

INVITATION FOR BID

IFB RFx Number: 3160007342

District 5 Hazard Mitigation Plan Update

Issued: May 6, 2025



CLOSING TIME AND DATE

Bids must be received by:
June 12, 2025, 1:00 PM CST

CLOSING LOCATION

Mississippi Department of Finance and Administration
501 North West Street, Suite 1301 C
Jackson, Mississippi 39201

BID COORDINATOR

Teselyn Funches, Bid Coordinator

Telephone: (601) 359-5286

E-mail: osss@dfa.ms.gov

SECTION 1

1.1 Purpose

The Office of Statewide Strategic Sourcing (hereinafter “OSSS”), on behalf of the Mississippi Emergency Management Agency (hereinafter “MEMA”) has issued this solicitation for the purpose of soliciting sealed bids from qualified providers to update the hazard mitigation plans for District 5. The Contractor will perform all tasks and make all assurances outlined in Section 4 of this IFB entitled Scope of Work.

Additional information may be obtained by email request Teselyn Funches, Bid Coordinator osss@dfa.ms.gov.

SECTION 2

2.1 Timeline

Invitation to Bid (IFB) Issue Date:	May 6, 2025
Bid Package Questions:	May 21, 2025, 3:00 PM CST
Question & Answer Deadline:	May 27, 2025, 11:00 AM CST
Bid Package Due:	June 12, 2025, 1:00 PM CST
Bid Opening:	June 12, 2025, 2:00 PM CST
Anticipated Notice of Intent to Award:	June 18, 2025, 1:00 PM CST

MEMA reserves the right to adjust this schedule as it deems necessary and change the dates of the initial contract term without amendment to this IFB.

2.2 This solicitation and any resulting contract shall be governed by the applicable provisions of the *Public Procurement Review Board (PPRB) Office of Personal Services Contract Review (OPSCR) Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration’s website (www.dfa.ms.gov). Any bidder responding to this solicitation is deemed to be on notice of all requirements therein.

2.3 Reconsideration for the Terms of the Solicitation: Any potential bidder may request that MEMA reconsider the terms of this solicitation. Such a request shall be filed with the Bid Coordinator and the Director of OPSCR within three (3) business days following the date of public notice as defined in Section 5.2.1. It is the sole responsibility of the requesting vendor to ensure the request is timely received by all required parties. Failure to timely request reconsideration in compliance with this section and Section 5.2.4 and Section 5.2.4.1 of the OPSCR Rules and Regulations results in a waiver of any claim regarding the terms of the solicitation.

SECTION 3
Contact and Questions/Requests for Clarification

3.1 Bidding vendors must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the questions and requests for clarifications, vendors shall submit any such question via email by the deadline reflected in Section 2. All questions and requests for clarifications must be directed by email to:

Teselyn Funches, Bid Coordinator
E-mail: osss@dfa.ms.gov

3.2 Vendors should enter “IFB RFx Number 3160007342 - Questions” as the subject of the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

	IFB Section, Page Number	Vendor Question/Request for Clarification
1.		

3.3 Official responses will be provided only for questions submitted as described above and only to clarify information already included in the IFB. The identity of the organization submitting the question(s) will not be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website and MEMA’s website as an amendment to the IFB by the date and time reflected in Section 2.

3.4 MEMA will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person as an IFB amendment. Vendors are cautioned that any statements made by MEMA personnel that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

3.5 All vendor communications regarding this IFB must be directed to the Bid Coordinator. Unauthorized contact regarding the IFB with other MEMA employees may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the State.

3.6 Acknowledgement of Amendments: Bidders shall acknowledge receipt of any amendment to the IFB in writing. The acknowledgement shall be submitted by signing and returning the amendment with the bid package or by letter or email submission. Each bidder shall submit a written acknowledgement of every amendment to MEMA on or before the submission deadline. It is the bidder’s sole responsibility to monitor the websites for any updates or amendments to the IFB.

3.7 Bidder must provide a signed Acknowledgment(s) of IFB Amendment(s), Questions and Answer document(s), and/or Summary of Site Visit if any were issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and MEMA's website.

3.8 The IFB is comprised of the base IFB document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before the contract award.

SECTION 4 Scope of Work

The winning vendor (“contractor”) shall provide in a timely and satisfactory manner all services and otherwise do all things necessary for or incidental to the performance of work as set forth below:

4.1 Deliverables

4.1.1 Detailed Minimum Specifications

The District 5 Hazard Mitigation Plan, per FEMA planning regulations, is required to be UPDATED every five years. The plan addresses mitigation of multiple natural hazards, including flood, severe storms, hurricane, urban/wildfire, tornado, drought, winter weather, dam failure, water supply/system failures, earthquake hazards, expansive soils, and climate change. A contractor will be hired to update the plan with the assistance of the Mitigation Council. The District 5 Regional Hazard Mitigation plan update will include the following jurisdictions: Claiborne County, Port Gibson, Hinds County, Bolton, Edwards, Learned, Raymond, Utica, Issaquena County, Mayersville, Sharkey County, Anguilla, Cary, Rolling Fork, Simpson County, Braxton, D’Lo, Magee, Mendenhall, Canton, Crystal Springs, Madison, and Puckett.

Staffing Needs/Vendor Requirements: One contractor will be hired to UPDATE the District 5 Regional Hazard Mitigation Plan with the assistance of the Mitigation Council.

1. PLANNING PROCESS

a) The Contractor with assistance of the District 5 Hazard Mitigation Council will document the hazard mitigation planning update process, including but not limited to:

- How the plan was prepared and updated
- How the public was involved (i.e. workshops, community outreach)

b) The Contractor with the Mitigation Council’s assistance will perform the following:

- Hold public hearings, meetings, and/or workshops during the plan update time frame. A minimum of four (4) meetings must be conducted.
- Solicit input from citizens and professionals with knowledge of applicable hazards.

- Solicit input regarding the feasibility of potential mitigation measures for each hazard and the prioritization of mitigation projects.
- Review the final draft of the updated plan and the goals and proposed mitigation projects.
- Be involved in the implementation and updating of the goals and proposed mitigation projects.

c) Organize Resources and Meeting schedules.

d) Update Pre-Planning Activities and Analysis.

2. RISK ASSESSMENT (HAZARD IDENTIFICATION AND VULNERABILITY)

The purpose of this section is to provide a basis for the hazard mitigation plan update that should include the following:

a) **Hazard Identification:** The Contractor will update any descriptions and prioritization of the natural hazards that have occurred within the Region. The risk assessment section will assess each of the Region's risks. The natural hazards categories, include but are not limited to:

- Flood-Related Hazards (river flooding, coastal flooding, erosion, dam failures as the result of coastal storms, winter storms and hurricanes) that include, at a minimum, flood hazard areas as defined by FEMA in the Flood Insurance Rate Maps (FIRMs) for the jurisdiction as well as local historical data and using data from the Repetitive Flood Loss Plan to identify and locate repetitive flood loss properties.
- Wind-Related Hazards (hurricanes, coastal storms, winter storms, tornadoes) based on information provided by the National Weather Service and/or best available data.
- Fire-Related Hazards (drought, wildfires) based on local historical data, the National Weather Service, and/or other applicable plans/sources.
- Geologic Hazards (earthquakes, landslides, sink holes) based on local historical information, and/or other applicable plans/sources.
- Climate Change – changes in average weather conditions that persist over multiple decades or longer. There must be at least a discussion that climate change expectations were considered estimating probability, type, location, and extent of identified hazards.
- Other Hazards not listed above as determined by local history and experience. Consideration may also be given to man-made hazards (i.e. chemical spills and/or fires).

b) **Hazard Mapping:** Using GIS technology and the best available existing data, the Contractor will update any base maps of the areas affected by multiple natural hazards. In conjunction with mapping, the Contractor will update any comprehensive inventory (database) for use in developing map data layers, of the following items relative to the multiple hazard area:

i) Critical facilities, including, but not limited to the following:

- a) emergency operations center, police/fire stations
- b) hospitals and emergency shelters

- c) water and wastewater treatment plants and associated pumping stations
 - d) power generation, transmission, and delivery facilities.
 - e) special population centers, such as day-care facilities, nursing homes/elderly housing, correctional facilities
 - f) hazardous material facilities
 - g) evacuation routes
 - ii) All repetitive flood loss and substantial damage structures, as defined by FEMA, if applicable.
 - iii) Maps that depict the location of structures, land use, and population.
 - iv) Structures will be delineated by use (e.g. residential, commercial, industrial, institutional, other)
- c) **Vulnerability Assessment**: The Contractor, based on the previous information, will provide an update of any new developments and an overview of the areas in the region, that are vulnerable to specific hazards. This vulnerability assessment, if possible, will include:
- Types and numbers of buildings, infrastructure, and critical facilities located in the identified hazard areas.
 - All existing multiple hazard protection measures within the jurisdiction, including protective measures under the National Flood Insurance Program (NFIP).
 - A description of each measure and the method of enforcement and/or the point of contact responsible for implementation of each measure.
 - Historical performance of each measure and a description of improvements or changes needed.
 - General description of land uses and development trends to incorporate future land use decisions.

3. MULTIPLE HAZARD MITIGATION STRATEGY

The Contractor will update any new mitigation strategies specific to each community's exposure and impacts by identified natural hazards. The strategies shall include:

- i) A list of mitigation goal statements that focus on reducing the risks from the identified natural hazards. The goal development and project prioritization will be conducted by the Hazard Mitigation Council (HMC) and Contractor.
- ii) A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard with particular emphasis on new and existing buildings and infrastructure. This section will include a list of prioritized hazard mitigation projects that best meet the region's needs for multiple hazard damage reduction.
 - a. These projects may be non-structural (e.g.: planning, regulatory measures, property acquisition, retrofitting, elevation) or structural (e.g.: seawalls, dams, dikes) solutions.

b. At a minimum, this list of prioritized projects will be based on a process that results in identification of cost-effective hazard mitigation projects with public input, including:

i) An analysis of proposed mitigation projects focused on several key areas, including but not limited to economic (including benefits and cost), engineering, technical, legal, environmental, social, and political feasibility. Selected options will best fit the community's needs and meet most or all aspects of the feasibility analysis.

ii. Coordination with relevant Federal and State agencies for input and technical assistance.

4. HAZARD MITIGATION PLAN MAINTENANCE PROCESS UPDATES NEEDED

- a) **Monitoring, Evaluating and Updating:** The Regional HMC and Contractor will be responsible for ensuring that the plan is monitored, evaluated yearly, and updated every five years.
- b) **Incorporation into Existing Planning Mechanisms:** The Regional HMC and Contractor will assist the communities in the implementation and incorporation of the plans' goals into other local planning processes, such as a Comprehensive Plan, local plans or other local by-laws and ordinances.
- c) **Continued Public Involvement:** The Region and Contractor will work with the communities for continued public involvement.

5. HAZARD MITIGATION PLAN ADOPTION AND APPROVAL UPDATES NEEDED

- a) **Local Jurisdiction Adoption:** The District 5 Hazard Mitigation Council and the Contractor will work with the local governments for the adoption of the plan update as required by FEMA regulations.
- b) **Plan Approval:** The adopted plan will be submitted to the Federal Emergency Management Agency on or before the termination date for review and approval.

6. FEMA REVIEW:

Once the local governments (towns, cities, boards of supervisors) and MEMA have reviewed the plan update, it will be sent to FEMA for final review. Once FEMA has reviewed and approved the District 5 Regional Hazard Mitigation Plan, the review will be incorporated into the plan. The Contractor will assist with the adoption and distribution of the District 5 Regional Plan.

7. SUBMIT FINAL UPDATED, ADOPTED REGIONAL PLAN TO FEMA.

Until each local Government formally adopts the District 5 Regional Hazard Mitigation Plan it is not approved. The plan will remain approvable pending adoption.

SECTION 5 Basis for Award

- 5.1** Only objectively measurable criteria set forth in the IFB shall be applied in the bid evaluation. Criteria not set forth in the IFB may not be used to evaluate the bid. Contract(s) may only be awarded to the lowest responsive and responsible bidder(s). In order to determine which bidder is the lowest responsive and responsible bidder, the Agency shall evaluate: (1) whether each bidder was responsive and provided all required information in the format required by the IFB; (2) whether each bidder is responsible and objectively meets the minimum qualifications or other criteria listed in the IFB required to determine whether the bidder has the skills, experience, and/or qualifications to successfully provide the services; and (3) which of the responsive and responsible bidders submitted the lowest overall price.
- 5.2 MINOR INFORMALITIES AND IRREGULARITIES** MEMA has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured and if do so does not create an unfair advantage for any bidder. If insufficient information is submitted by a bidder for MEMA to properly evaluate the bid, MEMA has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any bidder.
- 5.3** All bids that are determined to be responsive, responsible, and/or acceptable will continue on to the price bid or cost evaluation.
- 5.4** MEMA intends to award one contract to provide the services described in this IFB to the lowest responsible and responsive bidder.

Section 6 Minimum Bidder Qualifications

To win the bid and be awarded the contract, the vendor must have:

- 6.1 Prior Experience:** Vendor must have been in business and provided services similar in requirements and scale to those described in this IFB for a minimum of 5 years.

- 6.2 Required Certification, Accreditation, and/or Licenses:** Provide a brief paragraph describing the abilities, qualifications, certifications and experience for each person who will be assigned to provide the required services for this project.
- 6.3** A minimum score of six (6) on the Reference Score Sheet (Attachment D) from reference interviews by agency staff with two (2) bidder references (for a total minimum scoring requirement of twelve (12) points), as well as all other requirements of this IFB.
- 6.5** The bidder 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 bidder may also be required to give a past history and references in order to satisfy the agency in regard to the bidder's qualifications. MEMA may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the agency all information for this purpose that may be requested. MEMA reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the agency that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:
1. the ability, capacity, skill, and financial resources to perform the work or provide the service required;
 2. the ability of the bidder 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 bidder; and,
 4. the quality of performance of previous contracts or services.

Section 7 Duration

The estimated period of performance for this contract may begin upon the execution of the contract by both parties and end one year from contract execution. At the discretion of MEMA, this contract may be amended and renewed for three (3) periods of twelve (12) months each under the same or amended terms and conditions as the original contract.

Section 8 Bid Submission Requirements

8.1 Submission Format

8.1.1 Bid Cover Sheet (Attachment A)

8.1.3 Bid Form (Attachment B) - all pricing must be submitted on the bid form. Failure to complete and/or sign the bid form may result in the bidder being determined nonresponsive.

8.1.4 References (Attachment C) - each bidder must furnish a listing of **at least** three (3) trade references along with the contact person, address, and phone number for each. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. MEMA staff will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. MEMA staff will not track down references. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. **Agency staff must be able to reach two (2) references for a bidder within two (2) business days of bid opening or within 48 hours of initial contact to be considered responsive. Further, the bidder must score a minimum of six (6) points on each Reference Score Sheet which will be used by MEMA staff when interviewing the two (2) references (for a total minimum scoring requirement of twelve (12) points) to be considered responsive and/or responsible.** (See and Attachments C and D.) Only bidders who are found responsive and responsible will have their bids considered for the award. Bidder may submit as many references as desired. MEMA staff will begin contacting references at the top of the list and will continue down the list until they have completed Reference Score Sheets for two (2) references. After two (2) score sheets are completed, the reference check process will end.

8.2 Submission Requirements

8.2.1 Bidder must submit:

- A. A signed original bid package, along with
- B. Three (3) copy(ies) of the signed original bid package, in a sealed envelope or package, and
- C. An electronic copy of the signed bid package emailed to OSSS@dfa.ms.gov. Files shall not be password protected, shall be in .PDF format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel. Where there is a discrepancy between the electronic copy and the paper copy, the paper copy will control.

8.2.2 The bid is deemed received at the date and time the paper bid (sealed envelope or package) is received at DFA by the Bid Coordinator. The sealed envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bids (1:00 PM CST, June 12, 2025; IFB Number 3160007342) and identify the bidder (company name) in the return address. Bids are subject to rejection unless submitted with the information included on the outside the sealed bid envelope or package.

8.2.3 Sealed bids should be mailed or hand-delivered to and labeled as follows:

IFB for District 5 Hazard Mitigation Plan Update
IFB RFX Number 3160007342
Bid Due Date: 1:00 PM CST, June 12, 2025
Mississippi Department of Finance and Administration
Attention: Teselyn Funches, Bid Coordinator
501 North West Street, Suite 1301 C **OR** Post Office Box 267 (Suite 1301 C)
Jackson, Mississippi 39201 Jackson, Mississippi 39205
SEALED BID – DO NOT OPEN SEALED BID – DO NOT OPEN

8.2.4 All bid packages must be received by OSSS no later than 1:00 PM CST, June 12, 2025. Bids submitted via facsimile (fax) machine **will not** be accepted. It is suggested that if a bid is mailed to OSSS, it should be posted in certified mail with a return receipt requested. OSSS will not be responsible for mail delays or lost mail. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely on the vendor. All vendors are urged to take the possibility of delay into account when submitting a bid.

8.2.5 Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time will be rejected and maintained unopened in the procurement file. A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it has been determined by OSSS that the late receipt was due solely to mishandling by OSSS after receipt at the specified address.

8.2.6 The time and date of receipt will be indicated on the sealed bid envelope or package by OSSS staff. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

8.2.7 Each page of the bid form and all attachments shall be identified with the name of the bidder.

- 8.2.8** Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. **Modifications or additions to any portion of the bid document may be cause for rejection of the bid.** MEMA reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive.
- 8.2.9** A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. MEMA reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the agency of non-responsiveness based on the submission of nonconforming terms and conditions.
- 8.2.10** As a precondition to bid acceptance, the agency may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

Section 9 Bidder Certification

The bidder agrees that the submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

Section 10 Debarment

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

Section 11 Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by MEMA that it has been selected for contract award.

Section 12
Insurance, Bonds, or Other Sureties

12.1 The successful bidder shall, at its own expense, obtain and maintain insurance, bond, or other surety which shall include the following types and coverage limits:

12.1.1 Insurance Contractor represents that it will maintain workers' compensation insurance in compliance with Mississippi law which shall insure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability insurance or professional liability insurance with minimum limits of \$1,000,000.00 per occurrence. All general liability and professional liability insurance will provide coverage to MEMA as an additional insured. MEMA reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

12.2 Additionally:

12.2.1 In no event shall the requirement for an insurance certificate or bond be waived.

12.2.2 All insurance policies will list the State of Mississippi as an additional insured.

12.2.3 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

12.2.4 Contractor shall submit to MEMA within 10 days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the 10-day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.

12.2.5 Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.

12.2.6 Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work

commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.

- 12.2.7** Contractor shall submit renewal certificates as appropriate during the term of the contract.
- 12.2.8** Contractor shall instruct the insurers to provide MEMA 30 days advance notice of any insurance cancellation.
- 12.2.9** Contractor shall ensure that should any of the above-described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.
- 12.2.10** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to MEMA. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of this contract by MEMA.

Section 13 Bid Opening

Bid opening will not be open to the public; however, this will include opening, reading, and listing the name of each bidder and the bid price of each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

Section 14 Award Notification

The award for this procurement will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency website at <http://www.msema.org>. Bidders will be notified via e-mail of the awards. Additionally, a letter will be sent to all bidders.

Section 15 Procurement Methodology

15.1 Restrictions on Communications with Agency and Agency Staff

At no time shall any bidder or its personnel contact, or attempt to contact, any MEMA staff regarding this IFB except the contact person as set forth and in the manner prescribed in Section 3.

15.2 Expenses Incurred in the Procurement Process

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

15.3 Independent Price Determination

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor, for the purpose of restricting competition.

The prices quoted shall be inclusive of all associated costs outlined in Attachment B. All pricing should include all associated costs with no additional or hidden fees.

15.4 Cancellation of Solicitation or Rejection of Individual Bids

At the Agency's sole discretion, an IFB may be canceled, all bids may be rejected, or individual bids may be rejected when the Agency determines that it is in the Agency's best interest to do so. A memorandum stating the reasons for the cancellation or rejection shall be made part of the Agency Procurement File.

The solicitation process requires expenditure of time and resources for both public Agencies and private businesses. Accordingly, solicitations should only be issued when there is a valid procurement need unless the solicitation states that it is for informational purposes only. However, nothing in the Section shall be construed as conferring any grievance right on any party when an Agency chooses to cancel a solicitation.

15.4.1 Notice of Cancellation of IFB When an IFB is canceled, a Notice of Cancellation shall be prepared. The Notice shall identify the solicitation being canceled and provide any information the Agency deems appropriate. The Notice of Cancellation shall: (1) be posted publicly on the Agency website; (2) be posted publicly on the procurement portal; **and** (3) be distributed to all potential offerors known to have received a copy of the IFB. A memorandum containing the reason for the cancellation shall be made part of the Agency Procurement File.

15.4.2 Rejection of Individual Bids Reasons for rejecting individual bids include but are not limited to:

- the bid was non-responsive to the solicitation;
- the bidder is deemed non-responsive;
- the Agency – in its sole discretion – determined the proposed price is unreasonable even if it was the lowest responsive and responsible bid;

- lack of competitiveness by reason of collusion or knowledge that reasonably available competition did not occur.

15.4.3 Disposition of Bids Where bids are individually rejected, or the solicitation is canceled after bids are received, the Agency shall have the sole discretion to determine whether to return bids to the bidder or retain the bids in the Agency Procurement File. If the Agency chooses to return the bids to the bidders, the Agency shall ensure enough information is retained in the Agency Procurement File to support the decision to reject the bid.

15.5 Withdrawal of Bids

A bidder may withdraw a bid at any time by written notice to the Agency or the official designated in Section 1.1 of the IFB. If any such withdrawal occurs by the successful bidder(s) after the bid opening and/or issuance of the Notice of Intent to Award, the Agency may cancel the solicitation or proceed with award of a contract as if the withdrawn bid had not been submitted.

15.6 Confirmation of Bid

When MEMA knows or has reason to conclude that a mistake has been made, it may request the bidder to confirm the bid. Situations in which confirmation may be requested include obvious, apparent errors on the face of the bid or a bid which is unreasonably lower than the other bids submitted. If the bidder alleges a mistake, the bid shall be considered withdrawn unless correction meets the definition of a minor informality. The Agency shall have the sole discretion as to whether confirmation of a bid is warranted, but the Agency shall exercise that discretion in a manner that is fair to all bidders.

The agency will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Vendor Debriefing, as well as the information that may be provided and excluded, please see Section 7-113 through 7-113.07, Post-Award Vendor Debriefing, of the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB.

Section 16 Agreement

The bidder understands and agrees that any contract entered into with MEMA pursuant to this IFB shall only be the contract provided by MEMA. MEMA will not accept agreements submitted by the bidder. Should MEMA and the winning bidder fail to enter into a contract, or MEMA ceases doing business with any Contractor selected through this IFB process, for any reason, MEMA reserves the right to contract with the next lowest priced Bidder.

Section 17
Contract Rights

Contract rights do not vest in any party until a contract is legally executed. MEMA is under no obligation to award a contract following issuance of this solicitation.

Section 18
Property Rights

Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. MEMA is under no obligation to award a contract and may terminate a legally executed contract at any time.

Section 19
Agency Website

This IFB, questions and answers concerning this IFB, and the Notice of Intent to Award will be posted on the agency website at <http://www.msema.org> and on the Mississippi Contract/Procurement Opportunity Search Portal website.

Section 20
Attachments

The attachments to this IFB are made a part of this IFB as if copied herein in words and figures.

Attachment A

BID COVER SHEET

Bids must be submitted as listed below on or before 1:00 PM CST, June 12, 2025.

PLEASE MARK YOUR ENVELOPE:

IFB for District 5 Hazard Mitigation Plan Update
IFB RFX Number 3160007342
Opening Date: 1:00 PM CST, June 12, 2025
Mississippi Department of Finance and Administration
Attention: Teselyn Funches, Bid Coordinator
501 North West Street, Suite 1301 C **OR** Post Office Box 2067 (Suite 1301 C)
Jackson, Mississippi 39201 Jackson, Mississippi 39205
SEALED BID – DO NOT OPEN SEALED BID – DO NOT OPEN

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

E-Mail Address: _____

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB: _____

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? _____

How many years has the firm been in business of performing the services called for in this IFB?

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. _____

If your company is not physically located within the vicinity, how will you supply the necessary equipment and personnel to complete a hazard mitigation plan update for MEMA?

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. _____

Is your company licensed and/or certified to update a hazard mitigation plan as required by any and all applicable Federal and State law(s)? _____

List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. _____

For how many customers has your company provided hazard mitigation plan updates or related work in the past five years?

What is the largest customer your company has provided hazard mitigation plan updates or related work for in the past five years?

Describe any specific services that your company offers along with any specialized experience, certification, and/or education of your current staff. _____

_____.

Attachment B

BID FORM

Company	Contact Person	Telephone Number

The maximum contract price for the update of District 5 Hazard Mitigation Plans shall be all inclusive. The “all-inclusive” price shall include all associated costs with no additional or hidden fees. **Bidder shall also submit a Cost Analysis and Breakdown Sheet** detailing all professional fees and expenses in a manner that supports the total maximum contract price submitted. **The contract award will be based solely on the maximum contract price submitted below. The Cost Analysis and Breakdown Sheet will be considered Attachment A with the contract.**

The awarded Contractor will be required to submit detailed invoices describing services completed for the invoice period. Payment will be made in arrears (after the services have been provided) at the amount, and interval (i.e., monthly, quarterly, etc.) as agreed upon by the awarded contractor and MEMA prior to submission to PPRB for contract approval. At no time shall the contract exceed the Maximum Contract Price per year listed below.

Total all-inclusive Maximum Contract Price: \$ _____/YEAR

**Bidder must submit a price per year. The initial contract term will be one year. MEMA, at its sole discretion, may amend this contract and renew it for three (3) periods of twelve (12) months each under the same or amended terms and conditions as the original contract. **

By signing below, the company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the required contract clauses (Attachment E);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;

6. The Contractor represents that its workers are licensed, certified, and possess the requisite credentials to construct the fencing; and,
7. **NON-DEBARMENT:** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **INDEPENDENT PRICE DETERMINATION:** By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other [bidder, offeror] or competitor for the purpose of restricting competition.
9. **OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES:** By responding to the solicitation the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.
10. **REPRESENTATION REGARDING GRATUITIES:** Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MEMA a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MEMA has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
11. **Release if Bid as Public Record.** Bidder shall acknowledge which of the following statements is applicable regarding release of its bid as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

___ Along with a complete copy of its bid, bidder has submitted a second copy of the bid in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if MEMA or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Miss.

Code Ann. §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that MEMA may release the redacted copy of the bid at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

____ Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by MEMA at any time without notice to bidder. The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Miss. Code Ann. §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. *Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Miss. Code Ann. § 25-61-9(1)(a).* A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Company Name: _____

Printed Name of Representative: _____

Date: _____

Signature: _____

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Attachment C

REFERENCES

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in the order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. Agency staff must be able to contact two references within two (2) business days of bid opening or 48 hours of initial contact.

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 3

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 4

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 5

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

Attachment D

References Score Sheet

IFB 3160007342

IFB for District 5 Hazard Mitigation Plan Update

TO BE COMPLETED BY MEMA STAFF ONLY

Company Name:

Reference Name:

Person Contacted, Title/Position:

Date/Time Contacted:

Service From/To Dates:

Able to provide hazard mitigation plan update services when you called?	Yes	No
Satisfied with the services provided and final product? If no, please explain.	Yes	No
Vendor easy to work with in scheduling services?	Yes	No
Was the project completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Bidder must have a minimum of 6 “yes” answers on the questions above from two references (total of 12 “yes” answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest in the vendor’s organization? If yes, please explain.	Yes	No
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A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

Called by: _____
Name, Title

Date

Signature

Attachment E

Required Contract Clauses

1. Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

2. Approval

It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR"), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

3. Availability of Funds

It is expressly understood and agreed that the obligation of MEMA to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MEMA shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost of expense to MEMA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

4. Certification of Independent Price Determination

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.

5. Compliance with Equal Opportunity in Employment Policy

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, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

6. Compliance with Laws

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

7. 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 "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*

8. E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of MEMA subject to approval by any agencies of the United State Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*; (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; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

9. Contractor's Representation Regarding Contingent Fees

By executing the contract the contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

10. Paymode

Payments by MEMA using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. MEMA may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

11. Procurement Regulations

This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

12. Representation Regarding Gratuities

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MEMA a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MEMA has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

13. Required Public Records and Transparency

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that MEMA and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*

14. Stop Work Order

MEMA may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by MEMA. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take reasonable steps to minimize any further cost to MEMA. Upon execution of the stop work order, unless MEMA has terminated that part of the agreement or terminated the agreement in its entirety. MEMA is not liable for payment for services which were not rendered due to the stop work order.

15. Termination

Termination for Convenience. MEMA may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. MEMA shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If MEMA gives the Contractor a notice that the personal or Professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, MEMA may terminate the contract for default and the Contractor will be liable for the additional costs to MEMA to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.