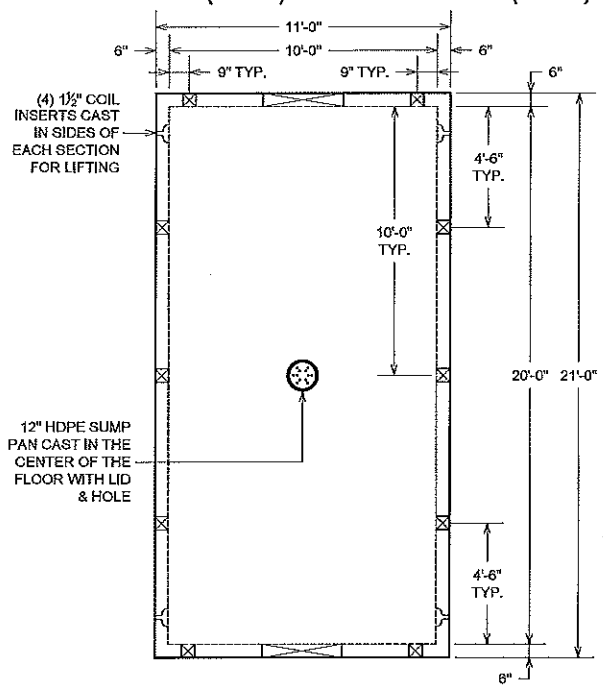
PRECAST CONCRETE SHELTER WITH TWO STEEL DOORS,

CERTIFIED TO MEET ALL NSSA/ICC STANDARDS

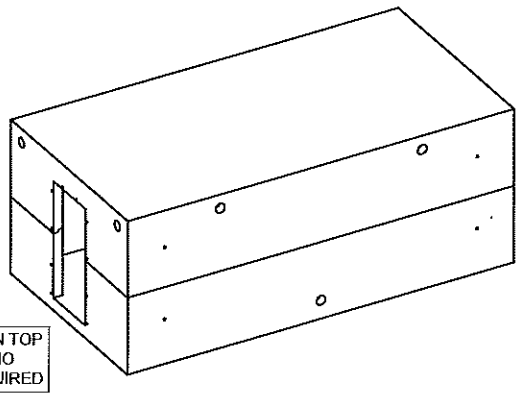
10'-0" (120") WIDE X 20'-0" (240") LONG X 7'-0" (84") HIGH INSIDE DIMENSIONS

VCP ITEM #SS-10020070-AG (34 PERSON*)

*THE NSSA/ICC STANDARDS FOR COMMUNITY TORNADO SHELTERS REQUIRE 5 SQUARE FEET OF USABLE FLOOR AREA/OCCUPANT



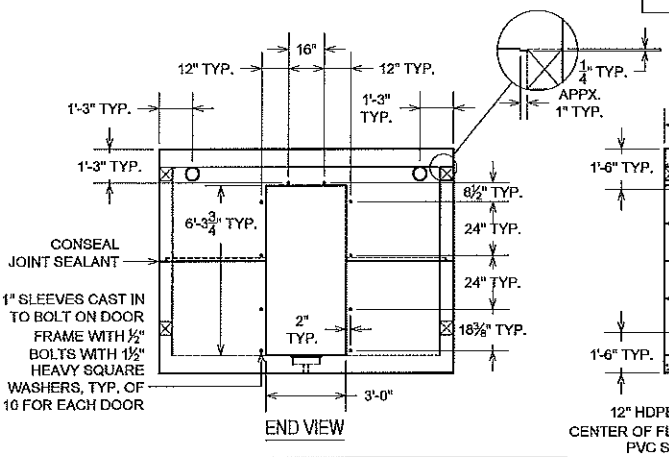
PLAN VIEW



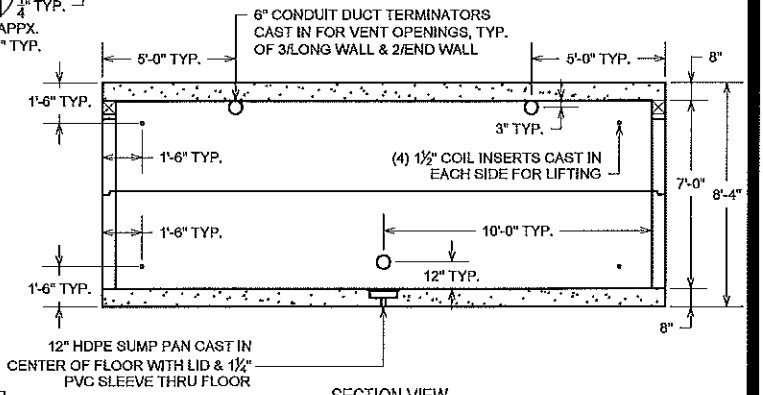
SHELTER SETS ON TOP OF GROUND, NO ANCHORING REQUIRED

STORM SHELTER ALSO PROVIDED WITH THE FOLLOWING ITEMS:

- (2) STEEL DOORS CERTIFIED TO MEET NSSA STANDARD
- STEEL DEFLECTOR PLATES OVER THE (10) 6" DUCT TERMINATORS FOR VENTS
- (1) PORTABLE TOILET WITH PRIVACY SCREEN
- (4) FLASHLIGHTS FOR EMERGENCY LIGHTING
- DECAL ON 1 DOOR WITH OUR COMPANY NAME, STORM TYPE, DESIGN WIND SPEED AND THE CAPACITY OF THE SHELTER
- HAZARD RECOGNITION LETTERS MOUNTED TO INSIDE WALL OF SHELTER ADJACENT TO EACH DOOR



END VIEW



SECTION VIEW

UNIT WITH DOORS WEIGHS APPROXIMATELY 77,000 LBS.
TOP HALF OF SHELTER WEIGHS APPX. 38,500 LBS.
BOTTOM HALF OF SHELTER WEIGHS APPX. 38,000 LBS.

*ACTUAL DIMENSIONS OF CONCRETE PRODUCTS MAY VARY SLIGHTLY
*PRODUCT & DRAWING SUBJECT TO CHANGE WITHOUT NOTICE

NOTES:
- CONCRETE: 5,000 P.S.I. (MINIMUM)
- REINFORCING: GRADE 60; EQUAL TO #4 REBARS @ 12" O.C.E.W. (MIN.)

DRAWING NOT TO SCALE

SS-10020070-AG.DWG
DATE CREATED: 12/09
UPDATED: 7/2013

vaughn concrete products, inc.

12650 Tucson Street • Henderson, Colorado 80640 • 303-659-3747, Fax 303-659-1333
2671 South Greeley Hwy • Cheyenne, Wyoming 82007 • 307-634-0695, Fax 307-634-0694
10021 Amarillo Blvd East • Amarillo, Texas 79108 • 806-374-3747, Fax 806-335-3717
www.vaughnconcreteproducts.com

ATTACHMENT B

LOCATIONS FOR SHELTERS			
County	**Location**	**Address**	**Lat/long**
Benton	North Benton Fire Dept.	3591 Hwy 7N, Lamar, MS 38642	34.93233/-89.31115
Benton	North East Benton Fire Dept	16220 Hwy 72, Ashland, MS 38603,	34.94708/-89.11743.
Tishomingo	Burnsville Fire Dept.	38 Gross Avenue Burnsville, MS 38833	34.8348880/-88.320893
Tishomingo	Eastport Volunteer Fire Dept. (Millcreek)	532 CR 956, Iuka, MS 38852	34.853850/-88.1461280
Tishomingo	Golden Fire Training Dept.	222 Front Street, Golden, MS 38847	34.490480/-88.1902090
Lee-Tupelo	Veterans Memorial Park	401 Elvis Presley Dr. Tupelo, MS	34.263/ -88.677
Lee-Tupelo	Rockwell Center	1199 Joyner Ave Tupelo, MS	34.272/-88.729
Lee County	MultiPurpose Center for the Elderly	5338 Cliff Gookin Blvd. Tupelo, MS 38801	34.246318/-88.772664
Itawamba	Liberty Grove Fire Department	State Line Rd. & Guthrie Cut Rd. Tremont, MS 38876	34.129833/ -88.21577
Itawamba	Houston Fire Dept.	4244 Houston Palestine Rd. Marietta, MS	34.428868/ -88.481269
Itawamba	Mantachie Fire Dept.	8875 Hwy 363 Mantachie, MS	34.363972/ -88.510736
*Tippah	BMC South Campus Dormitory	3670 Hwy 15 South, Blue Mountain, MS 38610	34.646094/-89.021947
Bolivar	Bolivar Co. Courthouse	200 South Court Street, Cleveland, MS. 38732	33.744002/ -90.724819
Bolivar	Cleveland Fire Department	208 North Bayou Avenue, Cleveland, MS. 38732	33.74530/-90.72288
Winston	Highpoint Vol. Fire Dept.	580 Highpoint-Weir Road Louisville, MS 39339	33.18851/-88.14648
*Louisville/Winston	City Hall/City Complex	200 South Church Avenue Louisville, MS 39339	33.121420701/-89.0564069
*Louisville/Winston	Louisville Electric	917 South Church, Louisville, Ms	33.104760955/-89.0576248
Lowndes	Lowndes Co. Road Dept.	8793 Hwy 45 North Columbus, MS	33.546083/-88.419364
Lowndes	Lowndes Co. Satellite Station 5	491 Robinson Road Columbus, MS 39701	33.449307/-88.495271
Hinds	MS Rural Water Assoc.	5400 N Midway Road Raymond, Mississippi 39154	32.256907/-90.373837

ATTACHMENT C

Newton	Newton Fire department Career/Vol. Dept.	126 Scanlan Street, Newton, Ms. 39345	32.323135/-89.1636645
Newton	GibbstownLawrence Fire Depart. Vol. Dept.	6177 Lawrence Hazel Road Lake, Ms. 39092	32.379556/-89.284551
Wilkinson	Courthouse	252 Main Street Woodville, MS	31.104079/-91.298853
Wilkinson	Sheriff's Office	1389 U.S. Hwy 61 Woodville, MS	31.121449/-91.281784

ATTACHMENT D

ATTACHMENT E