



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

Request for Proposals  
To Provide Services  
As Lead Manager of  
Mississippi Alternative Housing Program

**RFP NO. 010-01**

**Addendum 2**

Contact Person: Edward Williams  
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## Instructions and Special Procedures for Lead Manager Services

**INVITATION:** Written sealed proposals subject to the conditions herein stated and attached hereto, will be received at this office until 10 a.m., Central Time, Wednesday February 24, 2010, for providing the services as described below for the Mississippi Emergency Management Agency.

**DESCRIPTION:** The Mississippi Emergency Management Agency's Mississippi Alternative Housing Program, or MAHP, has successfully assisted more than 2,800 families displaced from housing as a result of Hurricane Katrina by providing temporary emergency housing through the Mississippi Cottages. This program was funded through a one-time federal grant of approximately \$280 million. With approximately 1,000 occupants still living in cottages, this program is now in the process of selling cottages to those occupants who are allowed to purchase depending upon their jurisdictional requirements. The program is also demobilizing the units that will not be sold to occupants. For that reason, a manager is needed to help guide the program into the final phase of the federal grant. The manager will work with MEMA, FEMA, local jurisdictions, HUD, Housing Authorities, nonprofit organizations, state agencies and/or other vested partners within this program.

MEMA will receive proposals from individuals (~~strike "or 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 (~~strike "of the person 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.

**TERM:** The term of the contract shall be for a period of one year with the option to renew for one additional 12 months. The term of the contract shall begin April 1, 2010. ~~Contract will be terminated upon completion of program, which may occur prior 12 months.~~

**SCOPE OF WORK:** The Lead Manager will answer directly to the agency's executive director and will be charged with managing the existing turnkey operation to identify those in need of alternative housing solutions, develop alternative housing solutions and implement those solutions from conception to final closeout. Other management duties include but are not limited to:

- Hire replacement employees as necessary with executive director's approval.
- Take over management of all existing units.
- Supervise current employees, contract employees or contractors assigned to the program.
- Develop solutions for the permanent placement of the units that will include working with local governments, nonprofits and for-profit groups as necessary.
- Identify potential clients through FEMA's disaster housing program.
- Manage current maintenance agreements and contracts for units.
- Develop or modify process(es) to help the program move smoothly and meet deadlines to close out the program.

### **EVALUATION PROCEDURES AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:**

Qualifications of Proposers: MEMA may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer 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.

A selection committee made up of qualified **State employees** 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.

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

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

- A. Overall quality of the proposed plan for performing the required services. **Very Important (total points-15)**
- B. Understanding of the project and its objectives including familiarity with MEMA, FEMA and the MAHP program. **Critical (total points-20)**
- C. The degree of completeness of response to the specific requirements of the solicitation. **Important (total points-10)**

- D. Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.) **Critical (total points-20)**
- E. The person to perform the services currently available or demonstrated to be made available at the time of contracting. **Important (total points-10)**
- F. A record of past performance of similar work. Direct experience in Mississippi is desirable. **Very Important (total points-15)**
- G. Price. **Important (total points-10)**

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

**Step IV:** MEMA may contact the Vendor whose proposal best meets MEMA's needs (based on factors evaluated in Step II) and attempt to negotiate an agreement that is deemed acceptable to both parties.

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

Inquiries regarding this Request for Proposal must be mailed to:

Edward Williams, Purchasing Chief  
MS Emergency Management Agency  
#1 MEMA Drive  
Pearl, MS 39208

Questions can also be sent by email to [ewilliams@mema.ms.gov](mailto:ewilliams@mema.ms.gov).

**PROPOSAL SUBMISSION**

The original and three copies of the proposal and all attachments (four copies total) shall be signed and submitted in a **sealed envelope** or package to Edward Williams, MS Emergency Management Agency, #1 MEMA Drive, Pearl MS, 39208 or P. O. Box 5644, Pearl MS, 39288-5644 no later than 10 a.m. Central Time on **Wednesday February 24, 2010**. Timely submission of the proposal is the responsibility of the Proposer. Offers received after the specified time shall be rejected and returned to the Proposer unopened. **The envelope or package shall be clearly marked "Sealed Proposal" and show the proposal number in the lower left hand corner on the outside of the envelope or package.** Each page of the proposal and all attachments shall be identified with the name of the Proposer.

## **REJECTION OF PROPOSALS**

Proposals that do not conform to the requirements set forth in this RFP may be rejected by MEMA. Proposals may be rejected for reasons that include, but are not limited to, the following:

- A. The proposal contains unauthorized amendments to the requirements of the RFP.
- B. The proposal is conditional.
- C. The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
- D. The proposal is not received by the deadline.
- E. The proposal is not signed by an authorized representative of the party.
- F. The proposal contains false or misleading statements or references.
- G. The proposal does not offer to provide all services required by the RFP.

## **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.

## **DISPOSITION OF PROPOSALS**

All submitted proposals become the property of MEMA.

## **PROPRIETARY INFORMATION**

The Proposer should mark any and all pages of the proposal considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

## DEBARMENT

By submitting a proposal the Proposer certifies that it is not currently debarred from submitting proposal for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

## STANDARD TERMS AND CONDITIONS

- A. 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 proposal or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.
- B. Representation Regarding Contingent Fees:** The 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 the contractor’s bid or proposal.
- C. 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.
- D. E-Verify Compliance :** Contractor/Seller 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/Seller 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/Seller 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. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) 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 (b) the loss of any license, permit, certification or other document granted to Contractor/Seller 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 termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

- E. Prospective Contractor's Representation Regarding Contingent Fees:** The prospective contractor represents as a part of such contractor's bid or proposal that such contractor has/has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
- F. Acknowledgement of Amendments:** Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal by indentifying the amendment number and date in the space provided for this purpose on the proposal form or by letter. The acknowledgement must be received by MEMA by the time and at the place specified for receipt of proposals.
- G. 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 anytime, 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 expense to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- H. 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 301 North Lamar Street, Jackson, MS, for inspection.
- I. 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 they 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.
- J. E-Payment:** The State of Mississippi requires the contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to MEMA using the processes and procedures identified by the State. Payments made by MEMA using the Statewide Automated Accounting System

(SAAS) 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. Contractor understands and agrees the State is exempt from the payment of taxes. All payments shall be in United States Currency.

- K. The Request for Proposal Form** must be signed and returned with proposal (included).

## **RESPONSE FORMAT**

The following response format shall be used for all submitted proposals:

- A. Completed and signed Request for Proposals Form (included)
- B. Management Summary: Provide a cover letter indicating the underlying philosophy of the Proposer in providing the service.
- C. 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.
- D. ~~(Strike "Corporate")~~ Experience and capacity: Describe the experience of the Proposer in providing the service **and** give number of years that the service has been delivered. ~~(Strike "and provide a statement on the extent of any corporate expansion required to handle the service.")~~
- E. ~~Strike section previously listed here.~~
- F. 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.
- G. Acceptance of conditions: Indicate any exceptions to the proposal document terms, conditions and requirements.
- H. Additional data: Provide any additional information that will aid in evaluation of the response.
- I. 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.

**BID REVIEW SCHEDULE**

Unless otherwise indicated, the following proposal review schedule will be adhered to. Any protest or questions concerning the evaluation or award must be received by the Mississippi Emergency Management agency on or before the evaluation review deadline.

- \* Bid Opening: February 24, 2010, 10:00 A.M.
- \* Evaluation Process: February 24-26, 2010
- \* Distribution of Apparent Award: March 1, 2010
- \* Evaluation Review Period: March 3-5, 2010
- \* Evaluation Review Deadline: March 8, 2010
- \* Effective Date: April 1, 2010

**EMPLOYEES NOT TO BENEFIT**

I (strike “we”) hereby certify that if the contract is awarded to me, 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.

**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.

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