

INVITATION FOR BID

IFB RFx Number: 3160007351

Perimeter Fence Construction

Issued: May 1, 2025



CLOSING TIME AND DATE

Bids must be received by:
June 18, 2025, 1:00 PM CST

CLOSING LOCATION

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

BID COORDINATOR

Sallie Sones, Contract Officer

Telephone: (601) 933-6381

E-mail: ssones@mema.ms.gov

SECTION 1

1.1 Purpose

The Mississippi Emergency Management Agency (hereinafter “MEMA”) has issued this solicitation for the purpose of soliciting sealed bids from qualified providers to construct a perimeter fence at the State Emergency Logistics Operations Center (“SELOC”) in Byram, Mississippi. 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 written request to Sallie Sones, MEMA, #1 MEMA Drive, Pearl, MS 39208, or by email to ssones@mema.ms.gov.

SECTION 2

2.1 Timeline

Invitation to Bid (IFB) Issue Date:	May 1 , 2025
Solicitation Questions Due:	May 22, 2025, 3:00 PM CST
Mandatory Site Visit	May 22, 2025, 1:00 PM CST
MEMA Publish Q&A Deadline:	May 29, 2025, 11:00 AM CST
Bid Package Opening:	June 18, 2025, 1:00 PM CST
Notice of Intent to Award:	June 25, 2025, 10:00 AM CST

SECTION 3

Contact and Questions/Requests for Clarification

3.1 Questions regarding this solicitation and all forms should be directed to the Agency contact as shown below. Should a Bidder find discrepancies in, or omissions from, the procurement documents, or be in doubt as to their meaning, the Bidder should immediately notify the Agency contact. The Agency contact will send written instruction(s) or interpretation(s) to all known holders of the documents. The Agency will not be responsible for any oral instruction or interpretation. Vendors should enter “IFB RFx Number 3160007351 - Questions as the subject of the email.

Sallie Sones, Contracts Officer
E-mail: ssones@mema.ms.gov

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.

3.2 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 Mandatory Site Visit: A mandatory site visit will be held at 1:00 PM CST on May 22, 2025, at the address provided in section 4.1 of this IFB. All interested parties are required to attend. The purpose of the site visit is to allow potential bidding vendors to perform their required measurements for the fence during this site visit. Because MEMA considers the visit to be critical to understanding the scope of work, attendance is mandatory in order for a vendor to qualify as a bidder.

Should the date and time of the mandatory site visit have to be changed due to an activation of MEMA or Force Majeure, an amendment will be made to this IFB in the same manner as all other amendments.

3.6 Bidder Investigations: Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by MEMA upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

3.7 Conditions of Work: Each Bidder must fully inform himself of all conditions relating to the construction of the Project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of obligations to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Bidder must employ methods, or means, which will not cause interruption of, or interference with, the work of any other Bidder, or Contractor.

3.8 Examination of Site: All Bidders, including the general Contractor and Subcontractors, shall visit the building site, compare the drawings and detailed minimum specifications with any work in place and be informed of all conditions. Failure to visit the site will in no way relieve the successful Bidder from furnishing any materials or performing any work required to complete work in accordance with drawings and solicitation without additional cost to the Agency.

3.9 Laws and regulations: The Bidder’s attention is directed to the fact that all applicable Mississippi state laws, rules and regulations of all authorities having jurisdiction over construction of the Project apply to the Contract.

3.10 Obligation of Bidder: At the bid opening, each Bidder will be presumed to have inspected the site, read and become thoroughly familiar with drawings and the solicitation, including all addenda.

3.11 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.

3.10.1 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.

3.10.2 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

Install 650 (+/-) linear feet of 6-foot height metal fence equivalent to Centurion Spartan Ornamental Iron Fence shown in Attachment A. The commercial ornamental metal fence across the front of the property connects to the Duro-last fence as well as the SELOC warehouse corner. Included will be (2) 28-foot cantilever slide gates or equivalent, (1) 30-foot cantilever slide gate, and (1) 3-foot personnel gate. Install (2) gate automation as follows: equivalent to a MAX 2200 Slide operator with mount fire Box, (2) photo eyes for safety (opening and rear of gate), saw cut loops, and detectors (safety and free exit).

Access Control and power will not be part of the project.

The site for this project is the SELOC located at 1055 Mendell Davis Drive, Byram, MS. The location is on State property and all restrictions and regulations related to state property are applicable.

4.2 Operational Requirements

4.2.1 Contractor Liability for Personal Injury and/or Property Damage. The contractor assumes responsibility for all damage or injury to person(s) or property associated with the use, maintenance, and operation of the contractor's vehicles and other equipment, the actions of the contractor, and the contractor's employees and agents. MEMA shall in no event be liable or responsible for damage or injury to any person(s) or property associated with the use, maintenance, or operation of any vehicle or other equipment, MEMA shall further never be liable or responsible for the actions of the contractor or the contractor's employees and agents in performing under this contract. The State of Mississippi shall be indemnified and saved harmless against claims for damage or injury in such cases.

4.2.2 Safety. The contractor shall comply with all federal, state, and local authorities having jurisdiction and with safety and fire regulations promulgated by the Department of Labor (OSHA) under Title 29, Section 1910 of the Code of Federal Regulations. The contractor is solely responsible for compliance and cost of compliance with federal, state, and local laws and regulations pertaining to environmental protection, occupational health, and safety, transportation, storage, and disposal of hazardous materials and waste.

In the event the contractor violates Environmental Protection Agency (EPA) or Occupational Safety and Health Administration (OSHA) regulations, the contractor shall be held responsible and shall hold the State of Mississippi harmless from any and all administrative and financial involvement. The contractor shall perform and is responsible for all necessary cleanup and treatment costs.

4.2.3 Permits and Licenses. Per Bureau of Building, Grounds, and Real Property Management Manual, Section 400.2 Permits and Local Authorities, local building permits are not required. However, the Contractor will be required to contact 811 to have all utilities marked prior to beginning the project. The Contractor must provide a Certificate of Responsibility with the proposal form submission to be considered for an award. (Section 6 *Bidder Qualifications* and Section 8.1.7 *Bidder Identification*) Please refer to Section 6 *Bidder Qualifications* for all out of state Contractors as this documentation must be provided with the proposal form submission to be considered for an award.

4.2.4 Quality Assurance: MEMA's Chief Logistics Officer, or his designated assignee, will monitor the project's progress and ensure that the contractor is meeting all of its obligations under this contract.

4.3 In addition to the duties and deliverables specified within Section 4.2, Contractor shall make the following assurances and adhere to the following regulations:

- 4.3.1** Assign a Contractor Account Representative to work directly with the MEMA Representative.
- 4.3.2** Ensure all Contractor personnel are well-groomed and in uniform or have visible identification at all times. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms with visible company logo appropriately and easily identifiable. Due to the high volume of traffic, all Contractor personnel must wear high visibility clothing since the project is close to the road. Contractor identification badges as well as personal identification of the individual employee shall be worn and clearly visible while on state property. Contractor personnel may be required to provide photographic identification for inspection upon entering state facilities.
- 4.3.3** All state facilities are non-smoking; the contractor and its personnel must adhere to this requirement. The use of tobacco products, including vaping, is prohibited, except within designated smoking areas.
- 4.3.4** It is illegal to have in one's possession or be under the influence of any illegal drug or alcoholic beverage while on state property.
- 4.3.5** The contractor's employees should refrain from using foul, abusive, or profane language on state property.
- 4.3.6** MEMA reserves the right to inspect and search all Contractor personnel and/or vehicles at any time while on facility grounds.
- 4.3.7** The contractor shall be responsible for all damages and shall be held responsible for replacing or repairing any damage due to negligence on the part of the Contractor or Contractor personnel to any person(s) and/or property. The Contractor shall replace and repair any damage to any building or property, including but not limited to the replacement of any cracked or broken concrete (sidewalks, curbs, etc.) caused by on-site activities. MEMA may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property.
- 4.3.8** At all times, the Contractor and its personnel shall exercise precautions for the protection of persons (including employees) and property. The Contractor shall make such investigations to enable them to fully understand the facilities, difficulties, and restrictions attending the execution of the work on-site. At all times, the project shall

be properly supervised and adequately manned by an experienced crew of appropriate size. All work shall be accomplished by skilled workers familiar with and trained to do this type of work. Workers shall be qualified to operate and/or use the equipment necessary to accomplish this work. The Contractor shall be responsible for the supervision and direction of the work performed by its personnel. The Contractor shall be responsible for instructing its personnel in all safety measures. All equipment used by the Contractor shall be maintained in safe operating condition at all times and be free from defects or wear that may in any way constitute a hazard to any person or persons on state property. All incidents involving MEMA property or personnel shall be reported to the designated agency contact immediately upon occurrence.

4.3.9 The Contractor shall abide by all State and/or MEMA policies, procedures, ordinances, and/or laws pertaining to MEMA's operation at all times, including but not limited to the items listed above. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.

4.3.10 The Contractor shall perform all services provided in the contract between the Contractor and the MEMA in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detailed specifications or the omission of detailed descriptions shall be recognized as meaning that only the best commercial practices are to prevail and that only first-quality materials and workmanship are to be used.

4.4 Contractor shall also:

4.4.1 Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal, and local laws such as social security and withholding taxes for their business and employees

4.4.2 Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required for their business and employees

4.4.3 Perform a background check and/or drug screening prior to placement if requested by MEMA and verify and/or provide the results; and,

4.4.4 Replace immediately, at no additional expense to MEMA, any employee not performing satisfactorily.

4.4.5 Maintain sufficient worker's compensation insurance to cover all potential injuries sustained by its employees. All injuries to the Contractor's personnel are the sole responsibility of the contractor.

4.5 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.

4.6 Expenses Incurred in Preparing Bid: MEMA accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

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 All bids that are determined to be responsive, responsible, and/or acceptable will continue on to the 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 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 Certificate of Responsibility: The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a contract for public work, Sections 31-3-15 and 31-3-21 of the **Mississippi Code of 1972, Annotated** requires a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.

6.4 Budget:

- A. Bids in excess of \$100,000 will be considered non-responsive and will not be evaluated.
- B. **Bid Under \$50,000:** If a Bidder submits a bid not exceeding \$50,000, no Certificate of Responsibility number is required; however, a notation stating the *bid does not exceed \$50,000* shall appear on the face of the envelope, or a Certificate of Responsibility number.
- C. **Bid Over \$50,000:** Each Bidder submitting a bid in excess of \$50,000 shall show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.
- D. **Joint Venture Bid:** When multiple Contractors submit a *joint venture* bid in excess of \$50,000, a joint venture Certificate of Responsibility number shall be shown on the bid and on the face of the envelope containing the bid. If the Multiple-Contractor joint venture has no *joint venture* Certificate of Responsibility number, each of the Contractors participating in the bid shall indicate their individual Certificate of Responsibility numbers on the bid and on the face of the envelope.

6.5 Non-Resident Bidder: When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public works project, one of the following is required and shall be submitted with the Proposal Form: (Code 31-3-21(3))

- A. **Copy of Law:** If the non-resident Bidder's state has a resident Bidder preference law, a copy of that CURRENT law shall be submitted with the Proposal Form.
- B. **Statement:** If the state has no such law then a statement indicating *the State of (Name of State) has no resident Contractor preference law* shall be submitted with the Proposal Form.

6.6 Disqualification of Bidder: A Bidder may be disqualified for any of the following reasons:

- A. Failure to comply with the bid requirements.
- B. Bidder is in arrears on existing contracts with the Bureau of Building, Grounds and Real Property Management or another state agency, university, community college, or junior college.
- C. Bidder is involved in an ongoing dispute related to the Bidder's execution, workmanship,

or timely performance of a previous contract with the Bureau of Building, Grounds and Real Property Management or another state agency, university, community college, or junior college.

D. Bidder has defaulted on a previous contract with the Bureau of Building, Grounds and Real Property Management or another state agency, university, community college, or junior college.

6.7 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 specified time, 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 of any contract resulting from this IFB is tentatively scheduled to begin on or about one month after the execution of the contract by both parties and to end one year from contract execution. MEMA reserves the right to renew or extend the contract in 3-month periods, at the sole discretion of MEMA until the work is completed to MEMA's satisfaction.

SECTION 8

Proposal Form Submission

8.1 Proposal Form

8.1.1 Method of Bidding: Lump sum, single bids received on a general contract will include the general construction and all the work shown on the drawings or specified in the solicitation.

8.1.2 Proposal Forms: The Bidder shall make all proposals on forms provided and shall fill all applicable blank spaces without interlineations or alteration and must not contain recapitulation of the work to be done. No oral or telegraphic proposals will be considered.

8.1.3 Time of Completion: The Bidder shall agree to commence work on, or before, a date specified in a written *Notice to Proceed* and fully complete the project within the calendar days indicated on the proposal form.

8.1.4 Base Bid and Alternates:

A. On the Proposal Form, the Bidder shall write out the Base Bid amount in words and include the numerical amount. The written word shall govern.

B. The Proposal Form shall contain a brief description of each alternate modifying the scope. The Bidder shall write out the amount in words and include the numerical amount for each alternate. The written word shall govern.

8.1.5 Substitutions: No substitutions, qualifications or redefining of the Specification requirements are allowed to be marked on the Proposal Form, unless specifically required by the Bid Documents.

8.1.6 Addenda: Any addenda to the drawings or the solicitation issued before or during the time of bidding shall be included in the proposal and become a part of the contract. The proposal form will have ample space to indicate the receipt of addenda. When completing the proposal form, the Bidder shall list the Addendum number in spaces provided.

8.1.7 Bidder Identification:

A. Signature: The proposal form shall be signed by any individual authorized to enter into a binding agreement for the Business making the bid proposal.

B. Name of Business: The name appearing on the proposal form should be the complete spelling of bidder's name exactly as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.

C. Legal Address: The address appearing on the proposal form should be the same address as recorded at the Secretary of State, which should also be the same as at the Mississippi State Board of Contractors.

D. Certificate of Responsibility Number(s): The Certificate of Responsibility Number(s) appearing on the proposal form should be the same number appearing in the current Mississippi State Board of Contractors Roster.

8.2 Submitting the Proposal Form

8.2.1 Submittal: A bid must be either submitted electronically via MAGIC or physically delivered to the address indicated on the Advertisement for Bids prior to the time and date stated.

A. Physical Submittal: If physically submitted, only one original of Bid Proposal shall be submitted which should be sealed in an opaque envelope marked, mailed or hand delivered as shown on the next page. If the Bid is mailed, the bid envelope shall be placed inside a second envelope to prevent inadvertent premature opening of the Proposal.

(In upper left-hand corner)
Name of Firm (complete spelling of bidder's name and address – exact as recorded at the Secretary of State which should be the same as you applied for at the Mississippi State Board of Contractors)

(Bid shall be addressed and delivered to)
 Mississippi Emergency Management Agency
 Sallie Sones, Contracts Officer
 #1 MEMA Drive
 Pearl, MS 39208

(In lower left-hand corner)
 Bid for project # _____
 Title _____
 Using Agency _____
 Certificate of Responsibility # _____ (for over \$50,000)
 Under \$50,000 (add statement)

8.2.2 Electronic Submittal: Bidders must be registered prior to submitting bids electronically. It is the responsibility of the Bidder to allow sufficient time to complete or confirm such registration before the date and time established to receive bids. Information on registration and bidding electronically may be found at www.dfa.ms.gov/dfa-offices/mrms/mississippi-suppliers-vendors. For further assistance email mash@dfa.ms.gov OR call (601) 359-1343, Option 2.

8.2.3 All bid packages must be received by MEMA no later than 1:00 PM CST, June 18, 2025. *Bids submitted via facsimile (fax) machine or email will not be accepted. The only form of electronic bid submission will be via MAGIC.* (Section 8.2.2)

8.2.4 Modification to Bid: A Bidder may only modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:

- A. Physical Bid:** A modification may be written on the outside of the sealed envelope containing the bid.
- B. Electronic Bid:** Information and attachments may be modified and resubmitted via MAGIC.

8.2.5 Withdrawal of Bid: Any bid may be withdrawn prior to the scheduled time for opening of bids. However, after the scheduled opening, bids may not be withdrawn until forty-five (45) calendar days after bid opening.

**SECTION 9
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 10
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 11
Insurance, Bonds, or Other Sureties**

11.1 Insurance shall be purchased to protect the Contractor from claims set forth below for not less than the limits of liability specified below or required by law, whichever coverage is greater, which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. GENERAL LIABILITY:

*Commercial General Liability
(Including XCU)*

<i>General Aggregate.....</i>	<i>\$1,000,000.00 Aggregate</i>
<i>Products & Completed Operations.....</i>	<i>\$1,000,000.00 Aggregate</i>
<i>Personal & Advertising Injury.....</i>	<i>\$ 500,000.00 Per Occurrence</i>
<i>Bodily Injury & Property Damage.....</i>	<i>\$1,000,000.00 Per Occurrence</i>
<i>Fire Damage Liability.....</i>	<i>\$ 50,000.00 Per Occurrence</i>
<i>Medical Expense.....</i>	<i>\$ 5,000.00 Per Person</i>

2. OWNERS & CONTRACTORS PROTECTIVE LIABILITY:

<i>Bodily Injury & Property Damage.....</i>	<i>\$1,000,000.00 Aggregate</i>
<i>Bodily Injury & Property Damage.....</i>	<i>\$ 500,000.00 Per Occurrence</i>

3. **AUTOMOBILE LIABILITY:**
(Owner, Non-owned & Hired Vehicles)
Contractor Insurance Option Number 1:
Bodily Injury & Property Damage.....\$ 500,000.00 Per Occurrence
(Combined Single Limit)
- Contractor Insurance Option Number 2:**
Bodily Injury.....\$ 250,000.00 Per Person
Bodily Injury.....\$ 500,000.00 Per Accident
Property Damage.....\$ 100,000.00 Per Occurrence
4. **EXCESS LIABILITY:**
(Umbrella on projects over \$500,000)
Bodily Injury & Property Damage.....\$1,000,000.00 Aggregate
(Combined Single Limit)
5. **WORKERS' COMPENSATION:**
(As required by Statute)
EMPLOYEES' LIABILITY:
Accident.....\$ 100,000.00 Per Occurrence
Disease.....\$ 500,000.00 Policy Limit
Disease.....\$ 100,000.00 Per Employee
6. **PROPERTY INSURANCE:**
Builder's Risk.....\$ Equal to Value of Work
Or
Installation Floater.....\$ Equal to Value of Work

11.1.1 The contractor is responsible for ensuring that any subcontractors provide adequate insurance and/or bond coverage for the activities arising out of subcontracts.

11.2 Additionally:

11.2.1 In no event shall the requirement for an insurance certificate or bond be waived. All insurance policies will list the Mississippi Emergency Management Agency as an additional insured. Insurance shall be maintained without interruption from the date of commencement of the work until the date of the final payment unless otherwise noted.

11.2.2 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.

- 11.2.3** Certificates of Insurance acceptable to the Agency shall be filed with the Agency prior to final execution of the Contract and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Agency. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.
- 11.2.4** If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date, or the policy, or applicable extended reporting period shall be no earlier than the termination date coverages required to be maintained after final payment.
- 11.2.5** Contractor shall submit renewal certificates as appropriate during the term of the contract.
- 11.2.6** Contractor shall instruct the insurers to provide MEMA 30 days advance notice of any insurance cancellation.
- 11.2.7** 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.
- 11.2.8** 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 12

Bid Opening and Award of Contract

12.1 Opening of Bids: Bids will be publicly opened after the time stated in the Advertisement for Bids. Closure of agency preventing the opening of bids at the advertised date and time due to Force Majeure Event reasons will result in bids being received and opened by the next business day that the agency shall be open and at the previously advertised time unless an Addendum is issued. Physical Bids without a Certificate of Responsibility on the outside of the envelope, or a statement indicating bid is under \$50,000, will not be opened. Electronic Bids where Certificate of Responsibility or statement indicating bid is under \$50,000 is not entered as response to required question, will not be considered.

12.2 Irregularities: The omission of any information requested on the Proposal Form may be considered as an informality, or irregularity, by the awarding public body when in their opinion the omitted information does not alter the amounts contained in the submitted bid proposal, or place other Bidders at a disadvantage.

12.3 Protest: Any protest must be delivered in writing to the Agency within twenty-four (24) hours after the bid opening.

12.4 Errors: Any claim of error and request for release from bid must be delivered in writing to the Agency within twenty-four (24) hours after the bid opening. The Bidder shall subsequently and promptly provide sufficient documentation with the written request clearly proving an error was made. Failure to provide such documentation adequate to prove an error may result in forfeiture of Bid Security to the Agency. **(NOTE: Bid Security is not a statutory requirement nor a requirement for this project/IFB)**

12.5 Award of Contract: The Agency reserves the right to reject any or all bids. A Contract will be awarded (subject to receipt of an executable contract) on the basis of the lowest, responsive, responsible base bid, or lowest combination of base bid and those alternates selected by the Agency generally in the order listed unless a different order is determined to be in the best interest of the Agency and which produces a total within available funds. Where such Bidder fails to enter into a contract, the Agency reserves the right to award to the next lowest responsive, responsible bidder or resolicit the project.

12.6 Failure to Enter into a Contract: The Bidder shall forfeit the Bid Security to the Agency as liquidated damages for any of the following reasons:

A. Prior to award, failure, or refusal, to furnish the names, classifications and COR #s of Sub-Contractors over Fifty Thousand Dollars (\$50,000) as well as entities who are to furnish materials or equipment fabricated to a special design within three (3) working days after receipt of Notice of Intent to Award the Contract.

B. Prior to award, failure, or refusal, to furnish substitute acceptable Sub-Contractors or entities within five (5) working days of when the Agency has made reasonable objection to those initially submitted.

C. Following Notice of Award (subject to executable contract), failure, or refusal, to execute and deliver the Form of Agreement Between the Agency and the Contractor, the Performance and Payment Bond, and the Certificate of Insurance within ten (10) working days after receipt.

12.7 Security for Faithful Performance: Simultaneously, with delivery of the executed Contract, the Contractor will furnish a Surety Bond, or Bonds, as security for faithful performance, the payment of all persons performing labor on the project and furnishing materials in connection with the Contract. The Surety on such Bond, or Bonds, will be a duly authorized surety company satisfactory to the Agency and meeting all of the following requirements:

A. Licensed at the time of award by the State of Mississippi's Commissioner of Insurance for the purpose of providing surety. (www.mid.ms.gov)

- B. Listed at the time of award in the Department of the Treasury's **Federal Register** as a company holding certificates of authority as acceptable sureties on Federal Bonds, commonly referred to as the Treasury List.
- C. All Bonds shall be executed on the form provided in the solicitation under Section 00 6100 entitled *Contracts Bond*. (See Attachment D)
- D. The Contract Bond shall be duly executed by the Bidder, a Surety licensed in Mississippi signed by a Mississippi Licensed Agent for said Surety approved by the Mississippi Insurance Department with the name and address typed (or lettered legibly) and Surety Seal (preferably embossed). (www.mid.md.gov)
- E. All Bonds must be accompanied by an appropriate Power of Attorney dated same as Contract Bond and sealed (preferably embossed).

SECTION 13
Award Notification

The Notice of Intent to 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. A letter will be sent to all bidders.

SECTION 14
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 15
Agency Website

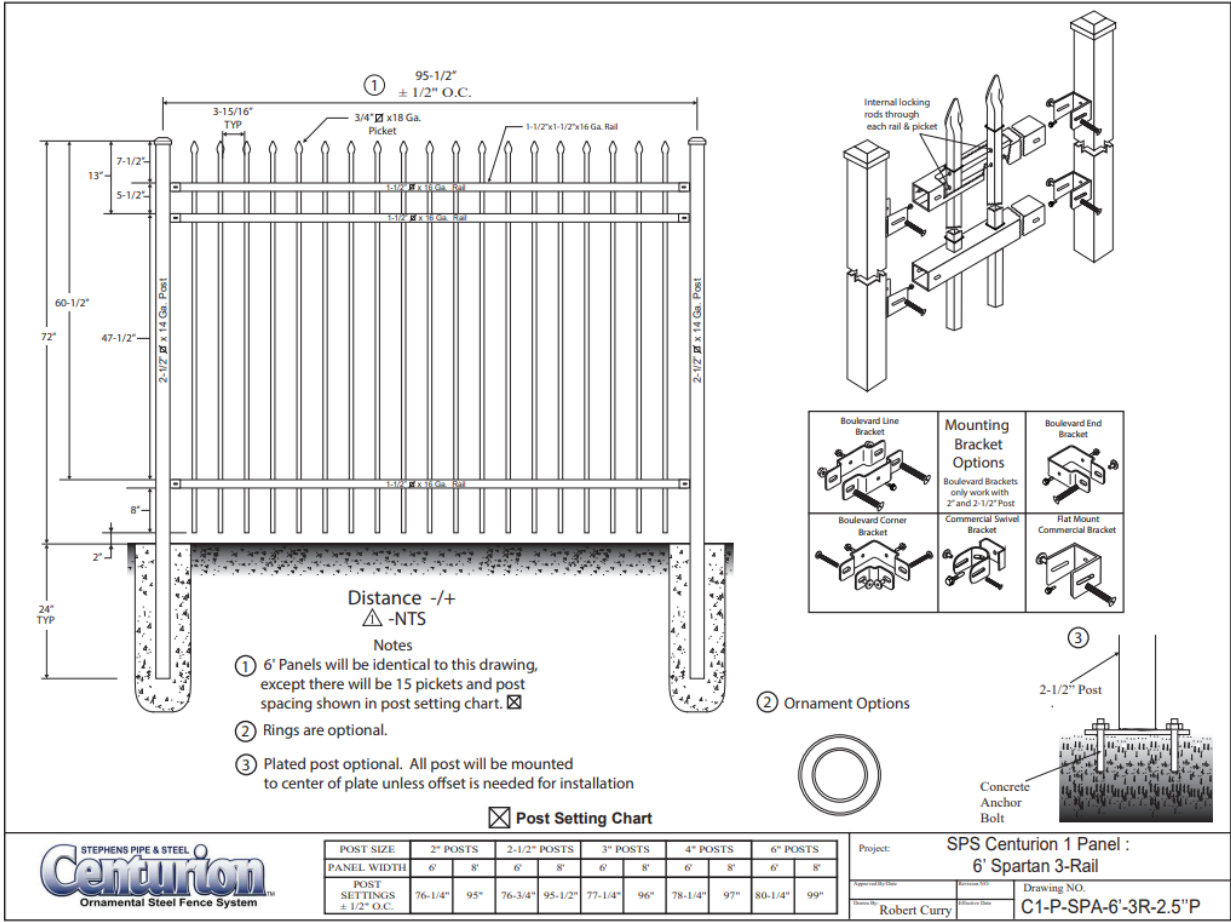
This IFB, questions and answers concerning this IFB, and the Notice of Intent to Award will be posted on the agency website at <http://www.msema.org> and on the Mississippi Contract/Procurement Opportunity Search Portal website.

SECTION 16
Attachments

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

Attachment A





Attachment B

BIDDER'S CHECKLIST

The following checklist is for the Bidder's assistance only. It is not inclusive and does not have to be included with the Proposal Form when submitting a bid proposal.

PROPOSAL FORM: (only one original Proposal Form to be submitted)

Base Bid

- () Write in the amount of the base bid in words and numbers. In the case of a conflict, the Written word shall govern.

Alternates

- () Write in each alternates amount in words and numbers. In the case of a conflict, the written Word shall govern.

Addenda

- () Acknowledge the receipt of each addendum by writing in the number of the addendum.

Acceptance

- () Proposal is signed by authorized person
- () Name of Business – complete spelling of bidder's name and address – exact as recorded at the Secretary of State [<http://www.sos.state.ms.us/busserv/corp/soskb/csearch.asp>] which should be the same as you applied for at the Mississippi State Board of Contractors [<http://www.msdoc.us/Search2.CFM>]
- () Legal address of the business listed above (at SOS and Contractor's Board)
- () Correct Certificate of Responsibility Number(s) as it appears in the current MS State Board of Contractors Roster

Certificate of Responsibility Number(s)

- () Base Bid is under %50,000 and no number is required AND the statement "bid does not Exceed \$50,000" is on the outside of the sealed envelope or statement included with Electronic bid

OR

- () Base Bid is %50,000 or more and number is required and is on the outside of the sealed Envelope or included with electronic bid
- () Joint Venture and *joint venture* number is required

OR

- () Joint Venture participants' numbers are required

BID SECURITY: (This is not a statutory requirement nor an IFB requirement)

Included Bid Bond

OR

Included Certified Check

POWER OF ATTORNEY:

Included Power of Attorney

NON-RESIDENT BIDDER:

Attached a copy of Non-Resident Bidder's Preference Law

OR

Attached a statement

SUB-CONTRACTORS NAME:

List any Mechanical, Plumbing, and/or Electrical Sub-Contractors regardless of cost.

* List name even for under \$50,000

* Fire Protection Sprinkler Contractors do not have to be listed

* If there is a separate HVAC/Plumbing Sub-Contractor, so notate as mentioned herein

* If Mechanical, Plumbing, and/or Electrical Sub-Contractor is performed by the General, be sure the General has a COR for said discipline

* If there is no Mechanical, Plumbing, and/or Electrical Sub-Contractor listed, then use of Sub-Contractor to perform such scope will not be permitted.

SUB-CONTRACTORS' COR NUMBER:

* List Certificate of Responsibility Number for any listed Sub-Contractor over \$50,000

Attachment C

PROPOSAL FORM

SECTION 00 4200

To: Mississippi Emergency Management Agency
#1 MEMA Drive

Pearl, Mississippi 39208

Re: Project # RFX _____
Project Title Perimeter Fence Construction

Location State Emergency Logistics Operations Center Byram, Mississippi

I propose to complete all work in accordance with the Project Manual and Drawings within _____ consecutive calendar days for the sum of: (Professional must specify number of days)

BASE BID: (Write in the amount of the base bid in words and numbers. In case of conflict, the written word governs.)

Words: _____ Dollars
Figures: (\$_____)

ALTERNATES: (Write in the amount of all of the alternates in words and numbers. In case of conflict, the written word governs.)

Alternate #1 Adds Deducts

Words: _____ Dollars
(\$_____)

Description: _____

Alternate #2 Adds Deducts

Words: _____ Dollars
(\$_____)

Description: _____

Alternate #3 Adds Deducts

Words: _____ Dollars
(\$_____)

Description: _____

Alternate #4 Adds Deducts

Words: _____ Dollars
(\$_____)

Description: _____

Alternate #5 Adds Deducts

Words: _____ Dollars
(\$_____)

Description: _____

ADDENDA ACKNOWLEDGMENT:

No. _____ No. _____ No. _____
No. _____ No. _____ No. _____

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature _____ Date _____

Name and Title _____

Name of Business _____

Address _____ (mailing)

Address _____ (physical)

City/State/Zip Code _____ County _____

Phone _____ Fax _____ Email _____

■ **BIDDER'S CERTIFICATE OF RESPONSIBILITY NUMBER:** _____

■ **MINORITY BUSINESS ENTERPRISE? (MBE/WBE) Yes** _____ **No** _____ (to assist with Code 57-1-57)

■ **Attach copy of Non-Resident Bidder's Preference Law**

■ **Mechanical / Plumbing / Electrical Contractors:**

Regarding said Divisions of the Specifications of the Owner's Standard Form of Agreement Between The Owner and The Contractor:

List any Mechanical/Plumbing and/or Electrical Sub-Contractors that will perform work of this contract, regardless of cost even for under \$50,000.00. COR must be included where sub-contract exceeds \$50,000.00. If no sub-contractor is listed, and such work is within scope of contract and over \$50,000.00, bidder's own COR classification(s) must be sufficient to self-perform any such work. If no sub-contractor is listed, then use of sub-contractor to perform such scope will not be permitted.

Mechanical Contractor: _____ Certificate of Responsibility No. _____

Plumbing Contractor: _____ Certificate of Responsibility No. _____

Electrical Contractor: _____ Certificate of Responsibility No. _____

Attachment D

CERTIFICATE OF INSURANCE

 This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the policies below.

INSURED: (Contractor's Name & Address)				COMPANIES PROVIDING COVERAGE w/ MID Lic or NAIC #	
				A	#
				B	#
				C	#
				D	#
				E	#
				F	#
PROJECT: (Number, Name & Location)				G	#
				Companies above must be approved by the MS Ins Dept at https://www.mid.ms.gov (or most up-to-date link) per Code & WComp at http://www.mwcc.ms.gov/ (MID mod'd 041615)	
OWNER: Mississippi Emergency Management Agency (MEMA)					
Type Insurance	Co	Policy Number	Policy Period	Coverage and Minimum Amount	
General Liability Commercial General Liability				General Aggregate	\$ 1,000,000
				Products Comp/Ops (Aggregate)	\$ 1,000,000
				Personal Injury (Per Occurrence)	\$ 500,000
				BI & PD (Per Occurrence)	\$ 1,000,000
				Fire Damage (Per Fire)	\$ 50,000
				Medical Expense (Per Person)	\$ 5,000
Owners/Contractors Protective Liability				General Aggregate	\$ 1,000,000
				Per Occurrence	\$ 500,000
Automobile Liability				Bodily Injury/Property Damage Combined Single Limit (Per Occurrence)	\$ 500,000
				OR Bodily Injury (Per Person)	\$ 250,000
				Bodily Injury (Per Accident)	\$ 500,000
				Property Damage (Per Occurrence)	\$ 100,000
* Excess Liability (Umbrella on projects over \$500,000)				Aggregate	\$ 1,000,000
				Per Occurrence	\$ 1,000,000
Workers' Compensation (As required by Statute) Employers' Liability				Accident (Per Occurrence)	\$ 100,000
				Disease-Policy Limit	\$ 500,000
				Disease-Per Employee	\$ 100,000
Property Insurance <small>(not required when project is demolition ONLY – required for ALL other projects including paving)</small>				OR Builders' Risk	Must be equal to
				Installation Floater	Value of Work
Other					
Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi Licensed Agent; and (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation or non-renewal of above.					
Producing Agent: (Name, Address and Telephone)				(Signature) (Date) MID Lic # or countersign below	
				(Name and Title of Authorized Representative) (typed)	
				Agent must be approved by the MS Ins Dept or countersign https://www.mid.ms.gov	

Check if Mississippi Licensed Agent
 OR Countersign by Mississippi Licensed Agent MID Lic # _____

CERTIFICATE OF INSURANCE INSTRUCTIONS

1. The *Certificate of Insurance* is a tabulation of insurance required for this Project as specified in Article 11 entitled *Insurance and Bonds* in the General Conditions (AIA Document A201, Sixteenth Edition, 2007).
2. The *Certificate of Insurance* must be completed, certified by the original signature of a Mississippi Licensed Insurance Agent and/or countersignature, dated, and bound in each set of the Contract Documents. Insurance Companies providing coverage and Agent and/or Countersignature Agent must be approved by the Mississippi Insurance Department on their web at . <http://www.mid.state.ms.us/licapp/search-main.aspx> <https://www.mid.ms.gov> (or most up-to-date link). (Agent does not have to be on the MID web “for providers necessarily” – but must be an approved Agent on MID web. Easier to locate Agent at MID when name agrees with MID licensed name.)
3. Indicate Insured, Project, Companies providing coverage, policy numbers and policy periods in the blanks as applicable.
4. If the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" insurance is part of the Commercial General Liability Insurance Policy, or included by endorsement, indicate the policy number and period of the CGL policy in the "OWNERS/CONTRACTORS PROTECTIVE LIABILITY" blank spaces.
5. Automobile Liability Insurance may be provided which covers Bodily Injury and Property Damage in one (1) Combined Single Limit, or may be provided with separate minimum limits as shown on the Certificate of Insurance and specified in Article 11 of the Supplementary Conditions. The person signing the Certificate of Insurance should show which option the Contractor has selected by marking out the coverage that is not provided under the policies indicated.
6. OTHER INSURANCE (if required) will be indicated by typing in the "OTHER" block and detailed in Article 11 of the Supplementary Conditions.
7. CERTIFICATION wording may not be changed without specific written approval from the Owner. (nor on any other Owner documents herein, even beyond Insurance Certificate)
8. "Riders", Binders, TBA, TBD, or other unsolicited attachments, are not allowed as part of the *Certificate of Insurance* unless specifically requested in writing by the Owner, or specified as part of the requirements for this Project. (nor on any other Owner documents herein, even beyond Insurance Certificate)
9. CAUTION: The *Certificate of Insurance* is intended to be used for all Projects. The Contractor must provide all insurance specified in the Contract Documents for this Project, whether indicated on this form, or not. The Contractor must verify all insurance has been provided as required.
10. In accepting the Insurance Certificate by Owner, it would be helpful if some indication is given when, and if, the Provider is a Surplus Line Carrier, a Broker, or Self Insured (because they may not be on the MID web list referenced herein). (The Owner will have to ask MID (or know) at some point.)
11. The Workers Comp insurance provider must be approved and show up on the Workers Comp web at <http://www.mwcc.state.ms.us/Services/ProofofCoverageInquiry/accept/etc> and at the last step – enter the “contractor’s name”.

Note: Regarding #2 and #11. At the MID web – you enter the Surety Company / Provider / Agent. At the MWCC web - You enter the Vendor’s name, then click on the policy number to see the MWCC Ins Provider.

*** END OF SECTION ***

Attachment E
CONTRACT BOND

I. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS: THAT

_____, Principal, a _____,
_____, residing at _____,
_____, authorized to do business in the State of Mississippi
under the laws thereof, and _____ Surety, a corporation of the
State of _____, authorized to do business in the State of Mississippi under the laws thereof, are held and
firmly bound unto the Mississippi Emergency Management Agency (MEMA) of the State of Mississippi, Obligee, hereinafter referred to as
"Owner," for the use and benefit of the Owner and those claimants and others set forth hereinbelow and described in Sections 31-5-51 and
31-5-3, **Mississippi Code of 1972, Annotated**, as amended, in the amount of
_____ Dollars (\$ _____),
lawful money of the United States, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these present. WHEREAS, Principal has by written agreement dated
_____, 20_____, entered into a Contract with the Owner for the following:
Byram Parking Lot Renovations
Mississippi Emergency Management Agency (MEMA)

as provided in said Contract and in accordance with the Contract Documents. All of the terms and provisions of the above mentioned
Contract, drawings, Project Manual, and addenda are by reference made a part hereof and fully incorporated herein, and are hereinafter
referred to as "the Contract." All of the terms and provisions of Sections 31-5-51, 31-5-3, supra, Section 31-5-53 of the **Mississippi Code
of 1972, Annotated**, as amended, and all other code sections cited herein are also by reference made a part hereof and fully incorporated herein.

II. PERFORMANCE BOND

NOW, THEREFORE, the condition of this Performance Bond is such that if Principal shall promptly and faithfully perform said Contract, then this
obligation shall be null and void; otherwise, it shall remain in full force and effect, subject however, to the following conditions:

Whenever the Owner has performed its obligation but the Principal has defaulted under the terms of the Contract, or any portion thereof, and the
Owner has declared the Principal to be in default, the Surety shall promptly:

1. Remedy the default, or
2. Complete the Contract in accordance with its terms and conditions, or
3. Procure the completion of the Contract in accordance with its terms and conditions.

Even if there should be a succession of defaults, the Surety is responsible for completion of the Contract. The Surety shall provide sufficient funds to
pay the cost of completion of the Contract in its entirety including other costs and damages for which the Surety may be liable thereunder, less the
balance of the Contract price. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by Owner to
Principal under the Contract and any Change Orders thereto, less the amount paid by Owner to Principal.

III. LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, the condition of this Labor and Material Payment Bond is such that if Principal shall promptly make payments to all persons
supplying labor or material used in the prosecution of the work under said Contract, then this obligation shall be null and void; otherwise, it shall
remain in full force and effect; however, the Owner shall not be liable for the payment of any costs or expenses of any suit described in Subsection (2)
of Section 31-5-51, supra.

IV. BOND FOR PAYMENT OF TAXES AND OTHER ASSESSMENTS

NOW THEREFORE, the condition of this Bond for Payment of Taxes and Other Assessments is such that if Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-1, and 31-5-3, **Mississippi Code 1972, Annotated**, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

V. GENERAL CONDITIONS

The following conditions apply to all three (3) of the above-mentioned Bonds:

1. The Performance Bond is for an amount equal to the full amount of said Contract.
2. The Labor and Material Payment Bond is for an amount equal to the full amount of said Contract.
3. If any changes are made in the work, or any extensions of time are granted, or any increases in the total dollar amount of the Contract are made, such changes, extensions, increases, or other forbearance on the part of either the Owner or the Principal will not, in any way, release the Principal and Surety, or either of them, from their liability hereunder, or any portion thereof, notice to the Surety of any such change, extension, increase, or forbearance being expressly waived.
4. These Bonds are governed by and shall be construed in accordance with Mississippi law. Any inconsistency with these Bonds and any provision of Mississippi law shall be remedied by deleting the inconsistent portion of these Bonds and leaving the remaining consistent portions in full force and effect.

Signed and sealed this _____ day of _____, 20_____.

SURETY _____

Mississippi NAIC number: _____

By: _____

(Signature)

Attorney-in-Fact

(Typed Name)

(Title)

Surety Agent MS Ins Dept License Number: _____

(Leave blank if you do not have a Mississippi #)

(Surety Address)

(Surety City/State/Zip/Phone)

MISSISSIPPI LICENSED AGENT COMPANY NAME

(add MS Licensed Agent address below)

Mississippi NAIC number: _____ IF ANY

COUNTERSIGNED: (if Surety Agent above is NOT MS Licensed)

(Signature) _____

Licensed Mississippi Agent

(Typed Name)

(Title)

Countersignature Agent MS License Number: _____

(MS Licensed Agent Address)

(MS Licensed Agent City/State/Zip/Phone)

PRINCIPAL _____

By: _____

(Signature) (same person on Bond and Contract page)

(Typed Name and Title)

(Address)

(City/State/Zip/Phone)

Surety Company, Surety Agent's Name, Address, etc. should be typed and with seal (preferably embossed seal) on Bond and P/A. The P/A should be for the Attorney-in-Fact with seal (preferably embossed seal).

The Contract Bond shall be duly executed by the Bidder AND a MS Licensed Agent said Surety approved by the MS Ins Dept OR signed by the Surety's Agent AND countersigned by a MS Licensed Agent for said Surety approved by the MS Ins Dept.

Countersignature, when signed, can be the same as the Attorney-in-Fact when the Attorney-in-Fact and/or Surety IS licensed in Mississippi. Countersignature will be different when the Attorney-in-Fact and/or Surety is "not" licensed in Mississippi. P/A will be for the Attorney-in-Fact.

Check the Surety Company AND the Surety Agent AND/OR the Countersignature Company and/or Agent at MS Ins Dept web: <https://www.mid.ms.gov> (or most up-to-date link)

Easier to locate Agent at MID when name agrees with MID licensed name.)

(Bond Agent MID or Code requirements are different from the Ins Cert Agent MID or Code requirements.)