



REQUEST FOR PROPOSAL

For

"Invasive Plant Species Assessment and Monitoring" RFP#15-000

**Mississippi Department of Marine Resources
1141 Bayview Avenue
Biloxi MS 39530**

**Contact: Sonja Slater
Sonja.Slater@dmr.ms.gov
Date: March 5, 2015**

INVITATION: The Mississippi Department of Marine Resources (MDMR) is accepting proposals on the following:

“Invasive Plant Species Assessment and Monitoring”

All proposals will be received electronically through the Magic Portal at: <http://www.mdrs.state.ms.us/vendor/index.shtml> until **Monday, May 4, 2015 at 10:00 a.m.** local time. The Bid Opening will occur immediately at the Mississippi Department of Marine Resources (MDMR).

**Mississippi Department of Marine Resources
1141 Bayview Avenue
Biloxi, MS 39530
(228) 374-5000
5th Floor Conference Room**

DESCRIPTION: The Mississippi Department of Marine Resources is hereby requesting written proposals for the project **“Invasive Plant Species Assessment and Monitoring”**.

MDMR will receive proposals from firms having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals for the project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by MDMR may be included elsewhere in the solicitation. Unless otherwise stated, all offerors shall provide references, illustrative examples of similar work performed, and any other information that clearly demonstrates the offerors' expertise in the area of the solicitation.

A selection committee shall review and evaluate all replies. The selection committee will review only the response received to this solicitation and will make final recommendation for the award process. It is therefore important that respondents emphasize specific information pertinent to the work. The contract will be awarded to an experienced applicant that meets or exceeds the qualifications set forth in the RFP. In addition to cost, consideration will be given to:

1. A record of past performance of similar work (40%)
2. Offeror's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the offeror to recommend best practices and to provide a work product that is legally defensible (20%)

3. The personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting (20%)
4. Understanding of the proposal and its objectives (10%)
5. Price (10%)

TIMELINE:

| | |
|--|--|
| Request for Proposal (RFP) Issue Date: | March 5, 2015 |
| Ads to run in the Paper | March 11, 2015 and March 20, 2015 |
| Bid Package Submission Deadline: | May 4, 2015, 10:00 AM CST |
| Bid Opening: | May 4, 2015, 10:00 AM CST |

MDMR CONTRACT AND QUESTIONS/REQUEST FOR CLARIFICATION:

1. All questions, request for clarification, and bids **must** be submitted through the Magic portal at: <http://www.mmrs.state.ms.us/vendors/index.shtml>.
2. All questions and answers will be published on the MDMR website (<http://www.dmr.ms.gov>) and the Magic Portal <http://www.mmrs.state.ms.us/vendors/index.shtml> in a manner that all bidders will be able to view.
3. The MDMR will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person.
4. Should an amendment to the IFB be issued, it will be posted on the MDMR website (<http://www.dmr.ms.gov>) and the Magic Portal <http://www.mmrs.state.ms.us/vendors/index.shtml> in a manner that all bidders will be able to view. Further, bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received through the Magic Portal System. It is the bidder's sole responsibility to monitor the website for amendments to the IFB.

5. Bid package should also include the following: Bid number, opening date, Agency's name and address.

1.0 SPECIFICATIONS, TERMS AND CONDITIONS FOR THE PROJECT "INVASIVE PLANT SPECIES ASSESSMENT AND MONITORING".

1.1 DETAIL DESCRIPTION: The Mississippi Department of Marine Resources Coastal Preserves Program is seeking proposals for qualified and experienced contractor(s) to identify, map and monitor invasive plant species on 26 preserve sites totaling 3,071.4 acres (Figure1) in coastal Mississippi as part of on-going invasive species management program. A map of proposed monitoring sites is included in Appendix A.

This project will occur in two stages. The first stage will be to locate and quantify infestations of Chinese Tallow (*Triadica sebifera*), cogongrass (*Imperata cylindrica*) and selected other non-native invasive plant species before control measures are taken. The second stage of the project will be to repeat the monitoring each year for two years following invasive species treatment (i.e. three rounds of surveys). The follow-up monitoring will be conducted to gauge the effectiveness of the management efforts, document the occurrence of new invasive species and record any apparent damage to native vegetation due to the invasive species treatment. Proposals should include a description of the proposed monitoring strategy for different habitat types and anticipated outcomes. The successful proposal will utilize monitoring methodologies that can detect invasive species outbreaks at the earliest stages as well as accurately quantify existing invasions.

Proposals should be based on cost of completed Stage 1 and 2 surveys for each preserve property listed (quoted by preserve site). Sites will vary by habitat, condition, and access. Site access information is available on the attached site data sheets (Appendix C.) and should be factored into quotes. Initial contract shall be for a period of three years with the potential for a subsequent one year renewal based on the mutual agreement of the Coastal Preserves Program and the contractor with no changes in parcel survey rates, unless mutually agreed upon by MDMR staff and contractor. If the successful bidder(s) total cost to monitor all 26 parcels exceeds available funding, MDMR reserves the right to reduce the number of parcels monitored in the contract award to meet budgetary requirements. MDMR further retains the right to prioritize and select which of the Priority Preserve parcels are monitored with the available funding.

Figure 1. List of Priority Coastal Preserve Properties for Invasive Species Monitoring:

| Site Map Number | Site Name | Approximate Monitoring Acreage |
|-----------------|---|--------------------------------|
| 1 | Hancock County Marsh Preserve – Wachovia | 924 |
| 2 | Hancock County Marsh Preserve – Nugent | 125 |
| 3 | Hancock County Marsh Preserve - Reynolds | 10 |
| 4 | Hancock County Marsh Preserve – Pipeline | 16 |
| 5 | Hancock County Marsh Preserve – Ladner | 273 |
| 6 | Hancock County Marsh Preserve – Beckendorf | 203 |
| 7 | Hancock County Marsh Preserve – Ole Miss | 86 |
| 8 | Hancock County Marsh Preserve – Joyner | 43 |
| 9 | Grand Bayou Preserve – Gex Tract | 39 |
| 10 | Bayou LaCroix Preserve – Admiral Isles | 56 |
| 11 | Wolf River Preserve – De’Lisle | 357 |
| 12 | Bayou Portage Preserve | 9 |
| 13 | Wolf River Preserve – Bells Ferry | 104 |
| 14 | Biloxi River Preserve – International Paper | 40 |
| 15 | Biloxi River Preserve - Krohn | 33 |
| 16 | Biloxi River Preserve - Lakeview | 5 |
| 17 | Deer Island Preserve | 204 |
| 18 | Hellmer’s Lane | 1 |
| 19 | Old Fort Bayou Preserve - Lemon | 5 |
| 20 | Old Fort Bayou Preserve – Twelve Oaks | 18 |

| | | |
|----|---|-----|
| 21 | Davis Bayou Preserve | 7.4 |
| 22 | Graveline Bay Preserve | 47 |
| 23 | Pascagoula River Preserve- Indian Point | 405 |
| 24 | Pascagoula River Preserve - Turner | 12 |
| 25 | Grand Bay Preserve – Estabrook | 30 |
| 26 | Grand Bay Preserve - Savanna | 19 |

1.2 BACKGROUND: The Mississippi Coastal Preserves Program (MCP) was created in 1992 to identify, acquire, protect and manage Mississippi coastal wetland habitats and associated resources, recognizing that the abundance and productivity of natural resources occupying Mississippi's coastal waters is a product of the quantity and quality of the wetland habitat. Invasive species detection, characterization and control are essential to maintaining a healthy coastal economy and environment.

1.3 SCOPE OF WORK AND SERVICES:

1. Safety – The contractor will be solely and completely responsible for safety at the job site as well as during travel to and from the job site. Safety provisions shall conform to U.S. Department of Labor (OSHA), and all other applicable federal, state, county and local laws, ordinances, codes and regulations. Where any of these requirements are in conflict, the more stringent requirement shall be followed. Failure to have knowledge of any applicable safety provision will not relieve the contractor from compliance with the obligations and penalties set forth therein. The MDMR reserves the right to make safety inspections any time the contractor is on Coastal Preserve property and to ensure safety rules are not being violated.
2. Biosecurity – The contractor shall take all necessary precautions and use best management practices to prevent the spread of invasive species as a result of the monitoring activities. The successful contractor will have a biosecurity protocol as part of their standard operating procedure. MDMR reserves the right to inspect any items used on Coastal Preserve properties for the presence of invasive species or their propagules.

3. List of Priority Invasive Species to be Monitored and Mapped - The priority list of species (Appendix B) is based on deleterious plants that are known to exist in or occur near Coastal Preserve properties. The successful proposal will outline strategies that focus on providing precise characterizations of the high-impact invasive plants that will be the primary targets of treatment while providing sufficient detail to make treatment decisions about the other species on the list. The primary plants targeted for treatment include Chinese tallow, cogongrass and kudzu.

These lists may not reflect all exotic plants found during monitoring activities and is subject to change due to the dynamic nature of biological invasions. The successful contractor will include a provision in their proposal to notify MDMR Coastal Resources personnel if other exotic invasive species are detected during the monitoring/mapping activities. If deemed appropriate by MDMR, any newly-found exotic species can be added to the Priority Invasive Plants list and included in future surveys.

4. Sampling Methodology – Ground sampling for invasive species can be conducted using any generally accepted sampling method including point, transect, swath, plot or combination of methods. Sample sites can be chosen randomly or can be biased to maximize invasive species detection thresholds. Different Coastal Preserve properties may require different approaches in sampling due to vegetation type, habitat disturbance, habitat type and/or accessibility. The successful contractor will propose a sampling methodology for each preserve parcel or habitat type with sufficient detail and replication to accurately depict invasions of plants at the herbaceous, understory and canopy levels. Post treatment monitoring locations and methodology must duplicate pre-treatment sampling for each parcel surveyed in sufficient detail to assess treatment effectiveness.

Establishment of Permanent Sampling Sites – At each sampling site the contractor will install a durable marker that bears the identification code for the site and provide GPS coordinates for each site. Marker should be made of material durable enough to last the duration of the project period and should be mapped and marked for easy relocation.

5. Data Collection –[Regardless of sampling type or methodology used, the following data must be collected for each sampling unit:] The assessment must provide data and maps in sufficient detail to characterize each site in terms of invasive species to be used for the treatment phase of the project.

| Data to Collect | | |
|------------------------|--|--------------------------|
| General | Plant (for each inv. species sighted) | Environment |
| Name of surveyor | Name of plant | Habitat type |
| Date of survey | Density, % cover (measure of abundance) | Disturbance |
| Parcel surveyed | Area infested | Damage to native species |
| Sample Site ID | Gross (entire surveyed) area | |
| Survey type | Plant condition or status | |
| Site Photo | Plant life stage | |

6. Initial Site Visits – Prior to beginning any monitoring activities on a given Coastal Preserve, the contractor’s field personnel must complete an initial site visit with MDMR personnel. The site visit will allow field personnel to see the property boundaries, the monitoring area and the expected invasive species and densities that will be encountered. MDMR personnel will also provide information about property access, site-specific conditions as well as any known safety hazards. Applicants are encouraged to arrange pre-proposal site visits as needed to aid in determining their operating costs.

Transportation by boat to preserve parcels that are only accessible by water will be provided for pre-proposal site visits only unless other arrangements have been made. The successful contractor should have the ability to transport field personnel and equipment needed to any given monitoring site.

7. Communication and Coordination with Coastal Preserves Personnel – MDMR Coastal Preserves personnel must be notified daily prior to beginning work on any monitoring area. Notification must include the following information: site location(s), name and phone contact for field supervisor and estimated time of arrival and departure from each site. Notification can be sent via phone, text or email the day before or the day of work as long as notification is sent before work commences. If work is cancelled due to weather or other circumstances MDMR must be similarly notified. Lack of compliance with the notification requirements will result in early termination of contract.

Coastal preserve personnel reserve the right to accompany the field crew on any work day to observe survey methods, confirm accuracy of data collected and to photograph the activities.

8. Invoicing – The contractor can submit invoices for payment on a monthly basis for completed parcel surveys at quoted rates only after Deliverables have been received and approved by Coastal Preserve personnel. Invoices for uncompleted or future parcel surveys or for surveys where deliverables have not yet been received and approved will not be processed for payment until the work is completed. Invoices are due by the 15th of each month. Invoices submitted after the due date cannot be processed for payment till the following month.
9. Reporting – The contractor will submit monthly progress reports by the 15 of each month. Reports should include but are not limited to the following information: parcel(s) under current assessment and percent of parcel completed, any issues encountered (access, public interactions, hazards, etc.). Once a parcel is complete, contractor should submit the full assessment for that parcel including invasive species distribution, abundance, and supporting mapping documents.

1.4 DELIVERABLES:

1. Plan - Develop and submit for approval a monitoring and assessment plan for targeted species and parcels including varying techniques for different habitat types (upland, aquatic, etc.).
2. Maps of Monitoring Stations - Provide a map of all permanent monitoring stations established for each preserve parcel or parcel group. Include GPS coordinates in decimal degrees to highest obtainable accuracy and size of each monitoring area and description of sampling method used at each station.
3. Pre-Treatment Maps - Provide pre-treatment maps for each preserve parcel characterizing invasive species location(s), infested area, density, and life stage(s) for each non-native invasive species found using ArcGIS maps and shapefiles (NAD83).
4. Post-Treatment Maps - Provide post-treatment maps for each preserve parcel characterizing invasive species location(s), infested area, density, and life stage(s) for each non-native invasive species found using ArcGIS maps and shapefiles (NAD83).
5. Project Photos
6. Field Data Sheets

* all map products should be provided in digital format*

1.6 PROJECT SCHEDULE:

| Event | 2015 | | | | | | | | | | | | 2016 | | | | | | | | | | | | 2017 | | | | | | | | | | | | 2018 | | | | | | | | | | | |
|------------------------|------|---|---|---|---|---|---|---|---|---|---|---|------|---|---|---|---|---|---|---|---|---|---|---------------------------------------|------|---|---|---|---|---|---|---|---|---|---|---|------|---|---|---|---|---|---|---|---|---|---|---|
| | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D |
| Issue RFP | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Site Visits | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Proposals Due | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Interviews | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Award Contract(s) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Pre-Treat. Monitoring | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Post-Treat. Monitoring | | | | | | | | | | | | | | | | | | | | | | | | TBD - Depending on treatment schedule | | | | | | | | | | | | | | | | | | | | | | | | |

1.7 CONTRACTOR REQUIREMENTS:

1. Project Team - The primary contractor or any sub-contractor(s) identified must have a minimum of three (3) years of experience in invasive species field assessment. Every member of the field crew must be able to readily identify invasive species common to the region and be able to accurately quantify the area and extent of infestation. The successful Contractor will include in the proposal a list of the qualifications and project experience of all key personnel.

Experience - Include in the application a description of projects similar in scope and nature that the lead firm and/or sub-contractors have completed in the last five (5) years. Include client names, addresses and contact information. Please also provide a description of all applicable licenses, certifications, and specialized skills relevant to the successful implementation of this project.

2. Conflicts of Interest - Firms submitting proposals in response to this RFP must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management or employees of the firm or other persons relative to the firm with the State of Mississippi, the Mississippi Department of Marine Resources and/or its current and former employees. If a firm has no conflicts of interest with any of the above, a statement to that effect shall be included in the proposal. (See Attachment A)
3. Proposal Submission - Proposals can be submitted **Monday, May 4, 2015 at 10:00 a.m.** to: MDMR - Sonja Slater, Procurement Office/ Tidelands Program Coordinator at 1141 Bayview Ave. Biloxi, MS 39530.

The MDMR is not responsible for undelivered or mis-directed proposals and it is the proposing firm's sole responsibility to confirm that proposals are complete and delivered in a timely fashion. Poorly prepared, frivolous or incomplete proposals or proposals submitted after the deadline will be rejected as non-responsive and not be considered for approval.

1.8 PRICE:

Final tasks and timelines will be developed as part of a contractual agreement between the successful offeror and the MDMR, based on the offeror proposal, this RFP and MDMR funding available for this project.

1.9 TIME FRAME:

1. Contractor will be ready to begin work on this project immediately upon notification of award.
2. Time frames submitted in proposals will be evaluated to determine if the project can adequately be performed in the given time period and if that time period will fit within granting authority deadlines.

2.0 OFFEROR'S ELECTRONIC PROPOSAL SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:

1. Name of consultant; location of consultant's principal place of business; the place of performance of the proposed contract;
2. Age and size of consultant's business (between 2006 and 2013), along with description of experience, abilities, and qualifications of the firm and all persons who would be assigned to provide the required services;
3. A listing of contracts under which services similar in scope, size, or discipline were performed or undertaken. On a proposal form (See Attachment B), list projects to include the names and addresses of the projects, the scope of the project, and the names and telephone number of the clients for reference purposes. Work samples (between 2006 and 2013) in the form of PDFs or online document URLs should be included. All information on the proposal form must be completed. Incomplete or unsigned proposal forms will be rejected;
4. A plan giving as much detail as is practical explaining how the services will be performed;
5. Time frame, by phase, for completion of the proposal;

6. An estimate of price to include: line items for each additional expenditure for feature add-ons, if applicable; a sub-total for each deliverable; and a total project cost. Proposal should be quoted as price per site so that project scope may be adjusted if total cost exceeds available funds.
7. The electronic submission should include the following:
 1. Bid opening date and time
 2. Mississippi Certificate of Responsibility Number
 3. Proof of Good Standing with the Mississippi Secretary of State
 4. The project title
 5. Certificate of Responsibility Number
 6. The name of the responsible party for the contractor
- H. Bid Bond
- I. Provide list of all applicable licenses, certifications, and specialized skills relevant to the successful implementation of the project.

2.1 ELECTRONIC SUBMISSION

Please note: It shall be the responsibility of each vendor to ensure that your profile is current in our e-procurement system. The website to register as a vendor with the State of Mississippi is: <http://www.mmrs.state.ms.us/vendors/index.shtml>.

For online learning instructions on submitting your Proposal electronically, select “Supplier Training” from the link listed above. Select the LOG820 Supplier Self-Service Course link and then click “Launch Course”.

2.2. Submission requirements

1. The bid package shall be submitted in Magic no later than 10:00 AM CST, Monday, May 04, 2015.
2. Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time will be rejected and returned to the bidder unopened. All bids must be submitted through Magic. No other method of submission will be accepted.
3. The MDMR reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as nonresponsive.
4. As a precondition to bid acceptance, the MDMR may request the bidder to withdraw or modify those portions of the bid deemed nonresponsive that do not affect quality, quantity, price, or delivery of the service.
5. Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (*Miss. Code Ann. § 25-61-1, et. seq.*), shall segregate

and mark the information as confidential and provide the specific statutory authority for the exemption.

3.0 INSURANCE REQUIREMENTS

The Contractor represents that it will maintain workers' compensation insurance as required by the State of Mississippi which shall inure to the benefit of all the Contractor's personnel provided hereunder; comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000 per occurrence; and employee dishonesty insurance or fidelity bond insurance with minimum limits of \$1,000,000 with third party liability coverage. All general liability, professional liability, employee dishonesty, and fidelity bond insurance will provide coverage to the *State of Mississippi* as an additional insured. The MDMR 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.

a. Coverage and Minimum Amount.

General Liability - General Aggregate/Product Comp/Ops \$1,000,000

Personal Injury/Bodily Injury (Per Occurrence) \$500,000

Fire Damage (Per Fire) \$50,000

Medical Expense (Per Person) \$5,000

Owners/Contractors protective Liability:

General Aggregate \$1,000,000

Per Occurrence \$500,000

Automobile Liability:

Bodily Injury/Property Damage Combined Single Limit (Per Occurrence)
\$500,000

Bodily Injury (Per Person) \$250,000

Bodily Injury (Per Accident) \$250,000

Property Damage (Per Occurrence) \$100,000

Excess Liability (Umbrella on projects over \$500,000):

Aggregate \$1,000,000

Per Occurrence \$1,000,000

Workers' Compensation (As required by Statute) Employers' Liability:

Accident (Per Occurrence) \$100,000

Disease-Policy Limit \$500,000

Disease-Per Employee \$100,000

4.0 BOND REQUIREMENTS

1. **Performance Bond.** The Contractor shall provide a performance bond in the amount of 100 percent of the bid to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi. The MDMR must be named as exclusive beneficiary. Upon MDMR's agreement that the implementation of the Contractor's responsibilities for the Benefit Plan and related administrative services are complete, the performance bond shall be released.
2. **Payment Bond.** The Contractor shall provide a payment bond in the amount of 100 percent of the bid to guarantee payment of all persons who have and fulfill contracts with the Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi as required under Mississippi Code § 31-5-51(2013).
3. **Bid Surety.** A bid bond, cashier's check, or certified check in the amount of five (5) *percent* of the amount of the bid made payable to the MDMR shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of a performance bond. The failure of the bidder to accept an award and file acceptable performance and payment bonds within fifteen days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to the MDMR as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.

5.0 RENEWAL OF CONTRACTS

If deemed necessary, this contract can be extended beyond the original three (3) years term on an as needed basis subject to the availability of funds, at the discretion of the agency.

6.0 COMPENSATION FOR SERVICES WILL BE IN THE FORM OF A FIRM FIXED PRICE AGREEMENT

7.0 REJECTION OF PROPOSALS

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

1. The proposal contains unauthorized amendments to the requirements of the RFP;
2. The proposal is conditional;
3. The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
4. The proposal is received late;
5. The proposal is not signed by an authorized representative of the party;
6. The proposal contains false or misleading statements or references;
7. The proposal does not offer to provide all services required by the RFP.
8. The proposal will be rejected if the required numbers of copies are not received at the bid opening.
9. The proposal will be rejected if a bid bond is not included in the proposal.

8.0 ACCEPTANCE OF PROPOSALS

The MDMR 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 price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of MDMR. 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.

9.0 DISPOSITION OF PROPOSALS

All submitted proposals become the property of the State of Mississippi. Proposals that are ultimately rejected may, at MDMR's discretion, be destroyed or otherwise disposed.

10.0 COMPETITIVE NEGOTIATION

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

11.0 RFP DOES NOT CONSTITUTE ACCEPTANCE OF OFFER

The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate MDMR to execute a contract with any other party. MDMR reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with MDMR. MDMR reserves the right to withdraw or cancel this RFP before or after the submission of any proposals or plans in response to this RFP notice.

12.0 EXCEPTIONS AND DEVIATIONS

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

13.0 NONCONFORMING TERMS AND CONDITIONS

A Proposal that includes terms and conditions that does not conform to the terms and conditions in the Request for Proposal is subject to rejection as non-responsive. MDMR reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by MDMR of non-responsiveness based on the submission of nonconforming terms and conditions.

14.0 PROPOSAL ACCEPTANCE PERIOD

The original and **four (4) copies** of the proposal and all attachments (**five (5) copies total**) shall be signed and submitted in a sealed envelope or package to Sonja Slater, Mississippi Department of Marine Resources, 1141 Bayview Avenue, Biloxi, MS 39530 no later than **Monday, May 4, 2015 at 10:00 a.m.** Timely submission of the proposal is the responsibility of the offeror. Offers received after the specified time shall be rejected and returned to the offeror unopened. The envelope or package shall be marked with the proposal opening date and time and the number of the request for proposal. The time and date of receipt shall be indicated on the envelope or package by MDMR Office of Administrative Services. Each page of the proposal and all attachments shall be identified with the name of the offeror.

15.0 EXPENSES INCURRED IN PREPARING OFFERS

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

16.0 PROPRIETARY INFORMATION:

The offeror should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code. 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 procedures.

17.0 ADDITIONAL INFORMATION

Questions about the request for proposals document must be submitted in writing to Sonja Slater, MDMR, fax number 228-374-5006 by 5:00 p.m., Friday, February 27, 2015. All questions and answers will be posted on the MDMR Website (www.dmr.ms.gov/dmr-information/about-us/458-rfp) for viewing by all offerors. Offerors are cautioned that any statements made by the contact person that materially change any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposal.

18.0 DEBARMENT

By submitting a proposal, the offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the state of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the state of Mississippi.

19.0 REQUIRED CLAUSES FOR PROCUREMENT

19.1 ACKNOWLEDGMENT OF AMENDMENTS

Offerors 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 to MDMR. The acknowledgment must be received by MDMR by the time and at the place specified for receipt of proposals.

19.2 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 the methods or factors used to calculate the prices bid.

19.3 PROSPECTIVE CONTRACTOR’S REPRESENTATION REGARDING CONTINGENT FEES

The prospective contractor represents as a part of such contractor’s bid or proposal that such contractor has/has not (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract

19.4 E-VERIFY PROGRAM

Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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. Contractor/Seller agrees to maintain records of each such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor/Seller 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/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) 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 (b) the loss of any license, permit, certification or other document granted to Contractor/Seller 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/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

19.5 E-INVOICE/E-PAYMENT

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated 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. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency

19.6 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 fee, except as disclosed in the contractor's proposal.

19.7 REPRESENTATION REGARDING GRATUITIES

The 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 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

19.8 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 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.

19.9 PAYMODE

Payments by state agencies using the Statewide Automated 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 submit invoices and supporting documentation electronically 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

20.0 STANDARD TERMS AND CONDITIONS

The successful offeror shall be required to execute a formal written contract containing, at a minimum, the following standard provisions:

20.1 APPLICABLE LAW

Any resulting contract and the RFP shall be governed by and construed in accordance with the laws of the State of Mississippi and any litigation regarding this Agreement or Project must be brought in the courts of the Mississippi. The contractor must comply with applicable federal, state, and local laws and regulations.

20.2 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the State to proceed under this agreement, or any agreement or contract entered into as a result of the RFP, is conditioned upon the appropriation of funds by the MDEQ and the receipt of state 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 MDEQ 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 state, the state shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

20.3 PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Personal Service Contract Review MDMR Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS 39201, for inspection.

20.4 CONFIDENTIALITY

The contractor shall agree to assure the confidentiality of any records obtained from the MDMR as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the contractor deemed confidential by MDMR pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval of MDMR. Any liability resulting from the wrongful disclosure of confidential information on the part of the contractor shall rest with the contractor.

20.5 STOP WORK ORDER

(1) Order to Stop Work. The Procurement Officer, 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 in accordance with the Price Adjustment Clause of this contract.

20.6 COMPLIANCE WITH LAWS

The Contractor understands that the State 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 the agreement 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 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.

20.7 ANTI-ASSIGNMENT/SUBCONTRACTING

The Contractor acknowledges that it was selected by the State 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 agreement in whole or in part without the prior written consent of the State, which the State 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 State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

20.8 ANTITRUST

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the MDMR all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State that relate to the particular goods or services purchased or acquired by the MDMR under said contract.

20.9 APPROVAL

It is understood that the Contract is void and no payment shall be made in the event that the Personal Service Contract Review Board (PSCRB) does not approve this contract.

20.10 ATTORNEY'S FEES AND EXPENSES

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

20.11 AUTHORITY TO CONTRACT

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

20.12 CHANGES IN SCOPE OF WORK

The MDMR 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 MDMR 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 MDMR in writing of this belief. If the MDMR 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.

20.13 CONTRACTOR PERSONNEL

MDMR shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or Subcontractors assigned to the work by the Contractor. If MDMR reasonably rejects staff or Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to MDMR in a timely manner and at no additional cost to MDMR. The day-to-day supervision and control of the Contractor's employees and Subcontractors is the sole responsibility of the Contractor.

20.14 FAILURE TO DELIVER

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, MDMR, after (in conflict with paragraph 20.21) written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that MDMR may have.

20.15 FAILURE TO ENFORCE

Failure by MDMR at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of MDMR to enforce any provision at any time in accordance with its terms.

20.16 FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its Subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify the State immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

20.17 INDEMNIFICATION

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency, its Commissioners, MDMR Members, MDEQ, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the State; the Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

20.18 INDEPENDENT CONTRACTOR STATUS

The Contractor shall, at all times, be regarded as an independent Contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, 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 State and the Contractor. Neither the method of computation of fees or other charges, nor any other provision

contained herein, nor any acts of the State or the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of the State 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 State. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of MDMR; and MDMR shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. MDMR shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, MDMR shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

20.19 NO LIMITATON OF LIABILITY

Nothing in this Agreement shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

20.20 NOTICES

All notices required or permitted to be given under this agreement 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 change of address.

For the Contractor: name, title, contractor, address

For the Agency: Sonja Slater, Procurement Officer & Tidelands Program Coordinator

Mississippi Department of Marine Resources

1141 Bayview Avenue

Biloxi, MS 39530

20.21 ORAL STATEMENTS

No oral Statement of any person shall modify or otherwise affect the terms, conditions, or specifications Stated in this contract. All modifications to the contract must be made in writing by MDMR.

20.22 OWNERSHIP OF DOCUMENTS AND WORK PAPERS

MDMR 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 Agreement, 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 MDMR upon termination or completion of the Agreement. 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 MDMR and subject to any copyright protections.

20.23 RECORD RETENTION AND ACCESS TO RECORDS (This is not in accordance with the Sub Grant terms – see paragraph 8 – requirement is for 5 years)

Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the State 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. All records related to this Agreement shall be retained by the Contractor for three (3) years after final payment is made under this Agreement 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.

20.24 RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to MDMR, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the Mississippi State Personnel MDMR. The rights of MDMR are in addition and

without prejudice to any other right MDMR may have to claim the amount of any loss or damage suffered by MDMR on account of the acts or omissions of the Contractor.

20.25 RIGHT TO INSPECT FACILITY

The State 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 State.

20.26 STATE PROPERTY

Contractor will be responsible for the proper custody and care of any State-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

20.27 TERMINATION FOR CONVENIENCE CLAUSE

1. Termination. The DMR may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State.
2. Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work on the date of termination 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 DMR may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

20.28 TERMINATION FOR DEFAULT CLAUSE

1. Default. If the 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 otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Procurement

Officer, such officer may terminate the 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 Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The 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.

2. Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest.
3. Compensation. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due the Contractor such sums as the Procurement Officer 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.
4. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of Subcontractors, the 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 the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Procurement Officer 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, the 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 the Contractor to meet the contract requirements.

5. Upon request of the Contractor, the Procurement Officer 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, the 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 "Termination for Convenience,". (As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier).
6. Erroneous Termination for Default. If, after notice of termination of the 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.
7. 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.

20.29 THIRD PARTY ACTION NOTIFICATION

Contractor shall give MDMR prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

20.30 UNSATISFACTORY WORK

If at any time during the contract term, the service performed or work done by the Contractor is considered by MDMR to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Contractor shall, on being notified by MDMR, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, MDMR shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

20.31 WAIVER

No delay or omission by either party to this agreement 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 agreement 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 agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

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

21.1 QUALIFICATIONS OF OFFERORS

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

1. The ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required;
2. The ability of the offeror to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. the character, integrity, reputation, judgment, experience, and efficiency of the
4. offeror; and,
5. the quality of performance of previous contracts or services.

21.2 Step I: Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

21.3 Step II: Proposals that satisfactorily complete Step 1 will be reviewed/analyzed to determine if the proposal adequately meets the needs of MDMR. Factors to be considered are as follows:

1. A record of past performance of similar work (40%)
2. Offeror's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the offeror to recommend best practices and to provide a work product that is legally defensible (20%)
3. The personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting (20%)
4. Understanding of the proposal and its objectives (10%)
5. Price (10%)

21.4 Step III. MDMR Executive Director or his designee will contact the offeror with the proposal that best meets MDMR needs (based on factors evaluated in Step II) and attempt to negotiate an agreement that is deemed acceptable to both parties.

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

23.0 COST DATA SUBMITTED AT THIS STAGE IS SUBJECT TO NEGOTIATION BUT SHOULD INCLUDE AN ESTIMATE OF THE ANNUAL COST OF THE SERVICE.

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

1. **Management Summary:** Provide a cover letter indicating the underlying philosophy of the firm in providing the service;
2. **Proposal:** Describe in detail how the service will be provided. Include a description of major tasks and subtasks;
3. **Corporate experience and capacity:** Describe the experience, abilities, and qualifications of the firm and all persons who would be assigned to provide the required services, 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;

4. **Personnel:** Attach resumes' of all those who will be involved in the delivery of service - from principals to field technicians - that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in day-to-day operation of the contract.
5. **References:** Give references for contracts of similar size and scope. Include the names of the organizations, the length of the contract, a brief summary of the work, samples in the form of screenshots or URLs should be included, and the name and telephone number of a responsible contact person;
6. **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;
7. **Additional data:** Provide any additional information that will aid in evaluation of the response;
8. **Cost data:** Estimate the cost of the service. Cost data submitted at this stage is not binding and is subject to negotiation if your firm is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart). Identify all non-labor costs and their estimated totals.

25.0 Appendices

Appendix A. – Map of Sites for Invasive Species Monitoring/Treatment.

Appendix B. - Preliminary Lists of Priority Terrestrial and Aquatic Invasive Plant Species to be monitored.

Appendix C. - Coastal Preserve Priority Site Data Sheets

Attachment A
Mississippi Department of Marine Resources
Conflict of Interest Statement National Fish & Wildlife Funding

Agency Name: _____
Agency Address: _____
Contact Name: _____
Contact Number: _____

In an effort to avoid any potential or perceived conflicts of interest, the Mississippi Department of Marine Resources (MDMR) request that you read and complete the following information as it relates to your Tidelands Grant Award.

The Mississippi Department of Marine Resources (MDMR) defines conflict of interest in the following manner.

It shall be a breach of ethical standards for any grantee to participate directly or indirectly in a procurement/grant award when the grantee knows that:

- The grantee or any member of the grantee’s immediate family has a financial interest pertaining to the grant award.
- A business or organization in which the grantee, or any member of their immediate family, has an interest pertaining to the grant award.
- Any other person, business, or organization with whom the grantee or any member of their family is negotiating or has an arrangement concerning prospective employment is involved in the grant award process.
- Any MDMR employee or immediate family member serving on your MDMR or working with your organization. Please explain how you will resolve this conflict as it relates to the National Fish & Wildlife Grant.

Therefore, the Mississippi Department of Marine Resources (MDMR) requests that your agency list any potential/perceived conflicts of interests below. Please give a brief explanation as to how your agency plans to resolve the conflict. (Note: The list above is not all inclusive, if you feel there is a conflict list it)

Signature: _____

Date: _____

PROPOSAL FORM

Attachment B

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
1141 BAYVIEW AVENUE, SUITE 101
BILOXI, MS 39530

DATE: _____

This is to certify that the offeror submitting this written proposal has been in business

since _____ (Date). Employer Identification Number: _____

Prior Project of Comparable Complexity: (Project, Location, Reference Person, Phone Number)

1. _____
2. _____
3. _____

NOTE: *PLEASE USE A SUPPLEMENTAL SHEET TO DISCUSS SCOPE OF PROJECTS LISTED ABOVE.*

Attach plan giving as much detail as is practical explaining how the services will be performed.

Time frame for completion of project: _____

Price #1 (total price for all services listed): \$ _____

Offeror's Name: _____

Address/Principal Place of Business: _____

Phone Number: _____ Fax Number: _____ Size of Business: _____

Address /Place of Performance of Proposed Contract: _____

Phone Number: _____ Fax Number: _____

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The offeror 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 offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate prices.

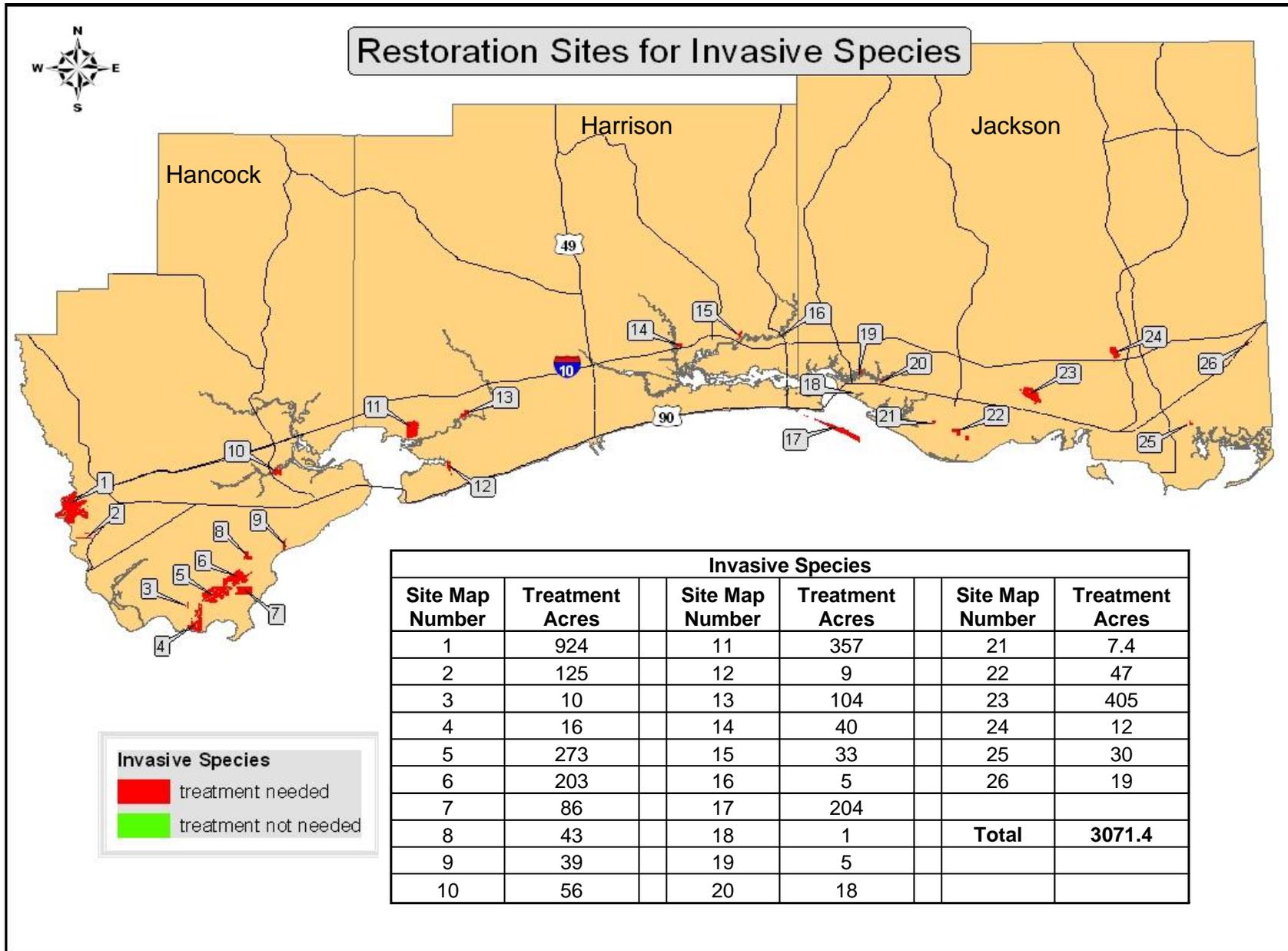
PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective contractor represents as a part of such contractor's proposal that such contractor has/has not (circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. (If yes, fully disclose details of the arrangement within the proposal.) Please accept this as my/our formal proposal for the complete specifications in all areas as specified by the Mississippi Department of Marine Resources.

SIGNED BY: _____ TITLE: _____

NOTE: *All information requested on this proposal form must be completed. Incomplete or unsigned forms will be rejected.*

Appendix A.



Appendix B.

Preliminary List of Priority Terrestrial Invasive Plant Species to be monitored:

Summary List:

- Cogon Grass (*Imperata cylindrica*)
- Chinese Tallow (*Triadaca sebifera*)
- Kudzu (*Pueraria montana*)
- Non-Native Privets (*Ligustrum sp.*)
- Pampas Grass (*Cortaderia sp.*)
- Common Reed (*Phragmites australis*)
- Itchgrass (*Rottboellia cochinchinensis*)
- Japanese Stiltgrass (*Microstegium vimineum*)
- Tropical Soda Apple (*Solanum viarum*)
- Beach Vitex (*Vitex rotundifolia*) - Beach areas only
- Japanese Climbing Fern (*Lygodium japonicum*)
- Wild Taro (*Colocasia esculenta*)
- Mimosa (*Albizia julibrissin*)
- Non-Native Roses (*Rosa sp.*)
- Silverthorn (*Elaeagnus pungens*)
- Rattlebox (*Sesbania punicea*)

High-Impact Invasive Species Widely Established and Rapidly Spreading:

- Cogon Grass (*Imperata cylindrica*)
- Chinese Tallow (*Triadaca sebifera*)

High-Impact Invasive Species Rapidly Spreading But Not Yet Widely Established:

- Kudzu (*Pueraria montana*)

High-Impact Invasive Species Found in Neighboring States or Counties:

- Itchgrass (*Rottboellia cochinchinensis*)
- Japanese Stiltgrass (*Microstegium vimineum*)
- Tropical Soda Apple (*Solanum viarum*)
- Non-Native Privets (*Ligustrum sp.*)
- Beach Vitex (*Vitex rotundifolia*) - Beach areas only

Unknown-Impact Invasive Species Widely Established w/ Unknown Spread Rate:

- Japanese Climbing Fern (*Lygodium japonicum*)
- Mimosa (*Albizia julibrissin*)
- Wild Taro (*Colocasia esculenta*)
- Common Reed (*Phragmites australis*)
- Non-Native Roses (*Rosa sp.*)
- Rattlebox (*Sesbania punicea*)

Unknown-Impact Invasive Species Not Widely Established But Rapidly Spreading:

- Silverthorn (*Elaeagnus pungens*)
- Pampas Grass (*Cortaderia sp.*)

**Mississippi Department of Marine Resources - Coastal Preserves Program
Invasive Species Monitoring / Treatment Datasheet**



| | | | |
|--|--|-----------------|--|
| Site No: 10 | Site Name: Admiral Isle | | |
| County: Hancock | Lat: 30.3315264 | Long: 89.418317 | |
| Total Area: | Treatment/Monitoring Area: 56 acres (approx.) | | |
| Access Info: Paved access via Sugar Field Road. Terrain not suitable for machinery. Foot access difficult due to dense vegetation and numerous wet holes in low areas. | | | |
| Known Invasive(s): Chinese Tallow (<i>Triadica sebifera</i>), Pampas Grass (<i>Cortaderia sp.</i>) | | | |
| Site Description: | | | |
| T&E Species Considerations: Unknown | | | |
| Summary of Control Efforts to Date: Spot treatment for Chinese tallow in 2012 with Clearcast™ herbicide and glyphosate. | | | |