



Mississippi Department of Marine Resources

Amendment One

Barge Use for Oyster Relay

RFx 3160002536

Smart No. 1450-19-R-IFBD-00001

SCOPE OF WORK, QUESTIONS AND ANSWERS DEADLINE EXTENSION, AND BID
FORM

Contact: Rick Kinnard, Procurement Director procurement@dmr.ms.gov

THIS IS AMENDMENT ONE TO THE INVITATION FOR BIDS. THE AMENDED LANGUAGE REFLECTED IN THIS DOCUMENT HAS BEEN HIGHLIGHTED IN YELLOW. YOU MUST ACKNOWLEDGE THIS AND ALL FUTURE AMENDMENTS ON THE BID FORM (ATTACHMENT B) OR, IF YOUR BID HAS ALREADY BEEN SUBMITTED, BY LETTER. YOUR ACKNOWLEDGMENT OF ALL AMENDMENTS MUST BE RECEIVED BY THE MDMR BY THE DEADLINE FOR RECEIPT OF YOUR BID.

Section 2 – Scope of Work

- 1.1 The Contractor will provide and be responsible for personnel, vessels and/or barges, equipment and machinery necessary for the transfer of oysters as directed by the MDMR. The Contractor will load and deploy oysters only in areas designated by the MDMR and at the times allocated by the MDMR for such activities;
- 1.2 The Contractor will load a minimum of 3,000 sacks of oysters from oyster boats onto the Contractor's vessels or barges which will be located at Pascagoula, and then transport those oysters to a destination or destinations as determined by the MDMR. The Contractor will deploy the oysters evenly over the areas designated by the MDMR;
- 1.3 The Contractor understands the first two days of the relay are for tonging only with one extra day for inclement weather. The Contractor understands the remaining oysters will be harvested by dredging until the quota (18,864) is met.
- 1.4 The Contractor will transport oysters to deployment areas on barges or vessels that are loaded to conform to the depth of the water at the deployment sites so as to not draw more than five feet of water;
- 1.5 The Contractor will utilize a grid pattern in deployment so as to accomplish a uniform distribution of the material to the density determined by MDMR personnel;
- 1.6 The Contractor agrees that at no time will the deploying barge and tug disburse the oysters over previously deployed areas unless authorized to do so by MDMR personnel;
- 1.7 The Contractor agrees that a tugboat used to disburse the oysters shall not push or pull more than one loaded barge at a time during transfer and deployment, so as to ensure proper maneuverability;
- 1.8 The Contractor will disburse the oysters in a thin, even layer;
- 1.9 The Contractor will allow independent contractor dealer/processors designated by MDMR to board the vessel at the loading site for the purpose of purchasing oysters;
- 1.10 The Contractor will allow MDMR personnel to accompany the Contractor on the vessel to observe loading, transfer and deployment techniques and to verify that all oysters are being properly loaded, transferred and deployed;
- 1.11 The Contractor shall require all personnel and passengers to wear a U.S. Coast Guard Approved Personal Floatation Device while on deck during loading, transfer and deployment;
- 1.12 The Contractor will have equipment and personnel capable of loading, transferring and deploying a minimum of 3,000 sacks of oysters daily;
- 1.13 The Contractor must have a minimum of two (2) material barges, minimum size 90' x

25' or capable of carrying 15,000 sacks and a minimum of one (1) equipment barge capable of carrying MDMR personnel and independent contractor seafood dealers/processors;

1.14 The Contractor will provide vessels and barges with qualified and sufficient personnel and equipment for each vessel and will commence loading, transferring and deploying oysters within the time frame as specified in **Section 1.15** of this agreement and will continue delivery without delay until notified to the contrary by the MDMR personnel monitoring this project;

1.15 The Contractor shall be aware operation may commence as early as November 8, 2018. The Contractor should be available to set up for operations by 0700 hours on that date. All operations will end once all oysters have been deployed. The Contractor will only deploy loaded barges during daylight hours and as directed by MDMR personnel;

1.16 The Contractor will assume responsibility for any damage to Contractor's vessel or equipment;

1.17 The Contractor will adhere to all applicable Mississippi and federal fishing regulations and all Mississippi and federal boating and other safety requirements;

1.18 The Contractor will perform additional duties as requested and mutually agreed upon by both the Contractor and the MDMR and agree to abide by rules and limitations established by the MDMR for this program;

1.19 In the event that weather or other environmental conditions are deemed unsuitable for deployment by the MDMR, the MDMR reserves the right to either cancel or postpone the deployment.

1.20 All equipment used on this project by the Contractor must be in compliance with Occupational Safety and Health Administration (OSHA) and United States Coast Guard requirements. The successful bidder may be required to provide MDMR with documents evidencing this compliance;

1.21 Before a contract is signed, the successful 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 successful bidder and the MDMR representative. Failure to comply with this requirement may result in rejection of the bid;

1.22 The contractor will also provide a functioning United States Coast Guard approved marine sanitation device (MSD) on the equipment barge; and,

1.23 The Contractor will not delegate or subcontract its duties under this Agreement in whole or in part.

Section 3 - Deadlines/Timeline

IFB Issue Date	September 20, 2018
Newspaper Publication Dates	September 20, 2018 & September 27, 2018
Deadline for Questions to MDMR	October 9, 2018, 2018 by 10:00 a.m. CST
Posting of Written Answers to Questions	October 10, 2018 by 4:00 p.m. CST
Bid Submission Deadline	October 23, 2018 at 2:00 p.m. CST

Section 4 - MDMR Contact and Questions/Requests for Clarification

All questions and requests for clarification must be submitted by email to:

Rick Kinnard, Procurement Director at procurement@dmr.ms.gov

All questions/requests for clarification must be received no later than **October 9, 2018 by 10:00 a.m. CST.**

All questions/requests for clarification and the answers thereto will be published on the MDMR website (<http://dmr.ms.gov>) and the MAGIC Portal <https://portal.magic.ms.gov/irj/portal> in a manner that all bidders will be able to view by **October 10, 2018 by 4:00 p.m. CST.**

The MDMR will not be bound by any verbal or written information that is not specified within this IFB unless formally noticed and issued by the contact person.

Attachment B – Bid Form

BARGE USE FOR OYSTER RELAY

COMPANY NAME: _____

Daily Rate \$ _____

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 - Contract Clauses](#).
4. That you will perform the Scope of Work in Section 2 of this 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, and current as of the submission date.
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. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.** The Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.
8. **CONTINGENT FEES.** Have you retained a person on a percentage, commission, or other contingent fee arrangement to solicit or secure a state contract on upon an agreement or understanding for compensation?
 Yes

No

If yes, please explain:

9. **REPRESENTATION REGARDING GRATUITIES.** You represent that you have not violated, are not violating, and promise that you will not violate the prohibition against gratuities set forth in Section 6-204 of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* available online at <http://www.dfa.ms.gov/media/6559/4-6-18-final-opscr-rules-sos-apa.pdf>.

10. **ACKNOWLEDGMENT OF AMENDMENTS.** You acknowledge all amendments to this IFB. Please list the amendments acknowledged by the amendment number and date:

COMPANY NAME: _____

SIGNATURE: _____

Name and Title

Date