

Requests for Quotes

Lyman Fish Hatchery 125 Kw Generator



ENHANCE ★ PROTECT ★ CONSERVE

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
1141 BAYVIEW AVENUE
BILOXI, MISSISSIPPI 39530

Contact: Vandy Mitchell – Procurement@dmr.ms.gov

1.01 PURPOSE

The Mississippi Department of Marine Resources is soliciting quotations from qualified contractors to provide a new 125 Kw Generator with complete installation for the Lyman Fish Hatchery, in accordance with the specifications contained herein.

1.02 RECEIPT OF QUOTATIONS

Please e-mail quote to:

Mississippi Department of Marine Resources
Attn: Vandy A. Mitchell
1141 Bayview Avenue
Biloxi, Mississippi 39530
(228) 523-1222
procurement@dmr.ms.gov

Quotes are due no later than 2:00 p.m. January 12, 2017. **Quotes must be submitted on Mississippi Department of Marine Resource's, Section 4.01.** To receive consideration for award, the quote Price Sheet shall be completed and signed by an authorized representative of the Respondent. The Mississippi Department of Marine Resources will assume no responsibility for any delays resulting in a quote being received late.

All quotations submitted shall remain open for thirty (30) days from the receipt date. The Mississippi Department of Marine Resources reserves the right to request an extension of the thirty (30) day period and reserves the right to reject any and all quotes.

1.03 QUOTE PRICE AND EFFECTIVE DATE

Quote price shall include everything necessary for the prosecution and completion of the purchase order ("contract") including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this quote. The resulting purchase order shall be firm and fixed-price.

State of Mississippi sales/use taxes shall not be included in the quote price. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Quote price.

1.04 INQUIRIES AND COMMUNICATIONS

Inquiries concerning the Quote process shall be directed to:

Mississippi Department of Marine Resources
Phone: (228) 523-1222
Vandy A. Mitchell
1141 Bayview Drive
Biloxi, MS. 39530
email: procurement@dmr.ms.gov

Communications with other than the above listed Mississippi Department of Marine Resources staff concerning this Quote may cause the firm to be subject to disqualification by the Mississippi Department of Marine Resources.

1.05 SCHEDULE FOR CONTRACTOR SELECTION

The following is a schedule for these events:

<u>Day/Month/Year</u>	<u>Event</u>
December 21, 2017	Release of Quote
January 12, 2017	Quote Due Date (Quotes are due no later than 2:00 p.m.)
*January 19, 2017	Expected date to issue the Intent to Award
*January 19, 2017	Expected date to issue Notice to Proceed

*NOTE: Dates followed by an asterisk are estimated dates. Estimated dates are for information only.

1.06 PRE-QUOTE MEETING

A pre-quote on site visit will be held at the Lyman Fish Hatchery located at 16193 Fish Hatchery Road, Gulfport, MS 39503, on **Thursday, January 5, 2017 at 10:00 a.m.** The contractor or his designee are **strongly urged** to be present at the pre-quote site visit prior to submitting a quote. **This will be the only opportunity for contractors to visit the Lyman Fish Hatchery for this project. There will be no unscheduled site visits allowed.**

1.07 CONTRACTOR'S REPRESENTATION

The submission of a quote shall constitute an acknowledgment upon which the Mississippi Department of Marine Resources may rely that the Respondent has thoroughly examined and is familiar with the Quote, including any work site identified in the quote, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Respondent to receive or examine such documents, work sites, statutes, regulations, ordinances or resolutions shall in no way relieve the Respondent from any obligations with respect to its quote or to any purchase order awarded pursuant to this Quote. No claim for additional compensation will be allowed which is based upon

a lack of knowledge or misunderstanding of this Quote, work sites, statutes, regulations, ordinances or resolutions. The Contractor by making its quote represents that it has read and understands the specifications; and is familiar with the site and familiarized itself with the local conditions under which the work is to be performed.

1.08 REJECTION OF QUOTES

The Mississippi Department of Marine Resources reserves the right to reject any quote for any reason including, but not limited to the following: any quote which is incomplete, obscure, irregular or lacking necessary detail and specificity; any quote which has any qualification, addition, limitation or provision attached to the quote; any quote from Respondents who (in the sole judgment of the Mississippi Department of Marine Resources) lack the qualifications or responsibility necessary to perform the work; any quote which is not approved as being compliant with the requirements for equal employment opportunity; any quote for which a Respondent fails or neglects to complete and submit any qualification information within the time specified by the Mississippi Department of Marine Resources and any quote submitted by a Respondent which is not registered or licensed as may be required by the laws of the state of Mississippi or local government agencies.

In consideration for the Mississippi Department of Marine Resource's review and evaluation of its quote, the Respondent waives and releases any claims against the Mississippi Department of Marine Resources arising from any rejection of any or all quotes, including any claim for costs incurred by Respondents in the preparation and presentation of Quotes submitted in response to this Quote.

SPECIFICATIONS AND REQUIREMENTS

2.01 SCOPE OF WORK

The MDMR requires the services of a contractor for the purchase and the installation of a permanently installed diesel fueled standby generator equipped with self-monitoring, self-diagnostic features, and remote annunciator and emergency stop system for the Lyman Fish Hatchery, which is located at 16193 Fish Hatchery Road, Gulfport, Mississippi 39503.

2.02 SCHEDULE

The contractor has fifteen (15) calendar days to complete this project once work has begun. Work must be completed no later than March 15, 2017.

2.03 LOCATION AND PERFORMANCE OF THE WORK

The work shall be performed at the Mississippi Department of Marine Resources Lyman Fish Hatchery:

16193 Fish Hatchery Road
Gulfport, Mississippi 39503

2.03 MATERIAL SPECIFICATIONS

The contractor shall supply and install all materials per the manufacturer's instructions and specifications to ensure full warranty of the products.

The following specifications shall include minimum requirements, unless otherwise stated, to include all genuine parts, accessories, equipment and safety features considered standard whether mentioned herein or not. The generator shall comply with all applicable NEMA codes, NFPA fire prevention and electrical codes, and state and local regulations.

All work and installations performed shall be completed per the manufacturer's specifications and in accordance with applicable Uniform Construction Code.

Outdoor Diesel Emergency Generator (1 each)

Furnish one (1) continuous, standby rated, outdoor, skid-mounted, diesel emergency generator set with sub-base fuel tank, weather-tight enclosure, and remote annunciator panel, to be delivered to the Lyman Fish Hatchery at 16193 Fish Hatchery Road, Gulfport, Mississippi 39503. The incoming freight and placement of the generator at the Lyman Fish Hatchery shall be included in the bid price.

125kW (156kVA)

480Y/277 Volts AC

3 phase, 60Hz, approximately 188 amps,

Warranty: Two (2) year parts and labor from the date of site start-up.

Manuals: Two (2) complete sets of Operators & Maintenance Manuals.

Without intending to limit and/or restrict the equipment and materials required by these specifications, the diesel generator system shall be provided with, but is not limited to, the following:

Engine:

- Heavy Duty Air Cleaner with Service Indicator
- 50 C Ambient Radiator
- Electronic Isochronous Governor with 0.25% Frequency Regulation

Alternator:

- Brushless Rotating Field Generator with Class H Insulation
- 0.25% AVR, 3 Phase Sensing w/PMG
- Tropical Coating

Circuit Breaker:

- 400 Amp, T5 Frame, 100% Rated, Electronic Trip (Long & Short), Main Line Circuit Breaker

Analog Control Panel:

- Analog Control Panel must be equipped with AC Voltage Frequency, Percent of Load, Run Time Metering, Oil Pressure, Water Temperature, Battery Voltage and RPM Gauges.
- Three (3) position Auto-Off Manual Control Switch
- Manual key override by-pass switch

Heater:

- 120 Volt, 1500Watt Block Heater

Battery System:

- 12 Volt Lead Acid Battery
- 6 Amp/12 Volt Battery Charger

Enclosure:

- Rust Resistant Steel
- Lockable Doors
- Stainless Steel Hinges and Hardware
- Powder Coat Finish

Fuel Tank:

- 600 Gallon, UL 142, Sub-base Tank
- Emergency & Normal Vents (Internal)
- Low Fuel Level & Fuel in Basin Switch
- Mechanical Fuel Level Gauge
- Fuel Level Sender
- Manual Fill with Locking Cap
- Minimum 48 Hours at 100% Standby Load

Complete Installation:

- Concrete Pad
- Offloading
- Install of Generator
- All Electrical Connections and all Control Wiring
- Block Heater Circuit and Battery Charger
- Startup Inspection Performed and Completion of Installation

2.04 MATERIAL

All materials shall meet or exceed industry standards for the type of work and meet all governing codes and regulations. All material shall be new and free from defects.

2.05 PROJECT WORK HOURS

The work hours for this project are Monday through Friday 7:00 a.m. to 3:30 p.m. Any work before or after these times shall be preapproved by the Mississippi Department of

Marine Resources. All work shall be done in such a manner as to minimize the negative impacts to the Mississippi Department of Marine Resources operations.

2.07 PRE- CONSTRUCTION MEETING

The pre-construction meeting will be conducted within five (5) calendar days after the Notice to Proceed (NTP) has been issued. The purpose of this meeting is to introduce attendees, establish the lines of communication, and ensure that the contractor understands the safety and contractual requirements of the project. At a minimum, the conference shall be attended by the Contractor's Project Manager and representatives from the Mississippi Department of Marine Resources.

2.08 PRE-CONSTRUCTION SUBMITTALS

The contractor shall provide the Mississippi Department of Marine Resource's Project Manager a construction schedule at the pre-construction meeting.

The Contractor shall provide the Mississippi Department of Marine Resources with any manufacturer's information for review and approval, regarding equipment or supplies, installed on the Mississippi Department of Marine Resources property.

2.09 MISSISSIPPI DEPARTMENT OF MARINE RESOURCES RESPONSIBILITIES

The Mississippi Department of Marine Resources will supervise the work.

The Mississippi Department of Marine Resources will furnish a staging area for the contractor to use for storage, fabrication and assembly and installation of materials.

The Mississippi Department of Marine Resources will coordinate access to the work site and coordinate all system shutdowns associated with this work, if necessary.

2.10 CONTRACTOR RESPONSIBILITIES

All safety precautions must be taken while performing the work.

The contractor shall clearly identify active areas of work to the public with barriers, signage, and barrier tape.

Contractor shall have a plan to ensure the area is left clean on a daily basis and that no debris is visible. All work shall be secured at the end of each day to prevent vandalism or accidents.

Contractor shall not disrupt the Mississippi Department of Marine Resources operations at the Lyman Fish Hatchery, without prior approval by the Mississippi Department of Marine Resources.

Contractor is expected to deliver and install all materials and labor required to complete the work. Coordination with the Mississippi Department of Marine Resources must occur before mobilization starts.

All security fencing, portable restrooms, barricades, night lighting, security, and any other equipment shall be provided and maintained at the contractor's expense.

Contractor shall provide the Mississippi Department of Marine Resources with an overall schedule indicating how they intend to complete the work based on the Project Work Hours stipulated in the specifications. This schedule shall include any requirements that impact day-to-day operations.

At no time shall the contractor block parking entry or access drives unless previously arranged with the Mississippi Department of Marine Resources.

2.11 CODES & STANDARDS

Contractor shall provide all work in accordance with the State of Mississippi and Harrison County building, fire, mechanical, fuel, and electrical codes. The edition of the code is the one that is in force at the time of bid. The Mississippi Department of Marine Resources has taken every precaution to design this project in accordance with the applicable codes. However, the contractor shall advise the Mississippi Department of Marine Resources immediately of any condition they discover that may be in violation of the code prior to work being done. Any work done by the contractor knowingly in violation of any code shall be corrected at the expense of the contractor.

2.12 PERMITS & FEES

The contractor shall be responsible for providing and paying all fees associated with any and all permits that are required.

2.13 PAYMENT

The lump sum price for the power distribution shall constitute full compensation for all labor, equipment, and materials required to complete the Work.

2.14 WARRANTY

The successful Respondent shall be required to warranty all work and materials awarded to them for a period of not less than one (1) year or the manufacturer's standard period of time from the date of installation and acceptance by the Mississippi Department of Marine Resources Community Transit whichever is greater. The warranty shall cover 100% of all materials, labor, travel and expense.

In addition to the Contractor's obligations to correct all deficient work appearing during the course of performance of this Contract, the Contractor shall remedy all defects due to

faulty materials, equipment, or workmanship which appear within a period of one (1) year from the date of Acceptance of the work under this Agreement, or within such longer period of time as may be prescribed by law or by the terms of any other applicable warranty period as specified or required by the Contract Documents. The provisions of this Article shall apply to work done by Subcontractors, as well as to work done by direct employees of the Contractor.

Terms and Conditions

3.01 PAYMENT TERMS

E-Payment. Contractor agrees to accept all payments in the United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payments in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

Paymode. Payments by state agencies using the State's accounting system 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 State may, at its sole discretion, require the Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

3.02 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MDMR to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of State and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at 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 MDMR, the MDMR shall have the right upon ten (10) working days written notice to Contractor, to terminate this Agreement without damage, penalty, cost or expenses to the MDMR of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

3.03 CERTIFICATIONS

The Contractor certifies the following:

Representation Regarding Gratuities. The Contractor has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

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 compensation, except as disclosed in Contractor's bid or proposal.

3.04 EMPLOYEES AND SUBCONTRACTS

Independent Contractor Status. The Contractor is an independent contractor for MDMR, not an employee, agent, or partner.

Discrimination Prohibited. The MDMR is an equal opportunity employer and maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information or any other consideration made unlawful by federal, state, or local laws. The Contractor agrees to strictly adhere to this policy in its employment practices and provision of services.

E-Verify Program. The Contractor will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, *et.seq.* For anyone hired to perform work in Mississippi, the Contractor must register and participate in the E-Verify Program operated by the United States Department of Homeland Security. The Contractor agrees to maintain records of compliance and to provide a copy of verification to the MDMR on request. The Contractor further represents and warrants that any person assigned to perform services related to this contract meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands that any breach of these warranties may subject it to the following:

- a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three years, with notice of the 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 year, or
- c) both. In the event of termination, Contractor is also liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

3.05 ACCESS TO RECORDS

The Contractor agrees that the MDMR, or any of its duly authorized representatives, at any time during the term of this contract, has access to, and the right to audit or examine any

pertinent documents, paper, and records, related to charge and performance under this contract. The Contractor agrees to refund to the MDMR any overpayments disclosed by an audit. Records must be kept for a period of three years after final payment, unless the MDMR authorizes earlier disposal. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.

3.06 TERMINATION

The MDMR may terminate the contract for any of the following reasons:

- A. for default;
- B. for convenience;
- C. upon bankruptcy; or,
- D. by mutual agreement.

Termination for Default.

Default. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

Compensation. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State

against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this paragraph of this clause, the term "subcontractor" means subcontractor at any tier.)

Erroneous Termination for Default. If after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Termination for Convenience.

Termination. The Agency Head or designee may, when the interest of the State so require, terminate this contract in whole or in part, for the convenience of the State.

The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination Upon Bankruptcy. This contract may be terminated in whole or in part by the MDMR upon written notice to Contractor, if contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

Mutual Termination. Upon agreement of both parties, the contract can be terminated immediately.

In Case of Termination. On the date of termination, the Contractor incurs no further obligations regarding the terminated portion of the work. The MDMR will pay for completed services at the contract price. The MDMR may withhold such sums as the MDMR considers necessary to protect the state against loss because of outstanding liens or claims of former lien holders and to reimburse the MDMR for the excess costs incurred in procuring similar goods and services.

On termination, the Contractor must do all of the following:

1. Terminate outstanding orders and subcontracts as they relate to the terminated work.
2. Settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work.
3. Take timely, reasonable, and necessary action to protect and preserve property in its possession in which the state has an interest.
4. Assign the Contractor's rights, titles, and interest under terminated orders or subcontracts to the state, if requested by the MDMR.

5. If the termination is just for a portion of the work, then complete the non-terminated work duties.

3.07 COMPLIANCE WITH LAWS

Contractor understands that the MDMR is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the Agreement that Contractor will strictly adhere to this policy in her provision of services. Contractor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

3.08 STOP WORK ORDER

- (1) ***Order to Stop Work.*** The MDMR may require the Contractor to stop all work or any part of the work called for by this contract. The order must be identified as a “stop work order” and cite this section of the contract. The written stop work order must not exceed 90 days, unless the parties agree to a longer period. The MDMR may issue the order at any time and without notice to any surety.

The Contractor must comply with the stop work order and take all reasonable steps to minimize costs allocable to the order. Before the stop work order expires, the MDMR may either:

- a) cancel the stop work order; or
 - b) terminate the work covered by the order. If MDMR elects to terminate for default, it does not need to issue a new notice and may terminate immediately.
- (2) ***Cancellation or Expiration of the Order.*** If a stop work order expires or is cancelled, the Contractor may resume work. An appropriate adjustment may be made in the delivery schedule and price if:
 - a) the stop work order results in an increase in the time or cost required for performance of this contract;
 - b) the Contractor asserts a claim for an adjustment within 30 days after the end of the period of work stoppage. The MDMR may waive this time requirement if it decides that the facts justify such an action; and

c) the modifications are put in writing and signed by the parties.

(3) **Termination of Stopped Work.** If a stop work order is not canceled 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.

3.09 CONFIDENTIALITY

Confidentiality. The Contractor must not use or disclose any confidential information. However, nothing in this section precludes the Contractor from disclosing or using confidential information, if:

- a) The confidential information is available to the public or in the public domain at the time of such disclosure or use, without breach of this Agreement;
- b) Disclosure of the confidential information is required to be made by any law, regulation, governmental authority or court; or
- c) The confidential information was received by the Contractor after termination of the service period from a third party that had a lawful right to disclose it to the Contractor.
- d) Contractor must not disclose or discuss the contents of any personnel file except to MDMR personnel that are authorized to receive and review such information.

Transparency. This contract, including all attachments, is under the Mississippi Public Records Act of 1983 (Miss. Code Ann. § 25-61-1 *et seq.* and § 79-23-1) and the Mississippi Accountability and Transparency Act of 2008 (Miss. Code Ann. § 27-104-151 *et seq.*). Unless exempted by a court-issued protective order, a copy of this contract will be posted to the Department of Finance and Administration's website for public access at www.transparency.mississippi.gov. Information identified by the Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required to be kept confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted. In the event the agency receives a public records request for documents containing information identified by the Contractor as trade secrets or proprietary information, the MDMR will notify the Contractor who will be given a reasonable time to obtain a court order protecting the information. *See* Mississippi Code Annotated § 25-61-9(1).

Access to Records

The Contractor agrees that the MDMR, or any of its duly authorized representatives, at any time during the term of this contract, has access to, and the right to audit or examine any pertinent documents, paper, and records, related to charge and performance under this

contract. The Contractor agrees to refund to the MDMR any overpayments disclosed by an audit. Records must be kept for a period of three years after final payment, unless the MDMR authorizes earlier disposal. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.

3.10 LIABILITY AND INDEMNIFICATION

Liability and Indemnity. The Contractor agrees to indemnify, hold harmless and defend the State of Mississippi, MDMR and any and all of its affiliates, directors, officers, agents or employees from and against all loss, injury, damage and legal liability including attorneys' fees and other costs of defense, arising out of any breach of confidentiality, negligent act, error or omission of Contractor, its employees or representatives. The Contractor assumes all liability for work to be performed and for breach of any of the terms of this Agreement. Contractor assumes all liability for workers' compensation and employers' liability coverage for its own employees. Contractor is responsible for and holds MDMR harmless from loss of or damage to Contractor's tools and equipment and rented items which are used or intended for use in performing work, and for any consequential, special or indirect damages, or loss of anticipated profits sustained by Contractor or its independent contractors. Contractor must comply with all applicable laws and government regulations, including OSHA and comparable state requirements.

Attorneys' Fees and Expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligations under this contract, the Contractor must pay to the MDMR all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the MDMR in enforcing this contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances is the MDMR or the State of Mississippi obligated to pay any attorneys' fees or costs of legal action to the Contractor.

3.11 MISCELLANEOUS

Severability. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement remains in full effect.

Entire Agreement. This Agreement and its attachments are the entire understanding between the parties.

Changes. The parties can amend this Agreement only by a written document signed by both parties.

No Delegation (Subcontracting). The Contractor acknowledges that it was selected by the MDMR to perform the work based upon the Contractor's special skills and expertise. The Contractor must not delegate its duties under this Agreement in whole or in part without the prior written consent of the MDMR. The MDMR may, in its sole discretion, approve, approve with conditions, or deny consent without reason. Any attempted delegation or transfer of its obligations without consent is null and void. No approval by the MDMR of any subcontract is consent to increase the maximum price of this contract.

Applicable Law. This Agreement is governed and interpreted by Mississippi law. Any lawsuit arising directly or indirectly out of this Agreement must be litigated in the state courts of Mississippi. The Agreement is further governed by the Mississippi Procurement Manual, available online at <http://www.dfa.ms.gov/dfa-offices/purchasing-travel-and-fleet-management/purchasing-and-travel/procurement-manual/>.

Trade Secrets, Commercial and Financial. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

4.01 PRICE SHEET - REQUEST FOR QUOTATION - Lyman Fish Hatchery Power Distribution System with yearly Maintenance Agreement

DUE DATE: January 12, 2017 at 2:00 p.m.

LUMP SUM QUOTE

The lump sum quote price shall include everything necessary for the prosecution and completion of the services as detailed in the specifications including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities, all management, supervision, labor and service, applicable fees, except as may be provided otherwise in this Quote.

State of Mississippi sales/use taxes shall not be included in the prices

Price Quote			
Item	Description	Qty	Extended Price
#1	The lump sum price quote for a new “125 Kw Generator” at the Lyman Fish Hatchery per the Scope of Work. This shall be full compensation for all work.	LS	\$

PER SPECIFICATIONS OF SUBJECT SOLICITATION:

By responding to this solicitation, Respondent agrees to be bound by all legal requirements and contract terms and conditions contained in this document. Respondent acknowledges receipt and confirms understanding of any and all addenda issued for the subject solicitation.

By completing this form, you are stating that you are an individual authorized to legally commit the Respondent’s company

Continued on next page

Contractor Information	
Company Name	
Your Name/Title	
Address	
Telephone #	
E-mail address	

QUOTE MUST BE SIGNED TO BE ACCEPTED

By: _____

Title: _____
 (Signature of Authorized Official)