

NOTICE TO BIDDERS
AUCTIONEER SERVICES 010-08
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Mississippi in addition to the requirements of this form.

Sealed bids will be received by Office of Support Services, Mississippi Emergency Management Agency, #1 MEMA Drive, Pearl, Mississippi, until 10 a.m. Nov. 17, 2010, and there publicly opened and read.

Bid No. 010-08 entitled: Auctioneer Services for Surplus Mississippi Park Models and Mississippi Cottages (one, two and three bedroom) units at the cottage storage site in Perkinston, Mississippi.

Specifications for Auctioneer Services and Bid Form are attached.

Any conversation with any employee of MEMA is not authorized, nor is MEMA responsible for information provided by an employee except as detailed below.

It shall be incumbent upon the Auctioneer to understand the attached specifications. Any request for clarification shall be made in writing and submitted to the Office of Support Services, Procurement Division by noon, Wednesday, Nov. 10, 2010. Requests for clarification may be submitted by fax, to the attention of Edward Williams, at 601-933-6806 or by email to ewilliams@mema.ms.gov. Failure to conform to this requirement may be cause for your bid to be rejected. Offerors shall rely only on this bid invitation and any written communications from the MEMA Procurement Division in submitting bids.

Bids must be made on forms furnished by MEMA or they will not be considered. Letters will NOT be considered a part of your bid and any alteration of the bid forms (including the specifications) in any manner shall be considered non-conforming and shall be rejected.

The Auction Company understands that MEMA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration, and the Auction Company agrees during the term of the agreement that the Auction Company will strictly adhere to this policy in its employment practices and provision of services.

MEMA reserves the right to reject any or all bids.

MEMA reserves the right to waive minor technicalities on bid proposals and specifications when it is in the best interest of MEMA.

Unless otherwise specified, all formal bids shall be binding for a minimum of 60 days after opening. If a bid is withdrawn after opening, Vendor will be removed from the list of eligible bidders for a period of 12 months.

The award, if made, will be by MEMA within 60 days after opening the proposal. The purchase must be approved by the Office of Purchasing and Travel. Orders placed by a bidder prior to the

receipt of a Purchase Order will be at the bidders "OWN RISK" and MEMA will not be held liable for such action.

Bids should be submitted in **sealed** opaque envelope addressed as follows:

Bid 010-08
Edward Williams, Purchasing Officer
Mississippi Emergency Management Agency
#1 MEMA Drive
Pearl, MS 39208

Indicated in lower left-hand corner of envelope:

Auctioneer Services Bid No. 010-08
Bid due: 10 am, Wednesday, November 17, 2010

Mississippi Emergency Management Agency
By: Edward Williams, Purchasing Officer

Dates of Publication: October 29, 2010
November 5, 2010

**MISSISSIPPI PARK MODEL AND MISSISSIPPI COTTAGE AUCTION
SPECIFICATIONS AND BID FORM FOR AUCTIONEERS**

Provide a Public Auction for the Mississippi Emergency Management Agency surplus Mississippi Park Model and Mississippi Cottages as follows:

LOCATION: 347 Beaver Dam Road, Perkinston, MS 39573

DATE: Auction To Be Held Within 120 Days of Bid Opening, Final Date To Be Announced

TIME: To Be Announced

This auction must be performed by a company that can produce documentation as proof that it is a “complete auction company” as required in item number seven (7) listed on the following sheets. The bidder must initial in the blanks provided as acknowledgement of the requirements.

MISSISSIPPI PARK MODEL AND MISSISSIPPI COTTAGE AUCTION

The company must provide:

Acknowledgement of Liability Insurance Requirement – Offeror must acknowledge and agree that a Certificate of Insurance for onsite liability insurance during the period of auction activity in the amount of \$1,000,000 will be required of the chosen Offeror prior to contract initiation.

Certification of Independent Price Determination – The Offeror certifies that the prices submitted in response to the Invitation for Bids, have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit a Bid, or the methods or factors used to calculate the prices in the Bid.

Cashier’s Check, Certified Check, or Bid Bond – Proposals must be accompanied by a cashier’s check, certified check, or bid bond in the amount \$5,000 made payable to the Mississippi Emergency Management Agency. If a bid bond is used, it must be signed or countersigned by an agent of a surety company qualified and authorized to do business in the State of Mississippi in accordance with the laws of the State of Mississippi. In addition, said bid bond must be signed by the bidder. Any bid bond which does not contain these requirements shall be considered non-conforming and shall be rejected. Cash, un-certified checks or money orders will not be accepted, in accordance with Section 65-1-85 Mississippi Code of 1972 Annotated.

Immigration Status Certification - Offeror represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. Offeror further represents that it is registered

and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and Offerors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The Offeror acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one year, or (c) both. Offeror also acknowledges liability for any additional costs incurred by the MEMA due to such contract cancellation or loss of license or permit.

Signed and Acknowledged Specifications and Bid Form – The Offeror must complete the following eleven (11) acknowledgements, sign this Specifications and Bid Form, as well as provide any and all documents requested in the following eleven (11) items:

1. The necessary advertisement for the auction as well as an example of the required full color brochure. A marketing campaign will be conducted jointly with MEMA staff and the Auction Company. The Auctioneer's company will also produce a full color brochure for direct mail to Auction Company's established, well-maintained mailing list. Auction Company must maintain its own website with description and photos of the items to be auctioned. The Auction Company shall be responsible for payment of all advertising and the promotion of the sale. The auction shall be advertised in accordance with Section 8.101.03.7 of the Mississippi Office of Purchasing and Travel and Fleet Management Procurement Manual. Copies of the required advertisement shall be provided to MEMA along with the proceeds check. Any unsold cottage units shall remain the property of MEMA. Advertising will include a statement indicating that current MEMA personnel and their relatives (defined as spouse, child or parent) are ineligible to purchase items in the auction citing Section 25-4-105(3)(b), Miss. Code of 1972, Annotated. Advertising will include statement indicating that any cottage units sold at auction shall be removed at the buyer's expense, and must be hauled and installed according to state law and regulations, including the requirement that a cottage may only be moved by a licensed hauler. Advertising will also include a statement that any cottage units sold at auction but not yet removed from the auction site within 30 days from the date of the auction shall be removed from the site and stored at the cottage purchaser's expense. Must include details of the marketing strategy used to promote the auction.

Acknowledge: _____

2. The Auctioneer's company must insure that the Buyer is well aware that the Mississippi Park Model and Mississippi Cottages are being sold "AS IS" and there are no warranties expressed or implied and particularly there are no warranties of merchantability or fitness for a particular purpose made by MEMA for these Mississippi Park Model and Mississippi Cottages.

Acknowledge: _____

3. After the auction, any cottage units sold at auction but not yet removed from the auction site within 30 days from the date of the auction shall be removed from the site and stored by the auction company at the company's own expense, which may in turn be charged to the cottage purchaser.

Acknowledge: _____

4. The Auctioneer must set up his/her office one (1) day prior to the sale and must inform the MEMA personnel with specifics about how the sale is to be conducted.

Acknowledge: _____

5. The Auctioneer's company must provide all necessary labor on the day of the sale; i.e., auctioneers, ring men, office personnel, post sale cleanup and any other labor associated with the sale. Must include details of level of staffing for the sale.

Acknowledge: _____

6. The accounting function will be the responsibility of the Auctioneer. The Auction Company will be responsible for processing all titles and /or bill of sales and collection of state sales tax when applicable. It will be the Auctioneer's responsibility to verify each Bill of Sale, and to receive all monies from the sale. The Auction Company determines the type(s) of payment acceptable. After both parties have agreed to the monetary total for the sale, the Auctioneer will issue a check in the amount of the total sales minus the Auctioneer's awarded percentage of the gross. This check should be payable to MEMA. **MEMA shall receive a check within 10 business days from date of auction.**

Acknowledge: _____

7. The Auction Company must provide a copy of a current, valid license issued by the Mississippi Auctioneer's Commission and supply a minimum of three (3) references. MEMA reserves the right to contact said references.

Acknowledge: _____

8. The Auction Company must provide all services required for an auction in the strictest accordance with the Mississippi Code 1972 Ann., the State of Mississippi/Department of Finance and Administration/Office of Purchasing and Travel and Fleet Management Procurement Manual, Mississippi State Property Office regulations, and any other applicable law, regulation, or requirement.

Acknowledge: _____

9. The Auction Company shall utilize the storage location in Perkinston, Mississippi for the auction and work with MEMA staff and/or MEMA's contractors to ensure units are displayed for the public prior to the auction. Insurance of the items shall be maintained at all times by MEMA, until sale of units are final.

Acknowledge: _____

10. The Auction Company will charge no fees to the buyer(s).

Acknowledge: _____

11. The Auction Company will provide real-time online internet bidding through a website made available to those who are allowed to participate in the auction.

Acknowledge: _____

In order to evaluate bids on an equal basis, MEMA requests that the bid price be submitted by a percentage of gross sales.

Bid Award: based according to percentage

SIGNATURE

TITLE

COMPANY

PHONE NUMBER

ADDRESS

CITY

STATE

ZIP CODE

PRICE SHEET BID FORM

Straight Commission Sale: A straight commission of _____ Percent (%) of the last bid made or received, “hammer price”.

No Buyer Fee/Buyers Premium allowed

SURETY PROVIDED: TYPE _____

COMPANY/BANK: _____

AMOUNT: \$ _____

ORIGINAL WITH BID # _____

GENERAL CONDITIONS

Bidders must comply with all rules, regulations and statutes relation to purchasing in the State of Mississippi in addition to the requirements of this form.

ALL BIDS SUBMITTED MUST BE IN COMPLAINT WITH THE GENERAL CONDITIONS SET FORTH HEREIN. ALL VENDORS ARE OBLIGATED TO READ, UNDERSTAND AND AGREE TO THESE CONDITIONS WHEN SUBMITTING A BID FOR A BID TO BE CONSIDERED RESPONSIBLE

1. TAXES

1.1 MEMA is exempt from Federal excise taxes and state and local sales or use taxes and bidders must quote prices which do not include such taxes. Exemption certificates will be furnished upon request. Contractors making improvements to, additions to or repair work on real property on behalf of MEMA are liable for any applicable sales or use tax on purchase of tangible personal property for use in connection with the contracts. Contractors are likewise liable for any applicable use tax on tangible personal property furnished to them by MEMA for use in connection with their contracts.

2. GIFTS, REBATE, GRATUITIES

2.1 Acceptance of gifts from contractors prohibited. No officer or employee of the Office of Procurement and Contracts, no any head of any state department, institution or agency, no any employee of any state department, institution or agency charged with responsibility of initiating requisitions, shall accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of materials, supplies, or equipment for the State of Mississippi may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future rewards or compensation.

2.2 Bidding by state employees prohibited. It is unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise equipment or material, or similar commodity to the State of Mississippi during the tenure of his office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the State.

3. BID INFORMATION

3.1 Bid files may be examined during normal working hours by bid participants. Nonparticipants will be prohibited from obtaining any information relative to the bid until the official award has been made.

4. WAIVER

4.1 The Office of Procurement and Contracts reserves the right to waive any General Conditions or minor specification deviation when considered to be in the best interest of MEMA, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.

5. CANCELLATION

5.1 Any Contract or item award may be cancelled for cause by either party with the giving of 30 days written notice of intent to cancel. Cause for MEMA to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchase; request for increase in prices during the period of the Contract; or failure to perform to Contract conditions. The Contractor shall be required to honor all

purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the Contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by MEMA does not relieve the Contractor of any liability arising out of a default or nonperformance. Cause for the vendor to cancel shall include, but it not limited to, the item(s) being discontinued and unavailable from the manufacturer.

6. ADDENDA

6.1 Addenda modifying plans and/or specifications may be issued if time permits.

Should it become necessary to issue an addendum within the three-day period prior to the bid opening, the Bid date will be reset giving bidders ample time to answer the addendum. When replying to a bid request on which an addendum has been issued, the bid shall indicate that provisions of the addendum have been noted and that the bid is being offered in compliance therewith. Failure to make this statement may result in the bid being rejected as not being in accordance with the revised specifications or plans.

7. ALTERNATIVE BIDS

7.1 Alternative bids unless specifically requested will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specification.

8. SPECIFICATION CLARIFICATION

8.1 Inquiries pertaining to IFBS must include the IFB number and opening date. It shall be incumbent upon all bidders to understand the provisions of the specification and to obtain clarification from the MEMA Office of Procurement and Contracts prior to the time and date set for the bid opening. Such clarification will be answered only in response to a written request. No clarification will be offered as a response to a telephone request.

9. BID OPENINGS

9.1 Bid openings will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any vendor as to quality or provisions of the specifications and award will be made either stated or implied at the bid opening.

10. EQUAL EMPLOYMENT OPPORTUNITY

10.1 This purchase will be subject to the provisions of Executive Order 11246 if it is not otherwise exempt. Except in contracts exempted in accordance with Section 204 of the Executive Order 11246, as Amended, all Government contracting agencies shall include in every Government contract hereafter entered into the following provision. During the performance of this contract, the contractor agrees as follows:

10.1.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in

conspicuous places, available to employees and applications for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 10.1.2 The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 10.1.3 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 10.1.4 The contract will comply with all provision of Executive Order No. 11246 of Sept. 24, 1965, and the rules and regulations and relevant orders of the Secretary of Labor.
- 10.1.5 The contract will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 20165, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 10.1.6 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- 10.1.7 The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1065, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the even the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230].

11. E-PAYMENT AND E-INVOICING

11.1 The state requires the Contractor to submit invoices electronically throughout the term of the agreement. Contractor invoices shall be submitted to MEMA using the processes and procedure identified by the state. Payments by MEMA using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the state. These payments shall be deposited into the bank account of the Contractor's choice. The Contractor understands and agrees that the state is exempt from the payment of taxes. All payments shall be in United States currency.

12. E-VERIFICATION

12.1 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 State 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. The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following:

12.1.1 Termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public or,

12.1.2 The loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or,

12.1.3 Both.

12.2 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.

ATTACHMENT A
EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subcontractor(s) verification of compliance with the Mississippi Employment Protection Act on the provided MEMA-approved form. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC at the time such subcontractor(s) is retained for the benefit of the MTC or this Contract.

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____
Authorized Officer or Agent

Date

Printed Name of Authorized Officer
or Agent

Title of Authorized Officer of Agent of
Contractor

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____,
201____.

NOTARY PUBLIC
My Commission Expires: _____