



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

**INVITATION FOR BIDS (IFB)  
No. 15-004  
Marine Fisheries  
Engine & Generator Purchase Project**

**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:

Engine & Generator Purchase

### Section 2 – Overview

These specifications are intended to describe and establish minimum requirements for the purchase of a 300-350 Horsepower @1800RPM diesel engine and the purchase of a 20 kw keel cooled generator as part of the repairs to the vessel the *Conservationist*. This vessel will be used by MDMR Marine Fisheries for shellfish research, cultivation and enhancement of oyster reefs, relay of oysters, and excursions to educate the public on the progress of various research projects on the coastal waters of the Gulf of Mexico.

### Section 3 – Timeline

<b>Invitation for Bid Issue Date:</b>	<b>March 18, 2015</b>
<b>Ads to run in the Paper:</b>	<b>March 18, 2015 and March 27, 2015</b>
<b>Bid Package Submission Deadline:</b>	<b>April 7, 2015, 10:00 AM CST</b>
<b>Bid Opening:</b>	<b>April 7, 2015, 11:00 AM CST</b>
<b>Notification of Successful Bidder:</b>	<b>April 14, 2015</b>

### Section 4 – MDMR Contact and Questions/Requests for Clarification

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

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- 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.

If you have problems getting on the website, please contact the Mash Helpdesk at 601-359-1343 or [mash@dfa.ms.gov](mailto:mash@dfa.ms.gov) or Sonja Slater at 228-523-4138.

- 4.3. 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.
- 4.4. 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 new diesel engine and generator must meet the specifications as outlined in Attachments "A". Once the parts are installed to the manufacturer's specifications, an installation review and a one day sea trial will be conducted to ensure that the engine is fully functional and without defect.

To ensure that MDMR receives a diesel engine and generator of proven performance, the quoted diesel engine and generator 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) diesel engines produced. The number of engines installed and in service will be taken into consideration when awarding the contract. Should questions arise the manufacturers will be required to submit names and phone numbers of clients who are currently using the manufacturer's products.

The generator must also be in current production and meet the minimum standards as outlined in previous paragraph. The engine and generator should be delivered and unloaded at site of vessel.

### **NO PROTOTYPE ENGINES 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. New engines: two (2) years from the date of delivery against manufacturer defects.
2. New transmissions: one (1) year from the date of delivery against manufacturer defects.
3. Accessories manufactured by the manufacturer: one (1) year from the date of delivery against manufacturer defects.
4. Generators, electronics and other accessories: to be warranted by the manufacturer.

All engines offered to MDMR must have provisions for warranty and service that would provide reasonable convenience to 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 Requirements (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 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”.

### **9.2. Submission requirements**

- 9.2.1** The bid package shall be submitted in Magic no later than **10:00 AM CST, Tuesday, April 7, 2015**.
- 9.2.2** Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time will be rejected. All bids must be submitted through Magic.
- 9.2.3** The MDMR reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as nonresponsive.
- 9.2.4** 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.
- 9.2.5** Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (*Miss. Code Ann. Section 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 made 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 – Required and optional Contract 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, and any litigation regarding this agreement or project must be brought in the courts of 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 conditioned 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 written notice to the Independent Contractor, to terminate this agreement without

damage, penalty, cost or expense to the MDMR of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**12.3 Procurement Regulations.** The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, Mississippi, for inspection.

**12.4. Compliance with Laws.** The Contractor understands that the MDMR is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, 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 service. 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.

### **12.5. Stop Work Order**

**(1) Order to Stop Work:** The MDMR, may, by written order to the Independent Contractor at any time, and without notice to any surety, require the Independent Contractor to stop all work or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Independent 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 Independent 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 have agreed, the MDMR 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 Independent Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Independent 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 Independent Contractor's cost properly allocable to, the performance of any part of this contract; and
- (b) the Independent Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the MDMR 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.

**12.6. Representation Regarding Gratuities.** The Independent 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.

- 12.7. 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 a commission, percentage, brokerage, or contingent fee.
- 12.8. 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 at the place specified for receipt of bids.
- 12.9. Changes.** This agreement shall not be modified, altered, or changed except through mutual agreement by an authorized representative of each party to this agreement and must be confirmed in writing through the MDMR.
- 12.10. Oral Statements.** No oral statement of 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 time line of ten (10) days) by the MDMR.
- 12.11. Certification of Independent Price Determination:** The bidder certifies that the price 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 of the bid.

- 12.12. 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 proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 12.13. 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. Independent Contractor shall be responsible for and shall hold MDMR harmless from loss of or damage to the 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.
- 12.14. 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.

**12.15. 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).

**12.16. 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. The 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. Independent Contractor/Seller understands and agrees that any breach of these warranties may subject the 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 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 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.

**12.17. 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 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.

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

**ATTACHMENT A PART 1**

**ENGINE SPECIFICATIONS**

**For**

**Mississippi Department of Marine Resources  
Engine and Generator Project**

**Heavy Duty Diesel Engine 300-350 Horsepower**

**\*The Contractor shall fabricate, provide and install the products**

<b>STANDARD FEATURES: Specifications for IFB #15-004 - Engine</b>	
	One Heavy duty rated with 300 - 350 horsepower@1800RPM, 1800 RPM heat exchanger, cooled complete with all standards Factory equipment including:
SP-1	
SP-2	8-9 Liter inline 6 cylinder, Tier 3, 4 cycle turbocharge and after cooled diesel engine electronic control
SP-3	Power View 450 digital display
SP-4	Electronic and mechanical throttle interface with 40-50 feet harness
SP-5	Harness with alarm buzzer and key switch from engine to helm
SP-6	Transmission - 1 SC 2:04:1
SP-7	12 volt starter and alternator
SP-8	Two year or 5000 hour new engine warranty
SP-9	One year and unlimited hour new transmission warranty
SP-10	Front engine supports
SP-11	Set of transmission mounts
SP-12	SAE # 1 housing 11.5 torsional drive
SP-13	Mechanical selector valve
SP-14	100 Horsepower clutch able power take off
SP-15	Blank shaft companion coupling
SP-16	Engine mounted expansion tank
SP-17	Dry Exhaust manifold
SP-18	Lube oil pump
SP-19	Fuel pump
SP-20	Primary fuel and water separator with <b>Water in Fuel Sensor (WIF)</b>
SP-21	Engine lube oil cooler
SP-22	Marine gear oil cooler
SP-23	Spin on oil and fuel filters
SP-24	Oil pan and dip stick
SP-25	Air filter-dry type
SP-26	SEA #1 flywheel housing
SP-27	Inlet and outlet keel cooled connections
SP-28	40-50 feet extension harness
<b>Note:</b>	<b>Must provide Keel Cooler for engine package that is selected</b>

**ATTACHMENT A PART 2**

<b>STANDARD FEATURES: Specifications for IFB #15-004 - Generator</b>	
SP-1	This engine package must also include a four (4) cylinder, 1800 RPM, 20 k w keel cooled generator with dry exhaust and includes the following Standards:
SP-2	Wet manifold - 60 Hertz
SP-3	12 volt starter and alternator
SP-4	Heavy duty steel frame with isolators single phase circuit breaker
SP-5	Output volts - 120/240 single phase
SP-6	Output amps - 175/87.5
SP-7	Automatic engine shutdown for low oil pressure and high engine coolant
SP-8	Fuel transfer pump
SP-9	Air silencer intake cleaner
SP-11	Keel cooler for using sea water temperature at 85 Fahrenheit
SP-12	Unit mounted start, stop, preheat, and hour meter
SP-13	Remote start panel with oil pressure, water temperature, and hour meter

This engine package must come with an installation review and a one day Sea Trial as per manufacturer guidelines to activate the warranty and must be included in the total price of the equipment; as well as, all standard equipment necessary for the operation of the engine and generator.

**PAYMENT TERMS**

Payment terms are net forty-five (45) days upon delivery.



**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.

\_\_\_\_\_  
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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.

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

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