

**INVITATION FOR BIDS**  
**RFx No. 316000802**  
**SMART No. 1450-R-IFBD-00022**  
**IFB-BOAT FOR MARINE FISHERIES**

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

Contact: Kacey Williams – [Procurement@dmr.ms.gov](mailto:Procurement@dmr.ms.gov)

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# SUMMARY

**Project:**

Boat for Marine Fisheries

**Description:**

We are seeking one Boat for Marine Fisheries.

**MDMR Point of Contact:**

Kacey Williams  
Procurement@dmr.ms.gov

**Important Dates:**

Questions to MDMR:	January 22, 2016, 10:00 a.m. CST
Answers to Questions posted on MDMR website:	January 25, 2016, 5:00 p.m. CST
Bid Package Submission Deadline:	February 3, 2016, 10:00 a.m. CST
Notification of Successful Bidder:	February 10, 2016, 10:00 a.m. CST

# 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 C.

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 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 one Boat for Marine Fisheries.

## **What Is the Project?**

The specifications outlined in this IFB are intended to describe and establish minimum requirements for a boat to be used by Fisheries personnel on waters within Mississippi’s state territorial boundary and adjacent federal waters of the Gulf of Mexico. Due to the boat’s potential to be operated continuously and during adverse weather conditions, the boat must be constructed to the highest marine standards to ensure personnel and equipment safety.

## **What Is the Project Scope?**

The boat must be manufactured in accordance with United States Coast Guard (USCG), National Marine Manufacturers Association (NMMA), and American Boat and Yacht Council (ABYC) guidelines. The boat must be self-bailing. To ensure that MDMR receives a boat of proven performance, the quoted hull must be in current production. 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.**

All workmanship must be free from faults and defects and in conformance with Attachment D, specifications. The boat must be delivered in a seaworthy condition and fit for the purposes for which it was intended.

A copy of the warranty (for commercial and government use) must be provided with the bid for item one. For items two

and three, a warranty must be submitted ten days prior to the delivery of the boat. Warranties shall at a minimum include:

1. Hull structure: for aluminum hull, ten (10) years from the date of delivery to MDMR against manufacturer defects; for fiberglass hull, limited lifetime warranty from the date of delivery to MDMR against manufacturer defects.
2. Accessories manufactured by the vendor: one (1) year from the date of delivery to MDMR against manufacturer's defects.
3. Engines, electronics and other accessories: to be warranted by the manufacturer of the products (engines, electronics, and other accessories).

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

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

- 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 within 6 months (180 days).
- Ten days prior to delivery of the boat, the contractor must provide a copy of the following:
  - a. a Builder's Certificate so the boat can be documented;
  - b. any other forms or documents necessary to obtain documentation of the boat with the United States Coast Guard;
  - c. the warranty and maintenance package that includes the manufacturer's literature;

- d. the boat's finishes and appurtenant equipment;  
and,
- e. any as-built drawings.

The contractor must make the boat available for a sailing and motoring sea trial to MDMR's satisfaction. Contractor must make the boat available for marine and engine condition surveys to the MDMR's satisfaction at MDMR's expense. If the sea trial or surveys reveals defects in the boat, then the contractor must correct the defects at no additional cost to MDMR. After completion of sea trial and surveys and/or correction of all noted defects, the contractor must deliver the completed boat to MDMR in the water. On the delivery of the boat, the contractor must provide a bill of sale, warranting the boat to be free and clear of all liens, claims, and encumbrances. The contractor bears all risk of loss of the boat and trailer until delivery to and acceptance by the MDMR.

### **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.

### **What Are the Required Qualifications?**

The required qualifications for **bidding** are:

- 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.

- Bidders must have recent (within the last five years) experience in successfully completing a minimum of three projects of a similar scope as the work described in this IFB (designing and manufacturing Marine Boats of similar size). 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 in MAGIC (Mississippi's Accountability System for Government Information and Collaboration) portal at <http://www.mmrs.state.ms.us/vendors/index.shtml>.

The required qualifications for **contracting** are:

- Vendors which are domestic corporations, limited liability companies, or limited partnerships must be in good standing with the Mississippi Secretary of State.
- Vendors which are foreign corporations, limited liability companies, or limited partnerships may be required to register with the Mississippi Secretary of State to transact business in Mississippi. *See Miss. Code Ann § 79-4-15.01.*

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

If you are required to register with the Mississippi Secretary of State, you may do so 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.

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

You must hold the following insurance in order to bid on this project:

Coverage Type	Amount
<b>Workers' Compensation (if required by 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	\$5,000

Person)	
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**What Bonds Are Required for this Project?**

This project does not require any bonds.

# 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. Check List (Attachment E) 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 (Attachment B), as well as on each page of Attachments A and E. 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 a modified bid form as nonresponsive on a case-by-case basis.

In some cases before we find your bid nonresponsive, we may require you to withdraw or change problem sections of your bid if they do not affect the quality, quantity, price, or delivery of the service.

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 bids by email.

1. **Personal Delivery.**

You may bring the sealed bid package to the MDMR and deliver it directly to Kacey Williams 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.

You should allow 72 hours before the submission deadline to submit the package electronically in MAGIC, especially if you have not previously submitted bid packages in 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:

**Boat for Marine Fisheries**  
**RFX No. 3160000802**  
**Opening Date: 10:00 a.m. CST,**  
**February 3, 2016**  
**Mississippi Department of Marine**  
**Resources**  
**Attention: Kacey Williams**

**1141 Bayview Avenue  
Biloxi, MS 39530  
SEALED BID – DO NOT OPEN**

### **When Are Bid Submissions Due?**

Your bid submission must be *received* by:

**February 3, 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.

# BID PROCESS

## What Is the Bid Process Timeline?

Invitation for Bid Issue Date:	January 13, 2016 10:00 a.m. CST
Ads to Run in the Paper:	January 13, 2016 and January 20, 2016
Questions to MDMR Deadline:	January 22, 2016, 10:00 a.m. CST
Written Answers to Questions Posted:	January 25, 2016, 5:00 p.m. CST
<b>Bid Package Submission Deadline:</b>	<b>February 3, 2016, 10:00 a.m. CST</b>
Bid Opening:	February 3, 2016, 10:00 a.m. CST
<b>Notification of Successful Bidder:</b>	<b>February 10, 2016, 10:00 a.m. CST</b>

## **Questions and Requests for Clarification January 22, 2016**

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 January 22, 2016, 10:00 a.m. CST. All questions and answers will be published on the MDMR website <http://www.dmr.ms.gov> on January 25, 2016, 5:00 p.m. CST.

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

Kacey Williams, Chief Financial Officer  
Mississippi Department of Marine Resources  
Email: [Procurement@dmr.ms.gov](mailto:Procurement@dmr.ms.gov)

## **Bid Submissions Due February 3, 2016**

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

**February 3, 2016 at 10:00 a.m. CST**

For more information on how to bid, see the Bid Submission section beginning on page 7.

## **Bid Opening February 3, 2016**

The bid opening will be at 10:00 a.m. CST on February 3, 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**

### **February 10, 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 February 10, 2016.

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**

Company Name: \_\_\_\_\_

**BID COVER SHEET**

The Mississippi Department of Marine Resources, on behalf of the State of Mississippi, is accepting bids for one Marine Fisheries Boat.

Bids must be submitted by 10:00 a.m. CST on February 3, 2016.

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

**BOAT FOR MARINE FISHERIES  
RFx No. 3160000802  
Opening Date: 10:00 a.m. CST, February 3,  
2016  
Mississippi Department of Marine Resources  
Attention: Kacey Williams  
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.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Prior Projects of Similar Nature:**

List prior experience of a similar nature and scope as the work described in this IFB (designing and manufacturing Marine Boats

Company Name: \_\_\_\_\_

of similar size), including the project, location, 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**

Company Name: \_\_\_\_\_

### **BID FORM**

## **BOAT FOR MARINE FISHERIES**

Bid price \$ \_\_\_\_\_ for one Boat for Marine Fisheries.

By signing below, you certify that you have authority to bind the company. You further 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 C.
4. That you will provide the boat in the manner required by the IFB at the price quoted above.
5. That, to the best of your knowledge and belief, the cost or pricing data submitted is accurate, complete,

Company Name: \_\_\_\_\_

6. **Not Debarred.** By submitting a bid, you certify that you are not currently debarred from bidding by the State, any political subdivision of the State (towns, cities, counties, agencies, etc.), or any other state. You also certify that you are not submitting a bid as an agent of someone 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 promised compensation to any person to solicit or secure a state contract?  
Check One.
  - Yes
  - No

If you checked 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. Amendments.** You acknowledge all Amendments to this IFB. Please list Amendments acknowledged by number and date:

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

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

**SIGNATURE:**

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

\_\_\_\_\_  
Date

## ATTACHMENT C

# 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 D

# SPECIFICATIONS

<b>Boat Specifications</b> <b>for</b> <b>Mississippi Department of Marine Resources</b>  <b>Boat for Marine Fisheries</b>			
<b>STANDARD FEATURES: Specifications for IFB# 316000802</b>			
SP-1	Length:	35-40 feet	
SP-2	Max Horse Power (with hydraulic steering):	700-1100 horsepower	
SP-3	Approximate Draft:	manufacturer suggested (based on hull design)	
SP-4	Approximate Boat Weight: Dry Weight with Engines	manufacturer suggested (based on hull design)	
SP-5	Fuel Capacity:	300-550 gallons	
SP-6	Persons	manufacturer suggested (based on hull design)	
SP-7	Max Weight Capacity:	manufacturer suggested (based on hull design)	
SP-8	Hull must come with aluminum slide on trailer with spare tire, Triple axles or greater, with power winch and trailer brakes.		
SP-9	Width	9-11 ft	
<b>CONSTRUCTION</b>		<b>CONSOLE</b>	
SP-10	· Catamaran or mono hull	SP-27	· If fiberglass must have stainless steel rod holders
SP-11	· Fiberglass or heavy duty aluminum hull construction	<b>MARINE GRADE ELECTRICAL SYSTEM:</b>	
SP-12	· If fiberglass hull, limited lifetime warranty	SP-28	· All electronics must be able to be flush mounted to console
SP-13	· If aluminum hull, limited 10 year hull warranty	SP-29	· LED navigational lights
SP-14	· May have solid T-top or pilot house consistent with size of boat	SP-30	· Electrical panel should be mounted under console
SP-15	· Self-Bailing	<b>HARDWARE CONTINUED:</b>	
<b>HARDWARE:</b>		SP-31	· Must contain electronic dry storage for issued electronics. i.e. notebooks and/or scientific equipment
SP-16	· If fiberglass must have stainless steel hardware	SP-32	· Lockable dry storage
SP-17	· Motors will be drop shipped for installation	SP-33	· 40-60 gallon live well with clear lid and aerator (at least one)
SP-18	· If fiberglass, stainless steel pop up cleats	SP-34	· Bilge pumps (manufacturer suggested based on hull design)
SP-19	· If fiberglass must have heavy duty rub rail		
SP-20	· Integrated 125 qt cooler		
SP-21	· Storage under seat		
SP-22	· Minimum 12 rod holders 2 of which must be positioned as far forward as possible.		
SP-23	· Fresh water wash down		
SP-24	· Salt water wash down		
SP-25	· Underwater LED lighting		
SP-26			

**ATTACHMENT E**

**Checklist of Submitted  
Documentation**

	Initials
Minimum of Three Projects with References (Customers) Submitted.	
Registered with MAGIC.	
Amendments to IFB acknowledged, if any.	
Attachment A, Attachment B and Attachment E signed.	

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

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

Date: \_\_\_\_\_