

Mississippi Development Authority
501 North West Street
Jackson, MS 39201

Request for Proposal
To Provide

Professional Project and Program Management Services For MDA
Disaster Recovery CDBG Programs

RFP #030315
Date Issued: March 5, 2015

Mississippi Development Authority
101 North West Street
Jackson, MS 39201

INVITATION: Written proposals subject to the conditions therein stated and attached hereto, will be received at 501 North West Street, E. T. Woolfolk Building, Suite 600, Jackson, MS 39201 until March 23, 2015 at 10:00 A.M., Central Time for providing the services as described below for the Mississippi Development Authority (MDA).

DESCRIPTION: MDA is hereby requesting written proposals to provide professional project and program management services for MDA's Disaster Recovery CDBG programs.

MDA will receive proposals from Proposers having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for this project must contain evidence of the Proposer's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by MDA may be included elsewhere in this solicitation.

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

Qualifications of Proposers: The Proposer may be required before the award of any contract to show to the complete satisfaction of MDA that it has the necessary facilities, ability, and financial resources to provide the services specified herein in a satisfactory manner. The Proposer may also be required to give a past history and references in order to satisfy MDA in regard to the Proposer's qualifications. MDA may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to MDA all information for this purpose that may be requested. MDA reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy MDA that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Proposer's qualifications shall include:

- A. The ability, capacity, skill, financial and other necessary resources to perform the work or provide the service required;
- B. The ability of the Proposers to perform the work or provide the service promptly or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer, and;
- D. The quality of performance of previous contracts or services.

A selection committee made up of qualified MDA staff and/or State of Mississippi employees or business leaders selected by MDA shall review and evaluate all responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

STEP I: Proposals will be reviewed to assure compliance with the minimum specifications(see page 11) . Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

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

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

F. MDA will consider it a strength if the Proposer has an established full-time office in Mississippi to facilitate timely and cost effective coordination. Subcontracting or partnering with a Proposer within the State of Mississippi will meet this consideration (resumes on this company/staff shall be included also). Proposer must show that the Mississippi firm and its employees will be compensated for services provided through this partnership.(Important)

G. A record of past performance in Ms Disaster Recovery. Similar work should reflect project management expertise, expertise in running a Project Management Office (PMO), expertise in disaster recovery planning or projects. Direct experience in Mississippi is required. (Critical).

H. Ensuring that at least one certified PMP (Project Management Professional) is on staff and available for work on the project at any time (Critical).

I. Price (Important).

STEP III: MDA's selection committee will review the proposals and select the proposer whose response best meets the needs of MDA.(based on the factors evaluated in Step II).MDA's Procurement Officer will contact the selected Proposer and attempt to negotiate an agreement that is acceptable to both parties.

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

OFFERORS MAY DESIGNATE THOSE PORTIONS OF THE PROPOSALS WHICH CONTAIN TRADE SECRETS OR OTHER PROPRIETARY DATA WHICH MAY REMAIN CONFIDENTIAL IN ACCORDANCE WITH SECTION 25-61-9 AND 79-23-1 OF THE MISSISSIPPI CODE.

Inquiries regarding this Request for
Proposal must be mailed to:

Proposals and attachments must be
submitted to:

Verna Lee, Procurement Officer Mississippi Development Authority PO Box 849
Jackson, MS 39205-0849
(601) 359-5044

Verna Lee, Procurement Officer Mississippi Development Authority PO Box 849
Jackson, MS 39205-0849
(601) 359-5044

or

or

501 North West Street
E. T. Woolfolk Building, Suite 600
Jackson, MS 39201

501 North State Street
E. T. Woolfolk Building, Suite 600
Jackson, MS 39201

SPECIFICATION, TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES:

1) General Statement:

- (1) The Mississippi Development Authority requests proposals for services of providing a Project Management Office (PMO) for the Mississippi Development Authority.

2) Specifically, MDA requests the following services to be provided:

a) Adherence to U.S. Department of Housing and Urban Development (HUD) Regulations and Program Requirements

- i) Review and understand traditional CDBG program compliance issues, Public laws 109-148 and 109-234 which represent the appropriation of federal Community Development Block Grant dollars, the myriad of waivers and action plan amendments and HUD's guidance on these dollars as well as applicable state laws and regulations. Understand the provisions of PL 109-148 including the requirements related to fair housing, nondiscrimination, labor standards and the environment. Ensure compliance with all applicable requirements.

- 3) Assess the capabilities of prospective subgrantees, prior to distribution of CDBG funding, to ensure the ability to meet national objectives. Perform steps to identify specific, logical connections to a national objective for each activity including steps to verify the eligibility of proposed activities as well as steps to evaluate the prospective sub-grantee's overall organizational capacity.

- 4) Prepare unique written agreements for each sub-grantee that is a concise statement of the relationship and the conditions under which funds are provided. Each agreement will include a description of the work to be performed, a schedule for completing the work and a budget. These items shall be written in sufficient detail to provide a sound basis for the grantee to effectively monitor performance under the agreement. It will include a statement of the intent of the grant, provide key information, general provisions, scope of work, program requirements, performance indicators and benchmarks, documentation for pre-award, post-award actions such as payment, documentation and end-of-award activities, closeout, audit and continuing responsibilities. Each agreement will specify the particular records the subgrantee must maintain and the particular reports the subgrantee must submit in order to assist the grantee in meeting its recordkeeping and reporting requirements.

- 5) Conduct periodic training for subgrantees on compliance issues including national CDBG program and local administrative practices.

- 6) Ensure that all subgrantees comply with all regulations governing their administrative, financial and programmatic operations and achieve their performance objectives on schedule and within budget.

- 7) Provide support of the Authority's management system that involves an ongoing process of planning, implementation, communication and follow-up. The objectives for programmatic/contractual oversight and monitoring will be:

- a) To determine if a subgrantee is carrying out its program as described in its Subgrantee agreement
- b) To determine if a subgrantee is carrying out its scope of work in a timely manner
- c) To determine if a subgrantee is conducting the project with adequate control over program and financial performance and in a way that minimizes the opportunity for fraud, waste and abuse
- d) To assess if the subgrantee has a continuing capacity to carry out the approved project
- e) To identify problem areas and assist the subgrantee in complying with the program requirements
- f) To provide adequate follow-up measures to ensure that performance and compliance deficiencies are corrected and not repeated

- 8) Report any identified or suspected instances of non-compliance with applicable laws, rules and policies to the Authority.

9) Ensure grantees comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act, Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunity Standards and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

10) Perform oversight of the distribution of funds. This will include two key components with the first being documentation compliance. All documentation that supports activity expenditures must accompany every request for payment. An internal financial management team will collect, scan and then review for completeness, compliance and accuracy all pay request documents. Because of the requirements of the Office of Management and Budget (OMB), draw down timing management is another key component of the distribution oversight. Significant penalties are imposed on grantees when federal funds remain undistributed longer than the regulations allow. Avoid any loss of funding by implementing a monitoring system that tracks the time lapse between draw down and disbursement and warns the program manager of any potential issues.

11) Document Control and Management

a) Provide sufficient, appropriate document control and management to meet the financial and documentation requirements for CDBG grants. At a minimum, the following records would be required from each grant or program manager:

- i) Records providing full description of each activity
- ii) Records verifying that activity meets national and grant objectives
- iii) Records related to demonstrating eligibility of activities
- iv) Records required to document activity related to real property
- v) Records documenting compliance with the fair housing and equal opportunity requirements
- vi) Financial records and reports required by the program
- vii) Performance reports required by the program
- viii) Records supporting any specific requirements of the grant

12) Program Development and Support

a) Monitor performance of each grant using the reporting and performance benchmarks that are established. Provide analysis of key performance indicators to each other to provide insight into issues or performance problems that may be occurring.

13) Policy Development and Review

a) Develop and monitor required policies for each grant agreement.

14) Support of Program and Financial Compliance Requirements

a) Assist the Authority in support of program and financial compliance requirements. Identify applicable compliance requirements, and as requested, provide resources to work on any compliance issues that are identified during program management. Assist in the preparation of financial reports for compliance with grant reporting requirements including the review and set up of proper accounting records and documentation.

15) Communications

a) Provide accurate, timely information to appropriate individuals, departments and agencies.

16) Internal Communication

a) Monitor certain key indicators at the request of the Authority:

- i) Status by grant, including monitoring of the budget, schedule and performance metrics

- ii) Issues impacting each grant, including reported problems, lagging performance, communication issues, etc., and the actions being taken to resolve them
- iii) Identification of risks associated with each grant and the actions being taken to mitigate, avoid or reduce them
- iv) Deliverables completed to date and those scheduled for completion
- v) Resources available to deliver services, including staff, technology and budget; identify restraints affecting delivery and institute corrective action

b) Informal communication will be frequent and will also include telephone calls and emails.

17) External Communication

(1) Provide information for the Authority to utilize in external communication, a critical part of this process. Provide the Authority with current status reports on a regular basis.

(2) Assist the Authority in support of external communications to include design and publish packets, reports and presentations for legislative and congressional constituents. Assist in planning, publicizing and delivering news releases and conferences and provide web content for the Authority website.

18) Support of Monitoring Plans and Execution

a) Ensure that all stakeholders, including the program manager, are aware of and compliant with any regulatory requirements associated with CDBG funds. Monitor the action and communication plans associated with each grant to ensure that all key performance indicators are being properly monitored and that issues are addressed quickly and resolved effectively.

b) Ensure timely submission of required reporting including financial reports, performance reports, resolution of findings, resolution of recommended changes, implementation of policies and resolution of issues affecting performance.

c) As requested by the Authority, conduct desk reviews of the documentation supporting the program reports for accuracy and compliance. Develop compliance checklists for program managers to assist with their compliance with the program requirements.

d) Ensure proper documentation at all levels, not only for the proper dissemination of information, but also to serve as a historical reference for post-project reviews.

19) Support of Program Operations, as required

a) Provide any operational support as requested by the Authority, including full project management, policy development or other support and consulting roles. Provide resources to quickly and effectively provide operational and managerial services at all levels of the programs to the Authority.

20) Program Management Team Support.

a) As requested by the Authority, provide additional resources to any program team member or program grant to appropriately and timely respond to program management needs.

21) IT Oversight and System Development

a) Perform comprehensive monitoring of all existing systems, connections and automated processes currently deployed amongst the grant programs. Provide IT developers to respond timely to development needs on the existing systems as well as any systems previously implemented.

22) Training/Outreach Support

- a) Train and develop team members to meet performance objectives and ensure compliance. When major changes in program policy or requirements occur, prepare the necessary training materials and program to effectively communicate the changes.

23) Change Control

- a) Maintain and monitor the established change management process that contributes to the achievement of a project's objectives. Modify the process, as needed, communicating and documenting the process. Ensure that any changes are properly researched and evaluated.

24) Environmental Review Process

- a) Ensure that each program being funded complies with 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (see specifically 24 CFR 58.18). In addition to outlining required procedures for assessing the environmental impacts of the proposed action, Part 58 specifies procedures that must be followed in releasing HUD funds to project sponsors (see Subpart H of Part 58). Part 58 also requires that the actions of project sponsors during project implementation are monitored and the environmental requirements on which the grant of HUD funds is conditioned (24 CFR 58.18(a)(1) is enforced.
- b) Prepare general guidance for project sponsors that (1) list the basic elements of an environmental assessment, (2) address common misconceptions about the environmental review process, and (3) list sources of critical information.
- c) Our evaluation of each environmental review package will include the following basic steps:
 - d) Initial review of the package to assess its completeness and to identify significant environmental issues
 - e) Preparation of initial written comments on components of the environmental review that must be added or strengthened
 - f) Inspection of the proposed site and its surroundings to check the accuracy of the environmental review
 - g) Preparation of additional written comments on any inaccuracies identified during the site inspection
 - h) Review of the environmental review package as revised by the project sponsor
 - i) Preparation of suggested "conditions of approval" to be added to the final environmental assessment prior to approval by the Authority. If our site inspection suggests that wetland delineation or other specialized study submitted by a project sponsor is inaccurate, this will be included in written comments. However, independent wetland delineation will not be performed unless the Authority requests this as an additional service.
 - j) Performance of lead-based paint identification, remediation, and inspection activities as needed for covered structures.

25) Oversight of Subgrantee Contracts

- a) Assist the Authority in assuring that the subgrantees comply with all regulations governing their administrative, financial and programmatic operations, and to ensure that the subgrantees achieve their performance objectives on schedule and within budget.
- b) Review and ensure compliance with state and federal procurement statutes and regulations specifically with regards to CDBG funding.
- c) Ensure appropriate permitting for environmental (including lead-based paint, wetlands and floodplain), drainage, SWPPP, building and others have been acquired; plans comply with latest IBC; mitigation elements noted in environmental assessments are included in construction; and the construction bid documents are organized in a manner, consistent with all state requirements for bidding and construction. Below is a list of standard services that would be provided during the bid and award phases for each workforce housing project to ensure compliance:
 - d) Document publication of advertisement for construction bid for each project
 - e) Attend pre-bid conferences for each project
 - f) Work with the design consultant to track bid addenda

- g) Provide oversight and direction for any pre-qualification of contractors/suppliers for alternative delivery approaches for construction
- h) Attend bid openings
- i) Review all bid tabulates and evaluation of bids from developer and design consultant
- j) Review and approve recommendation for award of contract

26) Ensure a project inspector participates in the bid ready document review process along with required reviews of plans and specifications where applicable. These responsibilities carrying over to the construction phase services. The inspector would collect all appropriate information and record documents to meet the standards set forth by CDBG and the Authority at the onset of every project. This includes the review and submittal of recommendations for approval of CDBG cash requests.

a) Perform the following inspection services during installation of housing:

- i) Attend pre-construction and project start
- ii) Assurance that all appropriate bonding and insurance is in place
- iii) Review and provide recommendation for approval of monthly CDBG requests for cash reimbursements. This would include associated contractor's pay requests
- iv) Monitor and collect documentation to support Davis-Bacon Act requirements
- v) Submit properly completed and compliant CDBG cash requests to the Authority
- vi) Track construction expenditure of CDBG funds
- vii) Review all construction change orders for compliance
- viii) Perform periodic site observations on weekly basis. This would not be performed as a comprehensive or detailed inspection but only to validate and track work progress
- ix) Attend site walk-through for substantial completion and closeout of projects
- x) Review project punch list for closeout operations
- xi) Review design consultant record drawings and documents for conformity at closeout
- xii) Maintain proper files for all project documents for each assigned project

27) Coordinate with the Authority to identify the critical performance benchmarks for each project so progress can be tracked, communicated and assessed at any time. Ensure all project information is available at all times in one comprehensive, user-friendly electronic environment. Financial information will include:

- a) The overall status of the subgrantees' CDBG funds, showing cumulative amounts for CDBG funds approved to date, program income received to date, actual disbursements to date, CDBG funds on hand at time of request, and requests previously submitted but not disbursed.
- b) For each activity or budget category the budgeted amount, the CDBG funds drawn to date, the grant funds expended to date, and the current request for payment. Source documentation will be requested to support the expenditures claimed by subgrantees. From this information, determine the subgrantees' rates of spending in their various activity areas or budget categories and whether they are using their program income in a timely fashion and drawing down appropriate amounts of grant funds.

28) Provide OnBase® training and user guides to subgrantees, as needed.

29) Eligibility Verification

- a) Ensure that applicants (and tenants) participating in a covered program meet stated eligibility requirements for the respective program. Ensure applicant files are complete and maintained in the document control and management system (i.e., OnBase®). Perform reviews of appropriate supporting documentation and perform site visits, as necessary. Ensure applicants are compliant with Stafford Act requirements and Area Median Income (AMI) restrictions.

30) Engineering and Construction Management

- a) Provide survey, engineering and construction oversight for flood zone determinations, elevation certificates, construction inspections for loan approval and disbursement and inspections for building code compliance and HUD quality standards.

31) Property Management Operations

- a) Implement all program property and tenant policies including communications and receipt of records from applicants, coordinate on-site inspections to confirm HUD Housing Quality Standards, assist applicants with tenant income verification, occupancy and leasing questions, provide support for monitoring and reporting, and manage continued landlord and tenant requirements with program obligations throughout the term of affordability including the resolution of default issues.

32) Oversight of Overall Program

- a) Provide project management for all disaster recovery programs.
- b) Coordinate the efforts of monitoring the compliance over environmental, construction, financial and HUD regulations.
- c) Project performance benchmarks and updated budget comparisons will be established to measure progress and compliance with critical objectives in mind. Critical stages will be identified and a monitoring checkpoint established to ensure follow up. Communication plan will be developed to match the program's objectives and will include a formal structure for regular reporting, performance milestones, project-wide meetings and policies on information for the community and press.
- d) Assist in the preparation and then disseminate policy memoranda related to program requirements and implementation.

33) Reporting

- a) Provide status reports on a regular basis to keep the Authority informed of the project progress. As requested, meet with the Authority to discuss the status of the project, applicant concerns, and any other issues that may have arisen during the administration of the program. Provide the Authority with project progress reports on demand, as well as access to the project management system, so the project can be monitored. Report information will include project activity deemed critical by the Authority.
- b) In addition to keeping the Authority informed of the progress with each project, compile and review information necessary to prepare reports required under HUD regulations.

34) Closeout

- a) Ensure that all closeout forms are completed as required. OMB Circular No. 133 compliant documents and reports will be maintained and provided in order to satisfy HUD and other federal audit requirements resulting in an audit ready financial report of all activities of the grantee and Sub-grantee including electronic copies of all supporting documents.
- b) As part of the closeout, provide the state with all the necessary server hardware and server software to manage the developed technology. The transfer of user software would include 10 concurrent OnBase® user licenses. Should the state require more licenses, additional concurrent licenses can be purchased directly from OnBase® and ERSI as well as yearly maintenance options.

35) Transition

- a) It is the intent of the Authority that during this one year Contract the Contractor will develop and reduce to writing, in consultation with the Authority, a plan to transition the activities covered under this Contract to the Authority to the extent possible. This transition plan should create the processes and procedures required to responsibly transition project management oversight, document control and

maintenance, monitoring, regulatory compliance, and eligibility verification to the Authority. During the term of the Contract, the Contractor shall place emphasis on closing out projects and programs in accordance with federal and state guidelines. The Contractor shall provide whatever personnel and resources are required to accomplish the goals set forth in this Paragraph U.

PROPOSAL SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:

- A. Background of the company, to include name, location of principal place of business, the place of performance of the proposed contract, date of incorporation.
- B. Age and size of business.
- C. Proposer must present a plan for accomplishment of all tasks that demonstrates understanding of the MDA's CDBG Disaster programs and the operation of a Project Management (PMO).
- D. Proposer must demonstrate a documented and proven record of dealing with a disaster CDBG allocation of at least \$1 billion or more, of managing a housing rehabilitation program (including the oversight of construction contractors performing such rehab to low-income housing), of overseeing major economic development projects in which there is a requirement to document compliance with the CDBG national objective of the creation of low- and moderate-income jobs, of demonstrating knowledge of and ensuring compliance with Section 3 requirements.
- E. A listing of three (3) contracts under which services in scope, size, or discipline were performed or undertaken. On the proposal form, list three (3) projects to include the names and addresses of the projects, the scope of the project, and the names and telephone numbers of the clients for reference purposes. This information should also be included for any subcontractors.
- F. All information on the proposal form must be completed. Incomplete or unsigned proposal forms will be rejected.
- G. Timeline for execution
- H. Total cost per hour, per position and the estimated hours needed for the engagement. This cost should include all overhead expenses including any related travel. All other fees and costs associated with the project should be included.

TYPE OF CONTRACT

The MDA is requesting proposals for a firm fixed price contract for services.

INSURANCE REQUIREMENTS

Contractor represents that it will maintain workers' compensation insurance, which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance, with minimum limits of \$500,000 per occurrence and fidelity bond insurance with minimum limits of \$500,000. All general liability, professional liability and fidelity bond insurance will provide coverage to MDA as an additional insured. The MDA reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

TERM AND EXTENSION OF CONTRACT

The MDA anticipates awarding a contract for services in March 2015 with a duration of approximately one (1) year with the option to extend one additional year for a total of two (2) years. The contract may be renewed at the discretion of MDA upon written notice to the Contractor at least 30 days prior to the contract ending date for a period of up to one (1) year under the same fixed unit prices, terms, and conditions as in the original contract.

REJECTION OF PROPOSALS

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

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

ACCEPTANCE OF PROPOSALS

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

DISPOSITION OF PROPOSALS

All submitted proposals become the property of MDA.

COMPETITIVE NEGOTIATION

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

RFP DOES NOT CONSTITUTE ACCEPTANCE OF OFFER

The release of the RFP does not constitute an acceptance of any offer, nor does such release in any way obligate MDA to award funds. MDA reserves the rights to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained

within this document. The final decision to award funds to any party rests solely with MDA.

EXCEPTIONS AND DEVIATIONS

Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the Proposer's intent to comply fully with the requirements as written. Conditional or qualified Proposers, unless specifically allowed, shall be subject to rejection in whole or in part.

NONCONFORMING TERMS AND CONDITIONS

A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. MDA reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by MDA of non-responsiveness based on the submission of nonconforming terms and conditions.

PROPOSAL ACCEPTANCE PERIOD

The original and three (3) copies of the proposal and all attachments (four (4) copies total) shall be signed and submitted in a sealed envelope or package to Mississippi Development Authority, Attn: PMO RFP, 501 North West Street, E. T. Woolfolk Building, Suite 600, Jackson, MS 39201 or to P. O. Box 849, Jackson, MS 39205-0849 no later than 10:00 A.M. Central Time on March 23, 2015. Timely submission of the proposal is the responsibility of the Proposer. Offers received after the specified time shall be rejected and returned to the Proposer unopened. The envelope or package shall be marked "PMO RFP" in the lower left hand corner. Each page of the proposal and all attachments shall be identified with the name of the Proposer.

EXPENSES INCURRED IN PREPARING OFFERS

MDA accepts no responsibility for any expense incurred by the Proposer in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Proposer.

PROPRIETARY INFORMATION

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

ADDITIONAL INFORMATION

Questions concerning the RFP document must be submitted in writing to Mississippi Development Authority, Attn: Disaster Recovery PMO, 501 North West Street, E.T. Woolfolk Building, Suite 600, Jackson, MS 39201 or to PO Box 849, Jackson, MS 39205-0849, via email at DWILSON@mississippi.org or by facsimile to (601) 359-9280. Questions will be received through March 15, 2015, at 12:00 P.M. Central Time. Responses to all questions will be distributed in writing via email or fax to all known Proposers and will be posted to the MDA website (www.mississippi.org) as an amendment March 16, 2015, at 5:00 P.M. Central Time. Proposers are cautioned that any statements made by the contact person that materially change any portion of the RFP shall not be relied upon unless subsequently ratified by a formal written amendment to this RFP.

ACKNOWLEDGMENT OF AMENDMENTS

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by MDA by the time and at the place specified for receipt of proposals.

DEBARMENT

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

RIGHT TO POST-AWARD DEBRIEFING:

1. A vendor, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission, to be received by MDA within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the MDA and identify its attorney. The MDA shall be allowed to 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.
2. The debriefing should occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to the MDA. The MDA Procurement Officer shall chair the meeting.
3. The debriefing shall include the following:
 - a) The MDA's evaluation of significant weaknesses or deficiencies in the vendor's bid or proposal, if applicable;
 - b) The overall evaluated cost or price, and technical ranking, if applicable, of the successful vendor(s) and the debriefed vendor;
 - c) The overall ranking of all vendors, when any ranking was developed by the MDA during the selection process;
 - d) A summary of the rationale for award; and,
 - e) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.
4. Information MDA will not provide in a debriefing is:
 - a) Point-by-point comparisons of the debriefed vendor's bid or proposal with those of other offering vendors;
 - b) Trade secrets as identified by the offering vendor claiming the trade secrets;
 - c) Privileged or confidential manufacturing processes and techniques as identified by the offering vendor claiming the privileged or confidential information;
 - d) Commercial and financial information that is privileged or confidential, to include an offering vendor's cost, breakdowns, profit, indirect cost rates, and similar information as identified by the offering vendor claiming privileged or confidential information; and,
 - e) The names of individuals providing reference information about any vendor's past performance.

BID PROTEST PROCEDURES:

(A) Right to Protest

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Executive Director of the agency. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. If the tenth (10th) day falls on a weekend or State holiday the deadline shall be extended to the next business day.

(B) Authority to Resolve Protests

The Executive Director or a designee shall have the authority to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.

(C) Decision

The agency shall have ten (10) business days to conduct an investigation into the claims made by the aggrieved and shall issue a written response to the aggrieved. The agency, at its discretion, may solicit an outside entity to assist with or conduct the investigation if it is determined by the agency such action is necessary. In the event the agency solicits an outside entity to assist or conduct the investigation the agency shall have an additional five (5) business days to conduct the investigation.

(D) Notice of Decision

A copy of the decision under Section (C) of this policy shall be mailed or otherwise furnished to the protestant within the defined time period.

(E) Finality of Decision

A decision under Section (C) of this policy shall be final and conclusive.

(F) Stay of Procurements During Protests

The Executive Director or his designee shall have the right to suspend the process in the event of a timely protest under Section (A) of this document. Suspension of the process is at the discretion of the agency and will be considered upon receipt by the agency of a protest.

Filing of Protest

(A) When Filed

Protests shall be made in writing to the Executive Director, and shall be filed in duplicate within ten (10) calendar days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Executive Director. Protests filed after the ten (10) day period shall not be considered.

(B) Subject to Protest

A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived. Protests may be filed on the basis of the following:

1. Failure to follow established policies and/or procedures regarding procurement as outlined in (i) MDA policies or procedures, (ii) MDA rules for procurement, (iii) PSCRB Rules and Regulations, and/or (iv) competitive bid documents (i.e. RFP, IFB, RFQ, etc.) as applicable;
2. Errors in computing scores which contributed to the selection of an Offeror other than the lowest and best bidder;
or
3. Documented conflict of interest on the part of an evaluator.

(C) Not Subject to Protest

Protests shall not be accepted by the agency where the subject of the protest is:

1. Evaluation Committee members (unless the protest is based on a documented conflict of interest);
2. The professional judgment of the Evaluation Committee including, but not limited to, the scoring by an evaluator;
3. Location of oral presentations (when required);
4. Time of oral presentations (when required);
5. Late submission of proposal;
6. Modification of any portion of the RFP when done in accordance with policy and process as outlined in (i) MDA policies or procedures, (ii) MDA rules for procurement, (iii) PSCRB Rules and Regulations, and/or (iv) competitive bid documents (i.e. RFP, IFB, RFQ, etc.) as applicable;
7. MDA's assessment of its own needs/requirements regarding the subject of the procurement.

(D) Form

Protest should be hand-delivered or mailed to the Executive Director's Office. The envelope should be labeled "Protest."

The written protest shall include as a minimum the following:

1. The name and address of the protestor;
2. Appropriate identification of the procurement;
3. A statement of reasons for the protest; and,
4. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

(E) Requested Information; Time for Filing

Any additional information requested by the agency from the protester shall be submitted within the time period established by the agency. Failure to comply expeditiously with a request for information by the agency may result in resolution of the protest without consideration of any information which is untimely filed pursuant to such request.

(F) Making Information on Protests Available

The agency shall upon written request make available to any interested party information submitted that bears on the substance of the protest except where information is proprietary, confidential, or otherwise permitted or required to be withheld by law or regulation. Persons who wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted, and indicating on the front page of each document that it contains such information. The availability of such information to third parties shall be in compliance with Mississippi Public Records Act, Miss. Code Ann. 25-61-1, *et seq.*

Effect of Judicial or Administrative Proceedings

In the event an ongoing protest becomes the subject of a legal proceeding, the agency shall suspend its investigation pending the outcome of any proceeding. The Executive Director or his designee shall not act on the protest, but refer the protest to the agency's legal counsel.

GENERAL TERMS AND CONDITIONS:

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

For the Contractor:

Name, Title, Contractor, and Address

For the MDA:

Manning McPhillips, Chief Administrative Officer, Mississippi Development Authority, 501 N. West Street, 15th Floor, Jackson, MS 39201-1001.

2. Termination for Default Clause--If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the MDA will thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination. In that event, any furnished or unfurnished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other materials prepared by the Contractor under this Contract will, at the option of the MDA, become the MDA's property. The Contractor will be entitled to receive just and equitable compensation for any satisfactory work completed and delivered under the terms of this Contract.

Notwithstanding the above paragraph, the Contractor will not be relieved of liability to the MDA for damages sustained by the MDA by virtue of any breach of this Contract by the Contractor, and the MDA may withhold any payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the MDA from the Contractor is determined.

3. Termination for Convenience Clause—

1. *Termination.* The Procurement Officer of the MDA may, when the interests of the MDA so require, terminate this Contract in whole or in part, for the convenience of the MDA. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.
2. *Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated work, and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the MDA. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. The Contractor shall be entitled to compensation for services performed up to the date of termination, and authorized and accepted by the MDA.

4. Modification or Renegotiation--This Contract may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or State revisions of any applicable laws or regulations make changes in this Contract necessary.
5. Change in Scope of Work--The MDA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor, or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by the MDA and the Contractor.

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the MDA in writing of this belief. If the MDA believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Scope of Services

6. Anti-Assignment/Subcontracting--The Contractor acknowledges that it was selected by the MDA to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign,

subcontract or otherwise transfer this Contract in whole or in part without the prior written consent of the MDA, which the MDA may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the MDA of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the MDA in addition to the total fixed price agreed upon in this Contract. Subcontracts shall be subject to the terms and conditions of this Contract and to any conditions of approval that the MDA may deem necessary. Subject to the foregoing, this Contract shall be binding upon the respective successors and assigns of the parties.

7. Interest of the Contractor and the Contractor's Employees--The Contractor covenants that neither it nor its employees presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.
8. Confidential Information--"Confidential Information" shall mean (a) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential, and (b) all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the MDA and any other information designated in writing as confidential by the MDA. Each party to this Contract agrees to protect all confidential information provided by one party to the other; to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or federal law and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its Subcontractor shall rest with Contractor. Disclosure of any confidential information by the Contractor or its Subcontractor without the express written approval of the MDA shall result in the immediate termination of this Contract.
9. Officials Not to Benefit--No member of or delegate to the Congress of the United States of America, and no Resident Commission will be admitted to any share or part thereof or to any benefit to arise here from.
10. Ownership of Documents and Work Papers--The MDA shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this Contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to MDA upon termination or completion of this Contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDA and subject to any copyright protections.
11. Record Retention and Access to Records--Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the MDA or any duly authorized representatives, shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor shall retain all records related to this Contract for three (3) years after final payment is made under this Contract and all pending matters are closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
12. Personnel--The Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of, or have any contractual relationship with the MDA. All of the services required hereunder will be performed by the Contractor under its supervision, and all personnel engaged in the work will be fully qualified and will be authorized or permitted under State and local law to perform such services.
13. Right to Inspect Facility--The MDA may at reasonable times, inspect the place of business of a Contractor or any Subcontractor, which is related to the performance of any contract awarded by the MDA.
14. Disputes--Any dispute concerning a question of fact under this Contract, which is not disposed of by agreement of the parties, shall be decided by the Executive Director of the MDA or his designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute breach under the terms of this Contract. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

15. Waiver--No delay or omission by either party to this Contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this Contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this Contract will void, waive, or change any other term or condition. No waiver by one party to this Contract of a default by the other party will imply, be construed as or require waiver of future or other defaults.
16. Severability--If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Contract that can be given effect without the invalid or unenforceable provision, and to this end, the provisions hereof are severable. In such event, the parties shall amend the Contract as necessary to reflect the original intent of the parties, and to bring any invalid or unenforceable provisions in compliance with applicable law.
17. 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 the State. The Contractor shall comply with applicable federal, State and local laws and regulations.
18. Compliance with Laws--The Contractor understands that the MDA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State or local laws. All such discrimination is unlawful and the Contractor agrees during the term of this Contract that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now exists and as may be amended or modified.
19. Representation Regarding Gratuities--The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
20. Procurement Regulations--The Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 E. Capitol Street, Suite 800, Jackson, Mississippi, for inspection or downloadable at www.mspsb.ms.gov.
21. Availability of Funds--It is expressly understood and agreed that the obligation of the MDA to proceed under this Contract agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Contract are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDA, the MDA shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Contract without damage, penalty, cost or expenses to the MDA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
22. Indemnification--To the fullest extent allowed by law, the Contractor will indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi and the MDA from and against all claims, demands, liabilities, suits, actions damages, losses, and any costs related thereto, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees resulting from any negligent acts or misconduct of the Contractor, its agents, or employees.
23. Integrated Agreement/Merger--This Contract, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. This Contract may be altered, amended, or modified only by a written document executed by the MDA and the Contractor. The Contractor acknowledges that it has thoroughly read all Contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this Contract shall not be construed or interpreted in favor of or against the MDA or the Contractor on the basis of draftsmanship or preparation hereof.
24. Oral Statements--No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Contract. The MDA must make all modifications to the Contract in writing.
25. Third Party Action Notification--Contractor shall give the MDA prompt notice in writing of any action or suit filed, and prompt notice of any claim against the Contractor by any entity that may result in litigation related in any way to this Contract.

26. Independent Contractor Status--The Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the MDA. Nothing contained herein shall be deemed or construed by the MDA, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the MDA and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDA or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the MDA and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MDA. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDA; and MDA shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The MDA shall not withhold from the contract payments to the Contractor any federal or Mississippi unemployment taxes, federal or Mississippi income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the MDA shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State of Mississippi for its employees.

27. Stop Work Order--

1. Order to Stop Work. The Procurement Officer of the Department, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either: (a) cancel the stop work order; or (b) terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this Contract.
2. Cancellation or Expiration of the Order. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the Contract shall be modified in writing accordingly, if: (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and (b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
3. Termination of Stopped Work. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
4. Adjustments of Price. Any adjustment in Contract price made pursuant to this clause shall be determined by mutual consent of the parties.

28. Representation Regarding Contingent Fees--

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

29. Certification of Independent Price Determination--

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

30. E-payment The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The MDA agrees to make payments in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated § 31-7-301 et seq., which generally provides for payment on undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

31. E-Verify The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Contract and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
32. Transparency - This Contract, including any accompanying exhibits, attachments and appendices, is subject to the “Mississippi Public Records Act of 1983”, codified as Section 25-61-1 *et seq.*, Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Contract is required to be posted to the Mississippi Department of Finance and Administration’s independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
33. Non-exclusivity – Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the MDA from acquiring other services for projects specific in scope.

THE FOLLOWING RESPONSE FORMAT SHALL BE USED FOR ALL SUBMITTED PROPOSALS:

- A. Completed and signed Request for Proposal Submission Form (included)
- B. Management Summary: Provide a statement indicating the underlying philosophy of the Proposer in providing the service.
- C. Proposal: Describe in detail how the service will be provided. Include a description of major tasks and subtasks. A timeline for execution shall be included in this section.
- D. Corporate experience and capacity: Describe the experience of the Proposer in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.
- E. Personnel: Attach resumes' of all those who will be involved in the management of this project that include their experience in the area of service delivery. Indicate the level of involvement by principals of the Proposer in the day-to-day operation of the contract.
- F. References: Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.
- G. Acceptance of conditions: Indicate any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirements listed.
- H. Additional data: Provide any additional information that will aid in evaluation of the response.
- I. Cost data: Estimate the total cost of the service. Cost data submitted at this stage is not binding and is subject to negotiation if your proposal is chosen as a finalist. Include the number of personnel to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart). Hourly rates shall include all overheads, direct, indirect, fringe and other miscellaneous expenses. Lodging, travel, rental cars (or company vehicles), per diem, gas and cell phones should be included in the cost data and will not be reimbursed separately. Lodging arrangements will be the responsibility of the successful Proposer.

MISSISSIPPI DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL
FOR MDA'S DISASTER RECOVERY CDBG PROGRAMS
SUBMISSION FORM

RFP #

Company _____

Address _____

Contact Person _____

Telephone Number _____

Email _____

NOTE: It is the Proposer's responsibility to provide adequate information in their proposal package to enable MDA to ensure that the proposal meets the required criteria. Items listed in the package shall be in the same order as listed in the specifications. Failure to do so could result in the rejection of the proposal.

EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of MDA, or members of his/her family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

CONFLICTS OF INTEREST

The Proposer is is not aware (mark one box) of any information bearing on the existence of any potential organizational conflict of interest.

COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards. I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

Signature Date: _____

Name (Printed): _____

Title: _____

Signature: _____

1.