



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

Request for Proposals
To Provide Services for
Construction Management for the
Mississippi Alternative Housing Pilot Program

RFP NO. 010-02
Amendment 1

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

Instructions and Special Procedures for Construction Management of the Mississippi Alternative Housing Pilot Program

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, ~~Monday, April 19, 2010~~ Tuesday, April 20, 2010** 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 construction management services for the Mississippi Alternative Housing Pilot Program (hereinafter referred to as “MAHPP”).

The Mississippi Emergency Management Agency’s Mississippi Alternative Housing Pilot Program 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. The program is funded through a one-time federal grant of approximately \$280 million. With approximately 1,000 occupants still living in cottages, the 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.

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 the staff to be assigned to the project, references, illustrative examples of similar work performed and any other information that clearly demonstrates the offerors’ 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:

- A. The overall quality of the proposed plan and management team for performing the required services – Critical (total points-20)
- B. Understanding of the project and its objectives – Critical (total points-15)
- C. Familiarity with MEMA and FEMA – Critical (total points-10)
- D. The degree of completeness of response to the specific requirements of the solicitation – Very Important (total points-10)
- E. Proposer’s ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible – Very Important (total points-10)
- F. The personnel, equipment, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting – Important (total points-5)

G. A record of past performance of similar work. Direct experience in Mississippi is desirable – Critical (total points-20)

H. Price – Important (total points-10)

Inquiries regarding this Request for Proposal must be directed to:

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

I. SPECIFICATIONS, TERMS AND CONDITIONS FOR CONSTRUCTION MANAGEMENT SERVICES:

A. General Statement: All services listed in this statement are to be performed by contractor unless otherwise noted. MEMA is desirous of securing services to assist the MAHPP by providing construction management services in support of the permanent installation of park and cottage models. Additional information may be obtained by written request from: Edward Williams, Purchasing Officer, MEMA, #1 MEMA Drive, Pearl, MS 39208, ewilliams@mema.ms.gov.

B. Detailed Minimum Specifications: Devise a written proposal that will ensure construction management of permanent installations of one bedroom or Park Model and two and three bedroom Mississippi Cottages. Offeror shall also appoint a lead contract 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:

1. Coordinate staffing issues with the program construction manager and/or program manager and the MEMA county supervisor.
2. Work with MEMA staff and contractors to ensure program efficiency, quality and organization.
3. Work with current program staff to improve current policies and procedures such as Quality Assurance Quality Control guidelines.
4. Work with the construction manager and county supervisors by providing trained staff for installation monitoring, soils testing, and ready-for-occupancy inspections.
5. Have an engineer review and approve foundations for cottage installations above 5 feet, 7 inches.
6. Provide feedback to construction manager and county supervisors regarding issues that impact operations.
7. Monitor safety of operations.
8. Work with construction manager and county supervisors to maintain adequate supplies and required equipment without loss of time.
9. Ensure all staff complete any internal OSHA safety course or other trainings offered.
10. Provide labor reports and all accounting documents needed based upon time schedules.

11. Assist in identifying impediments to setting cottage foundations and issue work orders to correct such issues as: septic tanks, water tap fees, sewer or water runs exceeding MAHPP limits, grinder pumps, slab removal, tree removal and trimming, as well as other site improvements (should this be impediments?).
12. Ensure staff is familiar with types of foundation sets being used to set cottages permanently such as timber pile foundation and 3285 HUD Set foundation and that adequate QAQC is being used on each type of foundation.
13. Provide County Inspectors to develop, implement and oversee quality assurance measurements and coordination with local utilities to meet all applicable codes, manufacturers' warranties, and guidelines as well as clear all debris from site and ensure site is graded as required.

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 June 1, 2010 and end no later than close of business May 31, 2011. Contract will be terminated upon completion of MAHPP program, which may occur prior to May 31, 2011.

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

- A. Name of the offeror; location of the offeror's principal place of business; the place of performance of the proposed contract;
- B. Age and size of consultant's business;
- C. Resume' listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services;
- D. A listing of three contracts under which services similar in scope, size, or discipline were performed or undertaken. On a 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 number of the clients for reference purposes. All information on the proposal form must be completed. Incomplete or unsigned proposal forms will be rejected;
- E. A plan giving as much detail as is practical explaining how the services will be performed; and
- F. An estimate of price.

III. INSURANCE REQUIREMENTS: The successful offeror will be required to procure and maintain errors and omissions/professional liability coverage in the amount of \$1,000,000.00 (one million dollars) per occurrence, and offer proof of such coverage. MEMA reserves the right to request from carriers certificates of insurance regarding the required coverage.

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

V. 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:

- 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 received late.
- E. The proposal is not signed by an authorized representative of the offeror.
- F. The proposal contains false or misleading statements or references.
- G. The proposal does not offer to provide all services required by the RFP.

VI. 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.

VII. DISPOSITION OF PROPOSALS: All submitted proposals become the property of the State of Mississippi.

VIII. 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 to 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.

IX. 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.

X. EXCEPTIONS AND DEVIATIONS: Offerors taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal and shall be fully described. 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.

- XI. 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.
- XII. PROPOSAL ACCEPTANCE PERIOD:** The original and three (3) copies of the proposal and all attachments (four (4) copies total) shall be signed and submitted in a sealed envelope or package to Edward Williams, Purchasing Officer, MEMA, #1 MEMA Drive, Pearl, MS 39208 **no later than 10 a.m. Central Time, ~~Monday, April 19, 2010~~ Tuesday, April 20, 2010.** 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 "Sealed Proposal" and show the proposal number on the lower left hand corner on the outside of the envelope. The time and date of receipt shall be indicated on the envelope or package by the MEMA Purchasing Office. Each page of the proposal and attachments shall be identified with the name of the offeror.
- XIII. 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.
- XIV. PROPRIETARY INFORMATION:** The offeror/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. Request to review the proprietary information will be handled in accordance with applicable legal procedures.
- XV. ADDITIONAL INFORMATION:** Questions about the request for proposals document must be submitted in writing to Edward Williams, Purchasing 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 Monday, April 12, 2010.**
- XVI. ACKNOWLEDGEMENT 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.
- XVII. DEBARMENT:** By submitting a proposal, the offeror certifies that it is not currently debarred from submitting bids for contracts issued by an political subdivision or agency of the state of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by an political subdivision or agency of the state of Mississippi.

XVIII. 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:** (To be placed in prospective contractor’s response proposal.) The contractor represents as a part of such contractor’s bid or proposal that such contractor has not retained any person or agency on a percentage, commission or other contingent arrangement to secure this contract.
- 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. 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.
- F. 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.

G. Procurement Regulations: Any resulting 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.

H. 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.

I. 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.

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

XIX. EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:

A. Qualifications of Proposers: 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 regard 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.

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

B. 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:

1. The overall quality of the proposed plan and management team for performing the required services – Critical (total points-20)
2. Understanding of the project and its objectives – Critical (total points-15)
3. Familiarity with MEMA and FEMA – Critical (total points-10)
4. The degree of completeness of response to the specific requirements of the solicitation – Very Important (total points-10)
5. Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible – Very Important (total points-10)
6. The personnel, equipment, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting – Important (total points-5)
7. A record of past performance of similar work. Direct experience in Mississippi is desirable – Critical (total points-20)
8. 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.

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

D. COST DATA SUBMITTED AT THE STATE IS SUBJECT TO NEGOTIATION BUT SHOULD INCLUDE AN ESTIMATE OF THE ANNUAL COST OF THE SERVICE.

E. 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 Proposer 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 Proposer in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.
5. Personnel: Attach resumes of all those who will be involved in the management of this project that include their experience in the area of service delivery. Indicate the level of involvement by principals of the Proposer 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 proposal document terms, conditions and requirements.
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.

XX. 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.

- * Deadline for Questions: April 12, 2010, noon
- * **Bid Opening: April 19, 2010, 10:00 A.M. April 20, 2010, 10:00 a.m.**
- * **Evaluation Process: April 19 – 20, 2010 April 20, 2010**
- * Distribution of Apparent Award: April 20, 2010
- * Evaluation Review Period: April 21 - 29, 2010
- * Evaluation Review Deadline: April 29, 2010
- * Effective Date: June 1, 2010

REQUEST FOR PROPOSAL FORM
REQUEST FOR PROPOSAL TO PROVIDE SERVICES
FOR CONSTRUCTION MANAGEMENT
FOR THE MISSISSIPPI ALTERNATIVE HOUSING PILOT PROGRAM
RFP NO. 010-02

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

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.

CERTIFICATION 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 bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used 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.

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