

# **INVITATION FOR BIDS**

**No. 3160000768**

**SMART No. 1450-16-R-IFBD-  
00019**

**IFB-JUVENILE REEF FISH HABITAT  
DEPLOYMENT PROJECT**

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

Contact: Sonja Slater – [Sonja.Slater@dmr.ms.gov](mailto:Sonja.Slater@dmr.ms.gov)

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# SUMMARY

**Project:**

Juvenile Reef Fish Habitat Deployment Project

**Description:**

We are seeking the construction and deployment of artificial reef habitats.

**MDMR Point of Contact:**

Sonja Slater  
Sonja.slater@dmr.ms.gov

**Important Dates:**

Bid Package Submission Deadline:	January 5, 2016 at 10:00 a.m. CST
Notification of Successful Bidder:	January 11, 2016, 5:00 p.m. CST
Estimated Project Start Date:	February 1, 2016

# ABOUT THIS IFB

The Mississippi Department of Marine Resources has issued this invitation for bids (IFB). The IFB contains the information necessary to submit a bid and describes the bid process. The MDMR is not bound by any information not contained in this IFB, unless formally noticed and issued by the point of contact. All attachments are incorporated as part of this IFB. Any contract issued from this IFB will contain certain required clauses. You can review these clauses in Attachment D.

The MDMR may issue amendments. If it does, the amendments will be posted on the MDMR website (<http://www.dmr.ms.gov>) and the Department of Finance and Administration (DFA) “Buying and Selling to Government in Mississippi” website ([https://www.ms.gov/dfa/contract\\_bid\\_search/Bid](https://www.ms.gov/dfa/contract_bid_search/Bid)). **All bidders must acknowledge receipt of all amendments by signing and returning the amendments with their bids.** The acknowledgment must identify each amendment number and date in the space provided on the bid form. If a bid has already been submitted, you may acknowledge receipt of the amendments by letter. The acknowledgment must be received by the MDMR by the time and at the place specified for receipt of bids. It is the bidder’s sole responsibility to monitor the websites for amendments to the IFB.

# THE PROJECT

We are the Mississippi Department of Marine Resources (“MDMR”). We are seeking a bid from you, the bidder, for the construction and deployment of artificial reef habitats.

## What Is the Project?

The project is for the construction and deployment of juvenile reef fish habitats (sometimes referred to herein as “reefs”). The deployment of artificial juvenile reef fish habitats is for the enhancement of recruitment of zero-year class reef fish species in Mississippi’s adjacent federal waters. These adjacent federal waters consist primarily of a flat featureless mud/sand bottom. The addition of the habitats will provide juvenile reef fish with habitats free from predators and competition and decrease mortality. A decrease in recruitment mortality will allow more fish to reach maturity and enter the fishery.

## What Is the Project Scope?

The contractor will be responsible for building and deploying juvenile reef fish habitats by barge at three locations on Fish Haven 3, Fish Haven 13 and Fish Haven 14 (Attachment E). The juvenile reef fish habitats will be constructed of 4000 psi concrete with a microsilica additive or an alternative (*e.g.*, rebar) to strengthen the concrete structures. The habitats will have a nested box design (Attachment F) with the outside box measuring 36”w x 36”l x 36”h with 3” holes distributed across the five surface areas. The inside box will be 16”w x 16”l x 16”h with 1.5” holes distributed across the five surface areas. The thickness of the sides of the boxes will be 3”. The habitats will sit on a base 48”w by 48”l that will be 6” thick. Bids should include the price for construction and

deployment of each reef (habitat). The price of this project will not exceed \$195,000.

Additional scope requirements include:

- The contractor must meet with MDMR representatives at their office in Biloxi, Mississippi to discuss all aspects of the agreement prior to beginning any work. The date and time of the meeting will be set by mutual agreement following award of the contract.
- The contractor must supply the MDMR with the names and phone numbers of the persons who will be the official contact for the contractor's company.
- The MDMR will provide Global Positioning System (GPS) coordinates and a map of deployment locations to the successful contractor.
- An MDMR representative will be onsite to monitor and oversee that material is deployed at the locations specified by MDMR.
- The contractor must give a 24-hour notice prior to contractor's departure to reef site.
- All deployment activities must be conducted Monday through Friday between 8:00 a.m. and 5:00 p.m. No deployments may be made on weekends, or state or federal holidays.
- In the event that the weather or other environmental conditions are deemed by MDMR to be unsuitable for deployment, MDMR reserves the right to either cancel or postpone the deployment. There will be NO deployment activity during a Small Craft Advisory or greater.
- The contractor will deploy half of the material in groups of four (4) and the other half of the material as individual reefs at each Fish Haven. The structures should be deployed in a controlled manner and the structures must be set in an upright position. The

individual structures or groups (4) of structures must be at least approximately 15 meters apart.

- The contractor must deploy the material according to permit specifications which require there must be at least 20 feet of relief from the material to the water surface on FH-14, 50 feet of relief from the material to the water surface on FH-13 and 30 feet of relief from material to the water surface on FH-3.
- The contractor is responsible for determining the best method for ensuring reef units are deployed inside the designated reef zone. All arrangements for labor and equipment required to load or transport the reef units, including rental or lease of cranes, lift barge or other equipment and the hiring of labor such as stevedores or crane operators, are the responsibility of the contractor.
- The contractor must retrieve any and all debris which is expelled during the deployment. The contractor must provide a vessel and personnel to achieve this debris collection. The debris collection vessel must be capable of communicating with the captain in charge of the deployment barge. All personnel must wear a United States Coast Guard approved Personal Flotation Device while on deck during deployment and while retrieving any debris.

### **What Are the Expected Deliverables?**

- Construction of juvenile reef habitats
- Deployment of juvenile reef habitats
- Project completion date: Within six months of contract execution

## **What Is MDMR?**

The Mississippi Department of Marine Resources manages our coastal resources through the authority of the Commission on Marine Resources. We are dedicated to enhancing, protecting and conserving the marine interests of Mississippi for present and future generations. We manage all marine life, public trust wetlands, adjacent uplands and waterfront areas for the long-term recreational, educational, commercial, and economic benefit of everyone.

# REQUIRED QUALIFICATIONS

## What Are the Required Qualifications for Bidding?

- Bidders must have recent (within the last five years) experience in successfully completing a minimum of three offshore marine work projects of a similar nature and scope as the work described in this IFB. Bidders must submit a list of projects which demonstrate the required experience, including a description of the work performed, and references (customers for the projects) with contact names and phone numbers. *See Attachment A.*
- You cannot submit a bid if you are debarred from bidding by the state, any political subdivision of the state (towns, cities, counties, agencies, etc.), any other state, or the federal government. You also cannot submit a bid if you are an agent of someone so debarred.
- Bidders must be registered with the Mississippi Secretary of State.
- Bidders must be registered in MAGIC (Mississippi's Accountability System for Government Information and Collaboration) portal at <http://www.mmrs.state.ms.us/vendors/index.shtml>.
- All equipment to be used on this project by bidders must be in compliance with Occupational Safety and Health Administration and United States Coast Guard requirements. Bidders may be required to provide MDMR with documents evidencing this compliance.

## How Do I Register with the Secretary of State?

You must be registered to do business with the Mississippi Secretary of State. Sole proprietors must register their fictitious business name, also referred to as a trade name or

“doing business as” name, with the Mississippi Secretary of State. See Miss. Code Ann. § 25-93-1 *et seq.* You can register at [www.sos.ms.gov](http://www.sos.ms.gov).

**How Do I Register in MAGIC?**

You can register in MAGIC at <http://www.mmrs.state.ms.us/vendors/index.shtml>.

**What Insurance Do I Need for this Project?**

In order to enter into a contract, you must meet minimum insurance protection requirements. You must provide evidence of your policies **within ten calendar days of a fully executed contract.**

All insurance policies must be issued by companies licensed or holding a Certificate of Authority from the Mississippi Department of Insurance. All liability insurance policies must provide coverage to the MDMR as an additional insured.

You must hold the following insurance:

<b>Coverage Type</b>	<b>Amount</b>
<b>Workers’ Compensation (as required by Mississippi law)</b>	
Accident (Per Occurrence)	\$100,000
Disease-Policy Limit	\$500,000
Disease-Per Employee	\$100,000
<b>General Liability</b>	
Aggregate	\$1,000,000
Personal Injury/Bodily Injury and Property Damage (Per Occurrence)	\$500,000
Fire Damage (Per Fire)	\$50,000
Medical Expense (Per Person)	\$5,000

<b>Contractors Protective Liability</b>	
General Aggregate	\$1,000,000
Per Occurrence	\$500,000

### **What Bonds Are Required for this Project?**

**You must provide certain bonds within ten calendar days of a fully executed contract.** All bonds must be corporate surety bonds issued by a surety company authorized to do business in Mississippi. MDMR must be named as exclusive beneficiary. This project requires the following bonds:

**Performance Bond.** You must provide a performance bond for 100 percent of the bid. The bond helps guarantee timely and complete performance of the project.

**Payment Bond.** You must provide a payment bond for 100 percent of the bid. The bond guarantees payment of all workers and subcontractors working on this project.

# BID SUBMISSION

## What Do I Need to Include in My Bid Submission?

Your bid package must contain the following:

1. Bid Cover Sheet (Attachment A) completed and signed
2. Bid Form (Attachment B) completed and signed
3. Deployment Plan (Attachment C) completed
4. Check List (Attachment G) completed and signed

## How Do I Fill Out the Bid Form?

Use the bid form to identify your best price. **You must identify your company's name on each page of the bid form, and each of the attachments. Complete all of the blanks and sign the form.**

You ***must*** use the bid form. Submissions without a bid form will be rejected as nonresponsive. Do not amend or add to the bid form, and do not alter the terms of the contract. We may reject modified bid forms as nonresponsive on a case-by-case basis.

You are responsible for the costs of preparing your bid. We do not accept liability for such expenses.

## How Do I Submit a Bid?

You may submit a bid in one of three ways. We do not accept email.

### 1. Personal Delivery.

You may bring the sealed bid package to the MDMR and deliver it directly to Sonja Slater or her designee on the 6<sup>th</sup> Floor. The address is:

1141 Bayview Ave.  
Biloxi, Mississippi 39530

**2. MAGIC.**

You may submit the package electronically in the MAGIC (Mississippi's Accountability System for Government Information and Collaboration) portal at <http://www.mmrs.state.ms.us/vendors/index.shtml>. You will need to register if you have not already done so. Please allow at least 48 hours to register and submit your bid through MAGIC.

**3. Mail.**

If you mail the bid package, we recommend that you use certified mail with a return receipt requested. We are not responsible for lost or delayed mail. Keep in mind that packages must be **received** by the due date in order to be accepted.

Seal the envelope and label it **exactly** as follows:

**JUVENILE REEF FISH HABITAT  
DEPLOYMENT PROJECT  
Bid No. 3160000768  
Opening Date: January 5, 2016 at 10:00  
a.m. CST  
Mississippi Department of Marine  
Resources  
Attention: Sonja Slater  
1141 Bayview Avenue  
Biloxi, MS 39530  
SEALED BID – DO NOT OPEN**

**When Are Bid Submissions Due?**

Your bid submission must be **received** by:

**January 5, 2016 at 10:00 a.m. CST**

If you submit by mail or personal delivery, we will mark your envelope with the date and time of receipt.

### **When I Submit My Bid, What Am I Certifying?**

When you submit a bid, then you promise that you will accept an award if offered. You also certify that you have not communicated with any other bidder or competitor regarding your bid or the price, your intention to submit a bid, or the factors you used to calculate the bid price. You can read more about your certifications on the Bid Form, Attachment B.

### **What If I Submit Confidential Information?**

Once information is submitted to us, it is controlled by the Mississippi Public Records Act, Miss. Code Ann. 25-61-1 *et al.* Most information is then open to the public. Only certain exempt information remains confidential.

It is good practice to segregate confidential documents from the rest of the bid package. If you have information that is exempt from the Act, then you must:

1. Mark the document as “CONFIDENTIAL” and
2. Identify the exemption in the Act, or elsewhere under Mississippi law, on which you are relying.

### **How Do I Amend or Withdraw My Bid?**

If you made a mistake in your bid submission, then you must notify us in writing requesting to withdraw the bid. If you discover the mistake after the bid opening, you must give us all original documents and materials you used to prepare your bid within two days of the bid opening.

A request to withdraw a bid after bid opening will only be allowed if all of the following are true:

1. The bid was submitted in good faith.
2. The bid price is substantially lower than the other bidders because of the mistake.
3. The mistake was a clerical error, not a judgment error.
4. The original documents used to prepare the bid clearly show that the mistake was an unintentional error in arithmetic or omission of labor or material.

### **Additional Requirements**

- Before a contract is signed, the winning bidder will be required to designate the exact equipment that will be used in the performance of the work and MDMR personnel may inspect the equipment which may be accepted or rejected because it is not considered to be satisfactory for the purpose of this project. The inspection will be conducted at a date and time mutually agreed upon between the contractor and the MDMR representative. Additionally, all equipment must be fully equipped with marine safety equipment as required by applicable state and/or federal law. Failure to comply with this requirement may result in rejection of the bid.
- The winning bidder must start the project within 10 days of receipt of a fully executed contract. Invoices for completed work are to be submitted once per month. The final invoice must be submitted within fifteen days of completion of the project.

# BID PROCESS

## What Is the Bid Process Timeline?

Invitation for Bid Issue Date: December 9, 2015, 10:00  
a.m. CST

Ads to Run in the Paper: December 9, 2015 and  
December 16 , 2015

Questions to MDMR  
Deadline: December 18, 2015, 10:00  
a.m. CST

Written Answers to Questions  
Posted: December 21, 2015, 10:00  
a.m. CST

**Bid Package Submission  
Deadline: January 5, 2016, 10:00  
a.m. CST**

Bid Opening: January 5, 2016, 10:00 a.m.  
CST

**Notification of Successful  
Bidder: January 11, 2016, 5:00  
p.m. CST**

**Estimated Project Start  
Date: February 1, 2016**

## **Questions and Requests for Clarification December 18, 2015**

If you have any questions or need clarification about this project, you must submit them to our point of contact by email or through MAGIC by December 18, 2015, 10:00 a.m. CST. All questions and answers will be published on the MDMR website <http://www.dmr.ms.gov> and in MAGIC by December 21, 2015 at 10:00 a.m. CST.

**Do not contact any other MDMR staff regarding this IFB.** Your MDMR point of contact is:

Sonja Slater, Director of Procurement  
Mississippi Department of Marine Resources  
Email: [Sonja.Slater@dmr.ms.gov](mailto:Sonja.Slater@dmr.ms.gov)

## **Bid Submissions Due January 5, 2016**

Your bid submission must be ***received*** by:

**January 5, 2016 at 10:00 a.m. CST**

For more information on how to bid, see the Bid Submission section beginning on page 10.

## **Bid Opening January 5, 2016**

The bid opening will be at 10:00 a.m. CST on January 5, 2016. At the bid opening, we will open, read, and announce the bid price of each bid. This is all that will happen. We will not discuss with any bidder the details of the specifications, and no award will be made at the bid opening. Bid openings are open to the public.

## **Notification of Successful Bidder**

### **January 11, 2016**

We will award the contract to the lowest and best bidder, subject to approval by the OPTFM if necessary. The award notification will be on January 11, 2016 by 5:00 p.m.

We will notify all bidders by mail and email of the award. We will also post the awarded bidder on our website at [www.dmr.ms.gov](http://www.dmr.ms.gov).

## **Bid Protests**

If you are an actual bidder, offeror or contractor and feel aggrieved by this IFB or the outcome, then you may file a protest with the Executive Director of the MDMR with a copy to the State Chief Procurement Officer. The protest must be in writing and explain the specific reasons that you are protesting. The protest must be filed within seven days after you know, or should have known, of the facts giving rise to your protest. Late protests will not be considered. *See* Section 6.101 of the Mississippi Procurement Manual available online at [www.dfa.state.ms.us/Purchasing/ProcurementManual.html](http://www.dfa.state.ms.us/Purchasing/ProcurementManual.html)

**ATTACHMENT A**

**BID COVER SHEET**

**COMPANY NAME:** \_\_\_\_\_

The Mississippi Department of Marine Resources, on behalf of the State of Mississippi, is accepting bids for the construction and deployment of artificial reef habitats.

Bids must be submitted by 10:00 a.m. CST on January 5, 2016.

**You Must Mark Your Sealed Envelope Like This:**

**JUVENILE REEF FISH HABITAT DEPLOYMENT  
PROJECT**

**Bid No. 3160000768**

**Opening Date: January 5, 2016 at 10:00 a.m. CST**

**Mississippi Department of Marine Resources**

**Attention: Sonja Slater**

**1141 Bayview Avenue**

**Biloxi, MS 39530**

**SEALED BID – DO NOT OPEN**

**Name of Company:**

\_\_\_\_\_

**Quoted by:**

\_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**City/State/Zip:**

\_\_\_\_\_

**Telephone:**

\_\_\_\_\_

**Fax Number:**

\_\_\_\_\_

**Email Address:**

\_\_\_\_\_

Name and phone number of company representative to be contacted by MDMR:

\_\_\_\_\_

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

**COMPANY NAME:** \_\_\_\_\_

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.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

### **Prior Projects of Comparable Complexity/References**

List prior experience in offshore marine work of a similar nature and scope as the work described in this IFB, including the project, location, time-frame for completion of the project, and reference (customer) for the project who can be contacted by MDMR. You must list a minimum of three projects. **For each reference, please provide current contact information, including phone number, as MDMR must be able to contact references immediately following the bid opening.**

You may use a supplemental sheet to describe the projects, if necessary.

1.

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2.

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3.

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4.

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5.

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**ATTACHMENT B**

**BID FORM**

**JUVENILE REEF FISH HABITAT  
DEPLOYMENT PROJECT**

**COMPANY NAME:** \_\_\_\_\_

Bid price \$\_\_\_\_\_ per reef (construction and deployment)

By signing below, you certify that you have authority to bind the company, and further acknowledge and certify on behalf of the company:

1. That you thoroughly read and understand the Invitation for Bids and its attachments.
2. That you meet all requirements and acknowledge all the certifications contained in the IFB.
3. That you agree to all provisions of the IFB, including the contract clauses in Attachment D.
4. That you will perform the services required at the prices quoted above.
5. That, to the best of your knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

**COMPANY NAME:** \_\_\_\_\_

6. **NON-DEBARMENT.** By submitting a bid, you are certifying that you are not currently debarred from bidding by the state, any political subdivision of the state (towns, cities, counties, agencies, etc.), any other state, or the federal government. You also certify that you are not submitting a bid as an agent of someone so debarred.
7. **INDEPENDENT PRICE DETERMINATION.** You certify that you have not communicated with any other bidder or competitor regarding your bid or the price, your intention to submit a bid, or the factors you used to calculate the bid price.
8. **CONTINGENT FEES.** Have you retained a person to solicit or secure a state contract upon an agreement or understanding for compensation?
- Yes
  - No
- If yes, please explain:

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9. **GRATUITIES.** You represent that you have not violated, are not violating, and promise not to violate the prohibition against gratuities set forth in Section 9.105 of the Mississippi Procurement Manual available online at [www.dfa.state.ms.us/Purchasing/ProcurementManual.html](http://www.dfa.state.ms.us/Purchasing/ProcurementManual.html).

**COMPANY NAME:** \_\_\_\_\_

**10. ACKNOWLEDGMENT OF AMENDMENTS.**

You acknowledge all amendments to this IFB. Please list the amendments acknowledged by the amendment number and date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date



## ATTACHMENT D

# CONTRACT CLAUSES

**The following are some of the clauses that will be included in any contract arising from this IFB. By submitting a bid, you agree to be bound by these clauses (or clauses substantially similar to these) if you are awarded the project. The final contract may contain additional clauses.**

### **Payment**

**Payment Processing.** The MDMR makes payments within 45 days of receiving an approved invoice. Payment will not be made for services performed before the execution or after expiration of this contract.

**How Payments Are Made.** The MDMR makes payments electronically through the MAGIC Accounting System. Payments are deposited into the Contractor's chosen bank account. The MDMR may require the Contractor to electronically submit invoices and supporting documentation. The Contractor understands that the MDMR is exempt from paying taxes.

### **Certifications**

The Contractor certifies the following:

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

**Representation Regarding Contingent Fees.** The Contractor represents that it has not retained a person to solicit or secure a

state contract upon an agreement or understanding for compensation, except as disclosed in Contractor's bid or proposal.

## **Employees and Subcontracts**

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

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

**E-Verify Program.** The Contractor will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. §§ 71-11-3. For anyone hired to perform work in Mississippi, the Contractor must register and participate in the E-Verify Program operated by the United States Department of Homeland Security. The Contractor agrees to maintain records of compliance and to provide a copy of verification to the MDMR on request. The Contractor further represents and warrants that any person assigned to perform services related to this contract meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands that any breach of these warranties may subject it to the following:

- a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three years, with notice of the termination being made public, or
- b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or government entity for the right to do business in Mississippi for up to one year, or

- c) both. In the event of termination, Contractor is also liable for any additional costs incurred by the state due to contract cancellation or loss of license or permit.

### **Access to Records.**

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

### **Termination**

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

- A. for default;
- B. for convenience;
- C. for insufficient funds; or
- D. by mutual agreement.

**Termination for Default.** If the MDMR determines that the Contractor has breached any provision of this contract, or it appears that the project deadlines will not be met, the MDMR may notify the Contractor in writing of the delay or nonperformance. The writing must provide a time period for cure. If the Contractor does not cure in the time specified, then the MDMR may terminate all or part of the contract. The MDMR may then procure similar supplies or services from another vendor. The Contractor must continue performance of the contract to the extent it is not

terminated and is liable for MDMR's excess costs to procure similar goods or services.

**Termination for Convenience.** The MDMR may, when the interests of the state so require, terminate this contract in whole or in part, for the convenience of the state.

**Termination for Insufficient Funds.** The MDMR's obligations under this contract are conditioned on the appropriation of funds by the state or federal government. If the anticipated funds are ever insufficient or there is a material alteration in the funded program, then the MDMR may terminate this agreement with 10 day's written notice to the Contractor. If the MDMR terminates the contract under this subsection, then it does so without any damage, penalty, cost, or expense.

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

**Force Majeure.** Each party is excused from performance of 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 the party or its contractors. Force majeure events include acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters. When such a cause arises, the Contractor must notify the MDMR 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 automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the MDMR determines it to be in its best interest to terminate the contract.

**In Case of Termination.** On the date of termination, the Contractor incurs no further obligations regarding the terminated portion of the work. The MDMR will pay for completed services at

the contract price. The MDMR may withhold such sums as the MDMR considers necessary to protect the state against loss because of outstanding liens or claims of former lien holders and to reimburse the MDMR for the excess costs incurred in procuring similar goods and services.

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

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

## **Stop Work Order**

### **Order to Stop Work**

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

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

- a) cancel the stop work order; or

- b) terminate the work covered by the order. If MDMR elects to terminate for default, it does not need to issue a new notice and may terminate immediately.

### **Cancellation or Expiration of the Order:**

If a stop work order expires or is cancelled, the Contractor may resume work. An appropriate adjustment may be made in the delivery schedule and price if:

1. the stop work order results in an increase in the time or cost required for performance of this contract;
2. the Contractor asserts a claim for an adjustment within 30 days after the end of the period of work stoppage. The MDMR may waive this time requirement if it decides that the facts justify such an action; and
3. the modifications are put in writing and signed by the parties.

### **Confidentiality**

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

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

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

## **Liability and Indemnification**

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

Contractor or its independent contractors. Contractor must comply with all applicable laws and government regulations, including OSHA and comparable state requirements.

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

## **Miscellaneous**

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

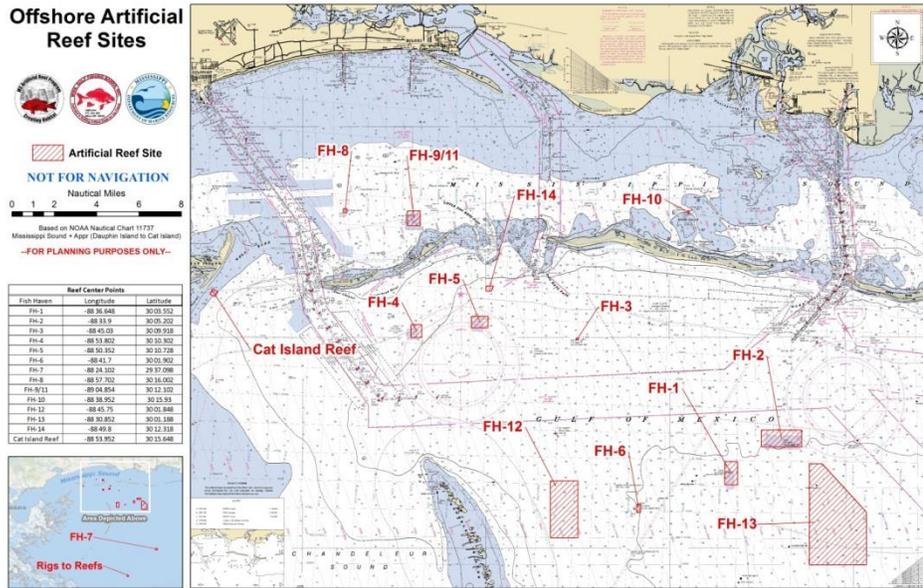
**Entire Agreement.** This Agreement and its attachments are the entire understanding between the parties.

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

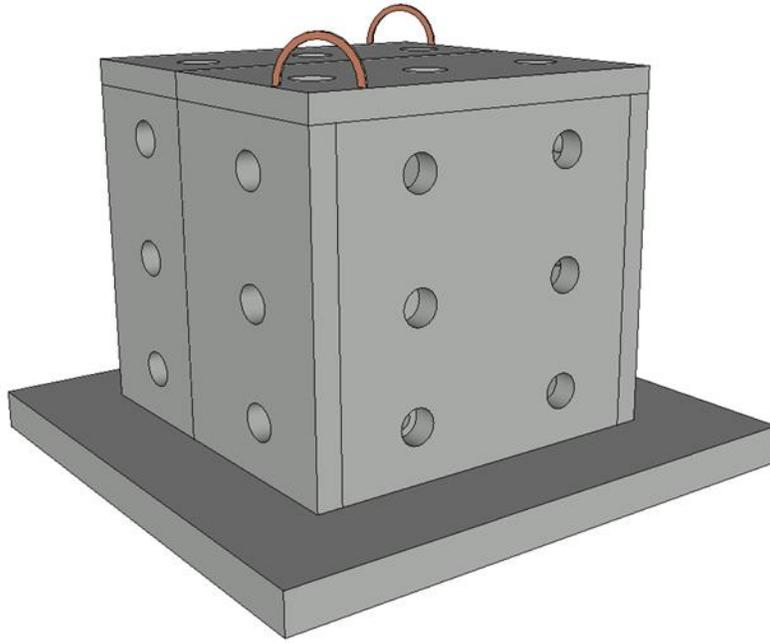
**No Delegation (Subcontracting).** The Contractor acknowledges that it was selected by the MDMR to perform the work based upon the Contractor's special skills and expertise. The Contractor must not delegate its duties under this Agreement in whole or in part without the prior written consent of the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

**Applicable Law.** This Agreement is governed and interpreted by Mississippi law. Any lawsuit arising directly or indirectly out of this Agreement must be litigated in the state courts of Mississippi. The Agreement is further governed by the Mississippi Procurement Manual, a copy of which is available online at [www.dfa.state.ms.us/Purchasing/ProcurementManual.html](http://www.dfa.state.ms.us/Purchasing/ProcurementManual.html).

# ATTACHMENT E

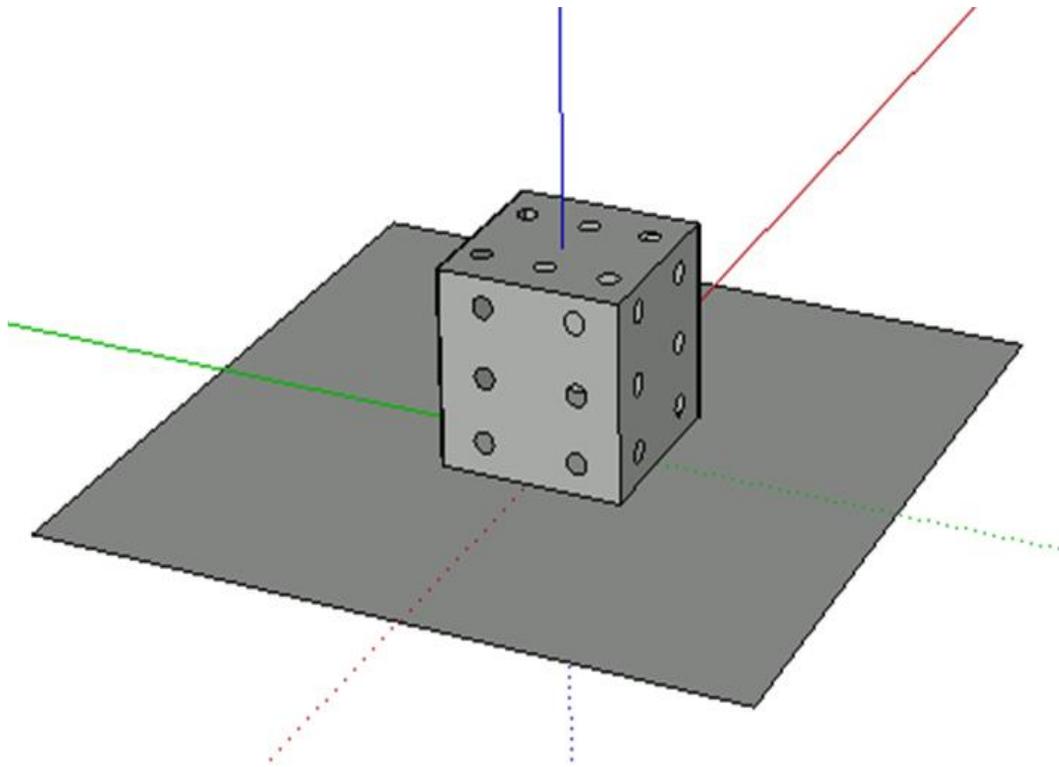


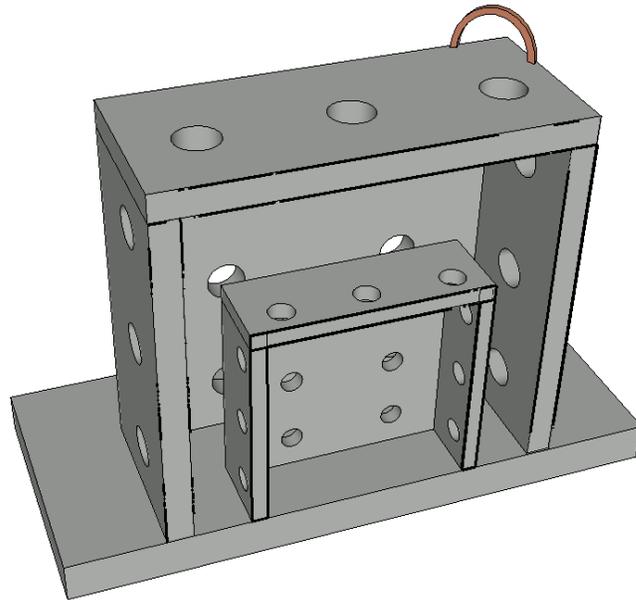
## ATTACHMENT F



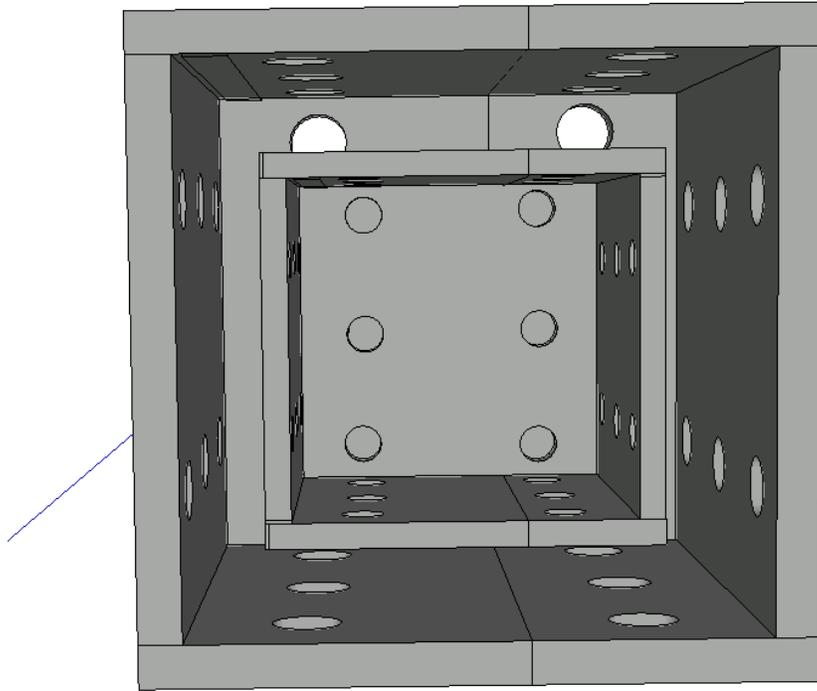
Outside Box: 36" w x 36" l x 36" h with 3" holes and 3" thick walls  
Base: 48" w by 48" l and 6" thick

Inside Box: 16" w x 16" l x 16" h with 1.5" holes and 3" thick wall





Cross Section showing nested design of reef



Bottom view showing nested design of reef

## ATTACHMENT G

COMPANY NAME: \_\_\_\_\_

# Checklist of Submitted Documentation

	Initials
Minimum of Three References Submitted	
Deployment Plan	
Registered with MAGIC	
Registered with Mississippi Secretary of State	
All Equipment OSHA and USCG Certified	

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\*\*

Insurance Requirements to be submitted within ten calendar days of contract execution
Performance Bond to be submitted within ten calendar days of contract execution
Payment Bond to be submitted within ten calendar days of contract execution