



**Mississippi Department
of
Marine Resources
(MDMR)**

**INVITATION FOR BIDS (IFB)
No. 15-003
Marine Patrol
Four Marine Patrol Vessels**

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

**Contact: Sonja Slater
Sonja.Slater@dmr.ms.gov
Date: March 18, 2015**

GENERAL INSTRUCTIONS

Section 1 – Purpose

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

Four Marine Patrol Vessels

Section 2 – Definition of Use Overview

These specifications are intended to describe and establish minimum requirements for four Patrol Boats to be used by Law Enforcement Officers on the in-shore waters and bays of the Mississippi Gulf Coast shoreline. Due to the vessels' potential to be operated continuously and during extremely adverse weather conditions, to ensure officer and public safety the vessel must be constructed to the highest marine standards.

Section 3 – Timeline

Invitation for Bid Issue Date:	March 18, 2015
Ads to run in the Paper:	March 18, 2015 and March 27, 2015
Bid Package Submission Deadline:	April 7, 2015, 10:00 AM CST
Bid Opening:	April 7, 2015, 10:00 AM CST
Notification of Successful Bidder:	April 14, 2015

Section 4 – MDMR Contact and Questions/Requests for Clarification

- 4.1.** All questions, requests for clarification, and bids **must** be submitted through the Magic portal at:
<http://www.mdrs.state.ms.us/vendors/index.shtml>. If you do not have a current W-9 on file with MDMR, please go to our website at <http://dmr.ms.gov> and complete the form. Please email a completed copy of the form to sonja.slater@dmr.ms.gov.

If you have problems getting on the website, please contact the Mash Helpdesk at (601) 359-1343 or mash@dfa.ms.gov. You may also contact Sonja Slater at (228) 523-4138 or email sonja.slater@dmr.ms.gov.

- 4.2. 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.
- 4.3. The MDMR will not be bound by any verbal or written information that is not specified within this IFB unless formally notified and issued by the contact person.
- 4.4. 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. 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.
- 4.5. Bid package should also include the following: Bid number, opening date, Agency's name and address, and contact person.

Section 5 – Scope of Work - General Requirements

The vessels must be manufactured in accordance with United States Coast Guard (USCG), National Marine Manufacturers Association (NMMA), and American Boat and Yacht Council (ABYC) guidelines. **Vessel must be self-bailing.** To ensure that MDMR receives a vessel of proven performance, the quoted hull must be in current production and have been in production for a minimum of two (2) or more years and during that period a minimum of thirty (30) hulls produced. The number of hulls built and in service will be taken into consideration when awarding the contract. Should questions arise manufacturers will be required to submit names and phone numbers of clients who are currently using the manufacturer's products. **NO PROTOTYPE HULLS WILL BE ACCEPTED.**

Section 6 – Warranties

A copy of the warranty (for commercial and government use) must be provided with the bid and shall at a minimum include:

1. Hull structure: ten (10) years from the date of delivery against manufacturer defects.
2. Accessories manufactured by the manufacturer: one (1) year from the date of delivery against manufacturer's defects.
3. Engines, electronics and other accessories: to be warranted by the manufacturer.

All boats offered to MDMR must have provisions for warranty and service that will provide reasonable convenience or onsite services for the MDMR.

Section 7 – Basis for Award

- 7.1. The MDMR will award the bid to the lowest and best bidder who meets all required specifications. The MDMR reserves the right to reject any and/or all bids and waive minor informality.

Section 8 – Contract Deliverables

- 8.1. Upon execution of a contract and receipt of a purchase order from MDMR, the contractor shall provide all deliverables as specified in the Scope of Services (Section 5) and Attachment A.

Section 9 – Vendor Registration/Proposal Submission (See Section 4.1 and 4.2 for Magic Portal instructions)

9.1. Electronic Submission

Please note: It shall be the responsibility of each vendor to ensure that the bidder 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 instructions on submitting your Proposal electronically, select “Supplier Training” from the link listed above. Select the LOG820 Supplier Self-Service Course link and click “Launch Course”.

9.2. Submission requirements

- 1. The bid package shall be submitted in Magic no later than 10:00 AM CST, Tuesday, April 7, 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.
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 any portion of the bid deemed nonresponsive that does 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.

Section 10 – Bidder Certification

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award offered as a result of the submission.

Section 11 – Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state, and that it is not an agent of a

person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state.

Section 12 – Additional Terms and Conditions

- 12.1. Applicable Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. Any litigation regarding this Agreement or Project must be brought in the courts of the Mississippi. The Independent Contractor must comply with applicable federal, state and local laws and regulations.
- 12.2. Availability of Funds.** It is expressly understood and agreed that the obligation of the MDMR to proceed under this agreement is conditional upon the appropriation of funds by the Mississippi State Legislature 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 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 state, the MDMR shall have the right upon ten (10) working days to provide written notice to the Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses of any kind whatsoever to the MDMR. The effective date of termination shall be as specified in the notice of termination.
- 12.3. Compliance with Laws.** The Contractor understands that the MDMR is an equal opportunity employer and maintains a policy prohibiting 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. The Contractor will strictly adhere to this policy in its employment practices and provision of services and must comply with all applicable laws. Breach of this section is a material breach of this Agreement.

- 12.4. Representation Regarding Contingent Fees.** The Independent Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee.
- 12.5. Acknowledgment of Amendments:** Bidders shall 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 by the MDMR by the time and place specified for receipt of bids.
- 12.6. Changes.** This agreement shall not be modified, altered, or changed except through a mutual agreement by an authorized representative of each party to this agreement and must be confirmed in writing through the MDMR.
- 12.7. Oral Statements.** No oral statement by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this agreement. All modifications to this agreement must be made in writing (see Section 12.2 for the time line of ten (10) days) by the MDMR.
- 12.8. Certification of Independent Price Determination:** The bidder certifies that the price submitted in response to the solicitation has 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 bid price.
- 12.9. Authority to Contract.** The Independent Contractor warrants (a) that it is an Independent Contractor (b) 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 (c) notwithstanding any other provision of this agreement to the contrary, that there are

no existing legal proceeding or prospective legal proceedings, either voluntary or otherwise, which may adversely affect the ability to perform its obligations under this agreement.

12.10. Liability and Indemnity. The Independent Contractor assumes all liability for work to be performed and for breach of any of the terms of this Agreement. The Independent 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 the Independent Contractor, its employees or representatives. The Independent Contractor assumes all liability for workers' compensation and employers' liability coverage for its own employees. The Independent Contractor shall be responsible for and shall hold MDMR harmless from loss of or damage to Independent Contractor's or its sub 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 Independent Contractor its sub-Contractors. The Independent Contractor shall comply with all applicable laws and government regulations, including OSHA and comparable state requirements.

12.11. 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 Independent Contractor's choice. The State may, at its sole discretion, require the Independent Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

12.12. E-Payment. The Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss Code Ann. § 31-7-305 (1972, as amended).

12.13. E-Verify Program. The Independent 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. Independent 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. The Independent 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. The Independent Contractor/Seller understands and agrees that any breach of these warranties may subject Independent 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 Independent Contractor/Seller by an agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both.

- c. In the event of such termination/cancellation, Independent Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

12.14. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>.

Information identified by the Independent 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.

12.15. Force Majeure: Office Closure Statement. If the agency is closed for any reason, including but not limited to: 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”), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors/Contractors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be

received by the agency until the new date and time of the bid opening as set forth herein. The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event. Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.

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

12.17. Transportation

12.17.1 Freight F.O.B- Agencies and Governing Authorities: All quotations shall be f.o.b. destination. The term f.o.b. destination shall mean delivered and unloaded onto the receiving dock of the mutually agreed upon delivery location for the MDMR.

12.17.2 Special Delivery: Orders may be placed that require special handling that incurs extra charges. Examples of special delivery are delivery to a P.O. located with the State of Mississippi, delivery to a room address or delivery by special carrier; for example, air freight. When such orders are incurred, the contractor shall prepay and may enter the charges that are in excess of normal charges on the invoice as a separate item for payment by the ordering agency. A copy of these charges must accompany the invoice.

12.17.3 Delivery: This contract includes prices for a hundred and twenty days (120) or a four (4) month delivery. The time period begins when the vendor receives the purchase order.

12.18. Warranty: A copy of the manufacturer's standard warranty must be submitted with the bid. The warranty is required against defective material, workmanship and failure to perform in accordance with the required performance criteria, for a period of not less than five (5) years from date of delivery. Hull

structure shall have been warranted for no less than ten (10) years from the date of delivery against manufacturer defects. Accessories manufactured by the manufacturer: one (1) year from the date of delivery against manufacturer's defects. Engines, electronics and other accessories: To be warranted by the manufacturer.

Replacement of all parts found defective within the above warranty periods will be made without cost to the State. When equipment is found to be inoperable or defective when received, this equipment shall be returned at the vendor's expense. However, the agency shall consult with the Office of Purchasing and Travel and the vendor before returning any inoperable or defective equipment.

- 12.19. Instruction Books:** The supplier shall furnish one copy of complete instructions for the maintenance and operation of each different model, size, type, etc., of the equipment furnished.

ATTACHMENT B

BID COVER SHEET

The Mississippi Department of Marine Resources, on behalf of the State of Mississippi is accepting bids for **Four Marine Patrol Vessels**.

Bids are to be submitted to as listed below, on or before 10:00 AM CST, Tuesday, April 7, 2015.

PLEASE MARK YOUR ENVELOPE: **Four Marine Patrol Vessels**
Bid No. 15-003
Opening Date: 10:00 AM CST, April 7, 2015
Mississippi Department of Marine Resources
Attention: Sonja Slater
1141 Bayview Avenue
Biloxi MS 39530
SEALED BID – DO NOT OPEN

NAME OF COMPANY

QUOTED BY

SIGNATURE

ADDRESS

CITY/STATE/ZIP

TELEPHONE

FAX NUMBER

EMAIL

ADDRESS

ATTACHMENT B (CONTINUED)

BID COVER SHEET

NAME AND PHONE NUMBER OF COMPANY REPRESENTATIVE TO BE CONTACTED BY AGENCIES SEEKING TO CONTRACT FOR SERVICES PURSUANT TO THIS IFB _____

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started?

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

List prior experience in the building and construction of Vessels as described in the Scope of Services (Section 5).

