



ENHANCE ★ PROTECT ★ CONSERVE

REQUEST FOR QUALIFICATIONS

For

”Artificial Reef Habitat Mapping Program”

RFQ#15-001

**Mississippi Department of Marine Resources
1141 Bayview Avenue
Biloxi, MS 39530
(228) 374-5000**

Contact Person:

Sonja Slater, Procurement Officer and Tidelands Program Coordinator

**Mississippi Department of Marine Resources
1141 Bayview Avenue
Biloxi, MS 39530
(228) 374-5000**

Request for Qualifications (RFQ) -"Artificial Reef Habitat Mapping Program"

RFP#15-001

To: Prospective Offerors

From: Mr. Jamie M Miller, Executive Director, Mississippi Department of Marine Resources (MDMR)

Subject: Request for Statements of Qualifications to provide an Artificial Reef Habitat Mapping Program.

1.0 SPECIFICATIONS, TERMS AND CONDITIONS FOR THE PROJECT "Artificial Reef Habitat Mapping Program"

1.1 GENERAL STATEMENT:

MDMR is requesting written qualifications to provide services relating to the "Artificial Reef Habitat Mapping Program." Additional information may be obtained by written request from MDMR, Attn: Sonja Slater, 1141 Bayview Avenue, Biloxi, MS 39530 or by email at Sonja.slater@dmr.ms.gov or www.DMR.ms.gov.

1.2 DETAIL DESCRIPTION:

Artificial reefs provide structure that enhances quality fishing opportunities for Mississippi anglers along with providing sites for diving in offshore waters. Currently, Mississippi has 15 permitted offshore artificial reef sites and eight Rigs-to-Reef sites. The permitted offshore artificial reef sites encompass roughly 16,000 acres of water bottom. These sites range in size from 8 to 10,000 acres. Materials used for Mississippi's offshore reefs include concrete rubble, steel hull vessels, Florida Limestone Pyramids, reef balls and oil rig crew quarters. The Rigs-to-Reef sites incorporate approximately 2,500 acres of water bottom. Materials in these areas are comprised of storm-damaged oil/gas platforms and decommissioned oil/gas jackets. In addition to providing habitat, these artificial reefs provide an economic benefit to the state of Mississippi.

1.3 SCOPE OF WORK AND SERVICES:

The Contractor, a licensed professional surveyor, will furnish all personnel and equipment necessary to conduct offshore positioning services and multi-beam and side scan surveys that cover 100% of the seafloor within both the Offshore Reef sites (Figure 1 and Table 1) and the Rigs to Reef sites (Figure 2 and Table 2). All post-processed survey results (final survey and associated deliverables) must be submitted to MDMR Attention Jimmy Sanders 1141 Bayview Avenue Biloxi, Mississippi 39530. Time is of the essence for completion of this project and a timeline must be submitted for the completion of this project. For additional information or questions relative to survey specifics contact Sonja Slater at (228) 374-4138 or sonja.slater@dmr.ms.gov.

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1.4 DELIVERABLES:

1.4.1 Final report must include five hard copies and five PDF reports on CD or DVD. Report should include description of areas surveyed, equipment used, sampling methodology, method of analysis, data analysis results, data reproductions of encountered artificial reef structures/significant features, survey or plats, and side scan image maps.

1.4.2 A certified surveyor's map and rendered multi-beam and side scan image map for the entire reef site where multi-beam and side scan surveying was performed. Plats/Maps must be provided in hard copy (~ 22" x 34") and digital format compatible with Arc Map. Maps must be of appropriate scale and include latitude/longitude and X/Y coordinates for the surveyed reef site and identified features. Coordinates must be furnished along with all vertical data will be referenced to Mean Lower Low Water (MLLW).

The following items must be identified and illustrated on the certified survey plats:

- a) Boundaries of each artificial reef site.
- b) Minimum clearance over each artificial reef structure/significant feature.
- c) Approximate boundary outline for each artificial reef structure/significant feature.
- d) Bathymetry within each permitted reef site.

1.4.3 Rendered multi-beam and side scan imagery provided in a geo-referenced file format for importation directly into a geographical information system.

1.4.4 Gridded XYZ files of processed multi-beam and side scan data.

1.4.5 Provide the center and corner points in North American Datum 1983 (NAD 1983) along with associated clearances for each structure in an Excel table.

1.5 PROJECT SCHEDULE: Time is of the essence for the completion of this project. The Contractor must submit a timeline for completion of the project with bid. However it is MDMR's requirement of this RFQ that it will be complete within four months of the start date.

1.6 CONTRACTOR REQUIREMENTS:

1.6.1 Contractors must demonstrate experience in the following: acquiring shallow water multi-beam data; acquiring mid water multi-beam data; acquiring vertical beam echo sounder data; acquiring side scan sonar data; acquiring multi-beam backscatter data; applying water level correctors to determine true depths; compiling reports, final products, and digital data; and, performing quality control during acquisition and processing.

1.6.2 Contractors must demonstrate availability and experience with hydrographic survey vessels in a variety of geographic locations, equipment, systems and software as follows:

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vessels capable of working in shallow waters near shore and larger vessels capable of working 30 days continuously off-shore; shallow water multi-beam and side scan capable of detecting significant features measuring at least 1m x 1m x 1m in waters up to 30 meters, and a cube measuring 5% of the depth in waters greater than 30 meters. Grid resolution must be 0.5 meter in waters up to 30 meters and a resolution 2.5% of the water depth in depths greater than 30 meters. Position reports in survey records and deliverables must be recorded in meters, with a precision of at least decimeters. This precision must be maintained throughout the processing pipeline and digital data.

- 1.6.3** Contractors must demonstrate availability GPS surveying equipment for establishing horizontal control; differential GPS equipment for vessel positioning; water level measurement gauges; and, enough additional personnel to acquire, process, and interpret data. Contractor must list the exact equipment that will be used in the performance of work and provide examples of work deliverables.
- 1.6.4** Data acquired will be analyzed by the contractor and integrated to produce a final survey report, backscatter imagery of artificial reef structures/significant features, multi-beam and side scan images, and certified surveyor plats for the surveyed reefs. The Contractor must also report any significant features found during survey, including but not limited to structures, pipelines, and natural features identified within and adjacent to the permitted reef area surveyed.
- 1.6.5** Contractor must furnish the services detailed in Section 3-Scope of Services. Prior to mobilization, Contractor will notify MDMR personnel of which areas are pending activity.
- 1.6.6** MDMR personnel may accept or rejected any bid based on equipment because it is not deemed to be satisfactory for the purpose of this contract. Additionally, all equipment must be fully equipped with marine safety equipment as required by applicable state or federal law and all equipment used on this project is in compliance with Occupational Safety and Health Administration.
- 1.6.7** Proposal Submission - Proposals can be submitted electronically via PDF format or paper by the application deadline of (**August 14, 2015 10:00 A.M.**) to: Mississippi Department of Marine Resources - Sonja Slater, Procurement Office at 1141 Bayview Ave. Biloxi, MS 39530.

The Mississippi Department of Marine Resources is not responsible for undelivered or miss-directed qualifications and it is the proposing firm's sole responsibility to confirm that proposals are complete and delivered in a timely fashion. Poorly prepared, frivolous or incomplete qualifications or qualifications submitted after the deadline will be rejected as non-responsive and not be considered for approval.

1.7 PRICE:

Final tasks and timelines will be developed as part of a contractual agreement between the successful Contractor and the MDMR, based on the Contractor's qualifications, this RFQ and MDMR funding available for this project.

1.8 PERIOD OF PERFORMANCE/TIME FRAME

The period of performance of this Professional Contract shall commence upon execution by the Executive Director of MDMR but not before **September 15, 2015** and end no later than **January 31, 2016**. If deemed necessary, this contract can be renewed on an as needed basis subject to the availability of projects or funds; however, any contract extension shall be under the same prices, terms, and conditions as in the original contract, and shall be agreed to, in writing, by the MDMR and the Contractor. The period of performance under the initial contract term and under any extension shall be conditioned upon the receipt of funds and satisfactory performance as determined by the MDMR.

1.8.1 Contractor must be ready to begin work on this project immediately upon notification of approved contract.

1.8.2 Time frames submitted in RFQ will be evaluated to determine if the project can adequately be performed in the given time period and if that time period will fit within granting authority deadlines.

1.9 CONTRACTOR'S WRITTEN PROPOSAL MUST CONTAIN ALL OF THE FOLLOWING MINIMUM INFORMATION:

1.9.1 Name of contractor; location of contractor's principal place of business; the place of performance of the proposed contract.

1.9.2 Age and size of contractor's business along with description of experience, abilities, and qualifications of the firm and all persons who would be assigned to provide the required services.

1.9.3 A listing of contracts under which services similar in scope, size, or discipline were performed or undertaken. On a RFQ form (See Attachment A), list projects to include the names and addresses of the projects, the scope of the project, and the names and telephone number of the clients for reference purposes. Work samples (in the form of PDFs or online document URLs should be included. All information on the RFQ form must be completed. Incomplete or unsigned RFQ forms will be rejected.

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1.9.4 A plan giving as much detail as is practical explaining how the services will be performed.

1.9.5 Time frame, by phase, for completion of the project.

1.9.6 The Outside of the envelope should include the following:

- a) Bid opening date and time and
- b) Proof of Good Standing with the Mississippi Secretary of State.

2.0 TIMELINE

RFQ Issue Date:	July 22 2015 Wednesday 10:00A.M.
Ads to run in the Paper:	July 22 2015 and July 29 2015
Question and Answer session	August 3 2015 Friday 10:00A.M.
Questions and answers posted	August 5 2015 Friday 10:00A.M.
RFQ Submission Deadline:	August 14 2015, Friday 10:00 A.M. CST
RFQ Opening:	August 14 2015, Friday 10:00 A.M. CST
Notification of Successful Vendor:	August 21 2015, Friday 10:00 A.M. CST

3.0 MDMR CONTACT AND QUESTIONS/REQUESTS FOR CLARIFICATION

- 3.1.** All questions, requests for clarification, and RFQ **should** be submitted through the Magic portal at: <http://www.mmrs.state.ms.us/vendors/index.shtml> or by paper addressed as follows: MDMR, Attn: Sonja Slater, 1141 Bayview Ave., Biloxi, MS 39530 or by email sonja.slater@dmr.ms.gov.
- 3.2.** The MDMR is not bound by any verbal or written information that is not specified within this RFQ unless formally notified and issued by the contact person.
- 3.3.** Should an amendment to the RFQ 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 RFQ.
- 3.4.** All questions and answers will be published on the MDMR website (<http://www.dmr.ms.gov>) and the Magic Portal

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<http://www.mmrs.state.ms.us/vendors/index.shtml> in a manner that all bidders will be able to view.

4.0 VENDOR REGISTRATION/PROPOSAL SUBMISSION REQUIREMENTS

This Request for Statements of Qualifications (RFQ) is issued for the State of Mississippi by the MDMR. The MDMR reserves the right, without qualification, to select any Statement of Qualifications as a basis for negotiation, to reject all Statements of Qualifications not meeting minimum requirements, and to exercise its discretion and apply its judgment with respect to any Statement of Qualifications submitted. Statements of Qualifications may be submitted by mail or electronically through the Magic Portal as outlined below:

4.1. 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."

4.2. If you have problems getting on the website, please contact the Mash Helpdesk at (601) 359-1343 or mash@dfa.ms.gov. You must receive a User ID and Password to access MAGIC's portal. This process could take up to 72 hours to complete. You may also contact Sonja Slater at (228) 523-4138 or email sonja.slater@dmr.ms.gov.

4.3. Electronic Submission

1. The Statement of Qualification package shall be submitted in Magic no later than **10:00 AM CST, Friday August 14, 2015**.
2. Timely submission of the RFQ package is the responsibility of the vendor. RFQs received after the specified time will be rejected and returned to the vendor unopened. All RFQs must be submitted through Magic.
3. The MDMR reserves the right to decide, on a case-by-case basis, whether to reject a RFQ with modifications or additions as nonresponsive.
4. As a precondition to RFQ acceptance, the MDMR may request the vendor to withdraw or modify any portion of the RFQ deemed nonresponsive that does not affect quality, quantity, or delivery of the service.

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5. Any vendor claiming that its response contains information exempt from the Mississippi Public Records Act (*Miss. Code Ann. § 25-61-1, et. seq.*), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.
6. The vendor should submit all attachments.

4.4. Paper Submission Requirements

The RFQ package must be sealed and must contain the following:

- 4.4.1 RFQ Cover Sheet (**Attachment B**).
- 4.4.2 RFQ Form (**Attachment A**) – must be submitted on the bid form.
- 4.4.3 The RFQ package shall be signed and submitted in a sealed envelope or package to 1141 Bayview Avenue, Biloxi MS 39530 no later than **10:00 AM CST, Friday August 14, 2015**.
- 4.4.4 Timely submission of the RFQ package is the responsibility of the vendor. RFQs received after the specified time will be rejected and returned to the vendor unopened.
- 4.4.5 The envelope or package shall be marked with the RFQ opening date and time, and the number of the RFQ (**10:00 AM CST, Friday August 14, 2015; RFQ No.15-103**).
- 4.4.6 The time and date of receipt will be indicated on the envelope or package by the MDMR staff.
- 4.4.7 Each page of the RFQ form and all attachments shall be identified with the name of the vendor.
- 4.4.8 Failure to submit a RFQ on the RFQ form provided will be considered cause for rejection of the RFQ. **Modifications or additions to any portion of the RFQ document may be cause for rejection of the RFQ.**
- 4.4.9 The MDMR reserves the right to decide, on a case-by-case basis, whether to reject a RFQ with modifications or additions as nonresponsive.
- 4.4.10 As a precondition to RFQ acceptance, the MDMR may request the vendor to withdraw or modify those portions of the RFQ deemed nonresponsive that do not affect quality, quantity, price, or delivery of the service.
- 4.4.11 Any vendor claiming that its response contains information exempt from the Mississippi Public Records Act (*Miss. Code Ann. § 25-61-1, et. seq.*), shall

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segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

4.4.12 All Statement of Qualifications packages must be received by MDMR no later than **10:00 AM CST, Friday August 14, 2015**. RFQs submitted via facsimile (faxes) **will not** be accepted. It is suggested that if a RFQ is mailed to MDMR, it should be posted in certified mail with a return receipt requested. MDMR will not be responsible for mail delays or lost mail.

4.4.13 Statement of Qualifications package should also include the following: RFQ number, opening date, Agency's name and address, and contact person.

4.4.14 Sealed RFQs should be mailed or hand delivered to and labeled as follows:

"Artificial Reef Habitat Mapping Program"

RFQ No. 15-001

Opening Date: **10:00 AM CST, Friday August 14, 2015**

Mississippi Department of Marine Resources

Attention: Sonja Slater

1141 Bayview Avenue

Biloxi MS 39530

SEALED STATEMENT OF QUALIFICATIONS - DO NOT OPEN

Contractor's Statement of Qualifications must contain the following minimum information:

- a) Statement of Qualifications must be submitted in sealed envelopes or packages addressed to MDMR as specified above.
- b) One original and two copies must be submitted.
- c) Name of Contractor; location of Contractor's principal place of business; the place of performance of the proposed contract.
- d) Age and size of offeror's business.
- e) Resume listing abilities, Statement of Qualifications and experience of all Firm/Team who will be assigned to provide the required services.
- f) All Statements of Qualifications material submitted in writing become the property of the MDMR.

5.0 Disclosure of Gratuities.

If the Contractor has provided any person or agency a percentage, commission, or other arrangement to secure a contract with the state, it must be disclosed in writing in the Statement of Qualifications. All prospective Contractors, regardless of such an arrangement, must certify that they have complied with this rule as follows:

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"The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract."

6.0 Proprietary Information/Mississippi Public Records Act.

Statements of Qualifications will be made available for inspection only after award of contract. For this reason, proprietary material should be clearly labeled as such. The classification of an entire Statement of Qualifications as proprietary or trade secret is not acceptable and may result in rejection of the Statement of Qualifications. Requests to review proprietary information will be handled in accordance with state law and applicable procedures. All disclosures of Statements of Qualifications information to interested parties are made in compliance with MDMR policies and procedures established in accordance with the Mississippi Public Records Act of 1983 defined in Section 25-61-1 et seq., of the Mississippi Code and exceptions found in Sections 25-61-9 and 79-23-1.

7.0 Acceptance of Statement of Qualifications

The MDMR reserves the right, in its sole discretion, to waive minor irregularities in Statements of Qualifications. Waivers, when granted, in no way modify the RFQ requirements or excuse a party from full compliance with the RFQ specifications and other contract requirements if the party is awarded the contract.

8.0 Rejection of Statement of Qualifications

Any Statement of Qualifications may be rejected in whole or in part when it is determined to be in the best interest of the MDMR, as provided by the Personal Service Contract Review Board regulations. Reasons for rejecting the Statement of Qualifications include, but are not limited to:

- a) The Statement of Qualifications contains unauthorized amendments to the requirements of the RFQ.
- b) The Statement of Qualifications is conditional.
- c) The Statement of Qualifications is incomplete or contains irregularities, which make the Statement of Qualifications indefinite or ambiguous.
- d) The Statement of Qualifications is not signed by an authorized representative of the party.
- e) The Statement of Qualifications contains false or misleading statements or references.
- f) The Contractor is determined to be non-responsible.
- g) The Statement of Qualifications ultimately fails to meet the announced requirements of the MDMR in some material aspect.
- h) The Statement of Qualifications is not responsive, i.e., does not conform in all material aspects to the RFQ.

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- i) The supply or service item offered in the Statement of Qualifications is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternative or other acceptability criteria set forth in the RFQ.
- j) If the minimum qualifications stated above are not met, the Contractor will be disqualified.

9.0. Disposition of Statements of Qualifications

All submitted Statements of Qualifications become the property of the State of Mississippi.

10.0. Conditions of Solicitation

The release of this RFQ does not constitute an acceptance of any offer or obligate the MDMR to execute a contract with any party. The MDMR reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the MDMR.

Before preparing the Statement of Qualifications, all parties should note:

- a) The MDMR will not be liable for any costs associated with the preparation of the Statement of Qualifications.
- b) The award of a contract for any Statement of Qualifications is contingent upon the favorable evaluation of the Statement of Qualifications.
- c) Contracted parties are required to assume full responsibility for all specified services and may subcontract only as specified in the RFQ, and on our website.

11.0 Withdrawal of Statement of Qualifications

Statements of Qualifications may be withdrawn by written notice received at any time before award.

12.0 Statement of Qualifications Modifications

Any requests to modify the Statement of Qualifications must be submitted in writing by the Primary Contractor. All requests for modifications must be submitted prior to the application submission deadline.

13.0 Amendments to Statement of Qualifications Specifications

The MDMR reserves the right to issue amendments to these guidelines. If it becomes necessary to amend said guidelines, the MDMR will provide copies of the amendments to all persons known to have requested a copy of the RFQ.

14.0 Acknowledgement of Amendments

Contractors must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the Statement of Qualifications, by identifying the amendment number and date in the space provided for this purpose on the amendment form, or by letter. The acknowledgement must be received by the MDMR by the time and at the place specified for receipt of the Statement of Qualifications.

15.0 Information Regarding References

The MDMR reserves the right to request information relative to references.

16.0 Award

After the award is made by the MDMR, a contract will be forwarded to the Contractor for approval and execution. Actions taken by a Contractor prior to the final approval of the contract will be at the Contractor's "**OWN RISK**" and the MDMR is not liable for such action. In the event the successful Contractor fails to accept and sign the mutually negotiated contract, that Contractor is disqualified and the MDMR will initiate negotiations with the next highest ranked Contractor or cancel the procurement.

17.0 Governing Law

This Request for Qualifications and the resulting Agreement are governed and interpreted by Mississippi law. Any lawsuit arising directly or indirectly out of this Request must be litigated in the state courts of Mississippi.

18.0 Evaluation Process

Statements of Qualifications will be evaluated as described in this section. The award will be made to the best Statement of Qualifications and following successful negotiations. The criteria and the level of importance associated with each criterion are listed. The criteria for selecting the successful contractor are the following:

- a) Qualifications - List of qualifications of each staff person to be assigned to project.(40pts)
- b) Experience - Information regarding the experience of each staff member assigned to the project. This should include types of similar projects and work experience in this field, as well as, specific Coastal Mississippi experience previously undertaken.(40pts)
- c) Capacity for Performance - Identify the title of staff available to be assigned to provide each of the items listed in the Statement of Work.(10pts)
- d) Availability - Listed staff are locally stationed and available (with 100 miles).(5pts)
- e) Past Performance – List previous projects with MDMR.(5pts)

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The score will be indicative of the degree of compliance of the Statements of Qualifications in meeting each component of the requirements in this RFQ. Firm/Team must, upon request of the MDMR, furnish satisfactory evidence of their ability to provide services in accordance with the terms and conditions of these requirements. The MDMR may obtain information about the terms and conditions of these requirements. The MDMR may obtain information about the Firm/Team's ability to meet requirements through reference checks or any other means available.

NOTE: The MDMR will restrict the availability of the Statements of Qualifications during the evaluation process so as to improve the efficiency of the evaluation and award process. After award is made, all information and documents applicable to the awarded contract will be available to any business or person during normal working hours.

19.0 Contract Documents

Prospective Contractors are advised that this RFQ and their Statement of Qualifications, should it be accepted, will become part of the final contract. Precedence of contractual documents will be contract, RFQ, and Statement of Qualifications (as accepted).

20.0 RELATIONSHIP OF PARTIES

It is expressly understood and agreed that MDMR enters into a contract with a Contractor based on the purchase of Professional services and not based on an employer-employee relationship or a joint venture relationship. For all purposes under this contract:

- a) The Contractor is an independent contractor for MDMR, not an employee, agent, or partner.
- b) Amounts paid to the Contractor under a contract will be paid as a gross sum with no withholdings or deductions being made by MDMR for any purpose.

21.0 RENEWAL OF CONTRACT

If deemed necessary, this contract can be renewed on an as needed subject to the availability of projects or funds; however, any contract extension will be under the same prices, terms, and conditions as in the original contract, and must be agreed to, in writing, by the MDMR and the Contractor.

22.0 CONTRACT ADMINISTRATION

The contract awarded subsequent to this solicitation is administered by the MDMR. All invoices submitted by the Contractor for payment of services performed pursuant to the contract must be submitted as follows:

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Sonja Slater, Procurement Officer/Tideland Program Coordinator
Mississippi Department of Marine Resources
1141 Bayview Avenue
Biloxi, MS 39530

The MDMR will provide timely payment for services in accordance with Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by the MDMR within 45 days of receipt of the invoice.

23.0 CONTRACTOR SPECIFIC REQUIREMENTS

No additional requirements

24.0 COMPENSATION FOR SERVICES

Compensation for services will be in the form of an hourly rate. The hourly rate will cover all hours, including hours outside of the normal business day and weekends. Contractor will bill actual hours for services performed. MDMR is exempt from the payment of taxes.

25.0 REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

a) References:

Each prospective Contractor must furnish, with their Statement of Qualifications, a listing of at least three references. These references should be familiar with the Contractor's abilities in the areas involved with this solicitation. The list must include the name and telephone number of the reference. MDMR will use these references to evaluate the prospective Contractor's ability to perform the services.

b) Resume:

Contractor must include a resume that includes education and experience in the areas described in 1.1 Statement of Work. The MDMR will use the resume to evaluate the prospective Contractor's experience and Statement of Qualifications to perform the required services.

c) Additional information:

Contractor must furnish information about similar work performed and any other information that demonstrates the Contractor's expertise and abilities in the areas of the solicitation. MDMR will use this information to evaluate the prospective Contractor's abilities, Statement of Qualifications, and experience.

26.0 LIST OF ATTACHMENT AND FORMS

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The following are included as attachments to this request. **Attachment A must be completed and submitted as part of the Statement of Qualifications.**

Attachment A – RFQ form

27.0 STANDARD TERMS AND CONDITIONS

27.1. Applicable Laws.

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 Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, Mississippi, 39201 for inspection, or downloadable at www.mspb.ms.gov.

27.2. 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.

27.3. 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 a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's proposal.

27.4. Compliance with Laws.

The Independent 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 services. 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 exist and as may be amended or modified.

27.5. 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

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Legislature and the receipt of state and/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 MDMR, the MDMR shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDMR of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

27.6. Changes.

This agreement shall not be modified, altered, or changed except by the mutual agreement by an authorized representative of each party to this agreement and must be confirmed in writing through the MDMR.

27.7. 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 by the MDMR.

27.8. Procurement Regulations.

The contract shall be governed by the applicable provisions of the applicable review board regulations.

27.9. Anti-Assignment/Subcontracting.

The Contractor acknowledges that it was selected by the MDMR to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of the MDMR, which the MDMR may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the MDMR of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the MDMR in addition to the total fixed price agreed upon in this agreement. Sub-Contractors shall be subject to the terms and conditions of this agreement and to any conditions of approval that the MDMR may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

27.10. Force Majeure.

Each party shall be 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 such party and/or its Sub Contractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the Force Majeure Events"). When 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 shall 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 agreement.

27.11. Stop Work Order

27.11.1 Order to Stop Work

The MDMR, may, by written order to the Contractor at any time, and without notice to any surety, require the 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 90 days after the order is delivered to the 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 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.

27.11.2 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:

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(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 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.

27.11.3 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.

27.11.4 Adjustments of Price

Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

28.0 TERMINATION FOR CONVENIENCE CLAUSE

28.1 Termination. 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. The MDMR shall give thirty (30) days written notice of the termination to the Independent Contractor specifying the part of the contract terminated and when termination becomes effective.

28.2 Independent Contractor's Obligations. The Independent Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Independent Contractor will stop work to the extent specified. The Independent Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Independent Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and order connected with the terminated work. The MDMR may direct the Independent Contractor to assign the Independent Contractor's right, title, and interest under terminated orders or subcontracts to the MDMR. The Independent Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

28.3 Termination for Default Clause

a) *Default.* If the Independent Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, or fails to fulfill its obligations under this agreement, or if the Independent

- Contractor violates any of the conditions or stipulations contained in this Agreement, the MDMR may notify the Independent Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the MDMR, such officer may terminate the Independent Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform, specifying the effective date thereof. In this event, the Independent Contractor shall be entitled to receive just and equitable compensation for any work performed through the effective date of such termination, provided that the MDMR Executive Director determines that costs incurred were done so in compliance with the provisions stated in this document. In the event of termination in whole or in part, the MDMR may procure similar supplies or services in a manner and upon terms deemed appropriate by the MDMR. The Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the MDMR, the Independent Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Independent Contractor in which the state has an interest.
- c) *Compensation.* Payment for completed services delivered and accepted by the MDMR shall be at the contract price. The MDMR may withhold from amounts due the Independent Contractor such sums as the MDMR deems to be necessary to protect the MDMR 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.
- d) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults or sub-Contractors, the Independent Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Independent Contractor has notified the MDMR within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the state and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a sub-Contractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Independent Contractor shall not be deemed to be in default, unless the services to be furnished by the sub-Contractor were reasonably obtainable from other sources in sufficient time to permit the Independent Contractor to meet the contract requirements.

Upon request of the Independent Contractor, the MDMR shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Independent Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the state under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this paragraph of this clause, the term "sub-Contractor" means sub-Contractor at any tier).

- e) *Erroneous Termination for Default.* If, after notice of termination of the Independent Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of paragraph (8.35.4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the state, be the same as if the notice of termination had been issued pursuant to such clause.
- f) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law under this contract.

29.0 ADDITIONAL TERMS AND CLAUSES

- 29.1 Attorneys' Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event the Contractor defaults in any obligations under this agreement, the Contractor shall 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 agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorneys' fees or costs of legal action to the Contractor.
- 29.2 Authority to Contract.** The Contractor warrants (a) that it is a Contractor; (b) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (c) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceeding or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 29.3 Indemnification.** To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDMR, its commissioners, Broad Members, officers, employees, agents, and representatives, and

- the State of Mississippi from and against all claims, demands liabilities, suits, actions damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorney's fees. arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the State; the contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDMR shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the MDMR shall not unreasonable withhold.
- 29.4 Contractor Personnel.** MDMR shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or Subcontractors assigned to the work by the Contractor. If MDMR reasonably rejects staff or Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to MDMR in a timely manner and at no additional cost to MDMR. The day-to-day supervision and control of the Contractor's employees and Subcontractor is the sole responsibility of the Contractor.
- 29.5 Ownership of Documents.** The MDMR shall own all documents, files, reports, and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the Contractor's internal administrative and quality assurance files and internal Project correspondence. The Contractor shall deliver such documents to MDMR upon termination or completion of the Agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Independent Contractor shall be entitled to use such work papers only after receiving written permission from the MDMR and subject to any copyright protections.
- 29.6 Paymode.** Payments by state agencies using the Statewide Automated Accounting System shall be made and remittance information provided electronically as directed by the MDMR. These payments shall be deposited into the bank account of the Contractor's choice. The MDMR may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Contractor understands and agrees that the MDMR is exempt from the payment of taxes. All payments shall be in United States currency.
- 29.7 E-Payment.** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The MDMR 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 MDMR within forty-five (45) days of receipt of invoice. Miss Code Ann. § 31-7-305(1972, as amended).

29.8 E-Verify Program. 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. Contractor/Seller agrees to maintain records of each such compliance and, upon request of the MDMR, to provide a copy of each such verification to the MDMR.

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 Independent Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Independent Contractor/Seller by an agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancelation, Contractor/Seller would also be liable for any additional costs incurred by the MDMR due to contract cancellation or loss of license or permit.

29.9 Confidentiality. The Contractor shall agree to assure the confidentiality of any records obtained for the MDMR as required by state and federal privacy laws. No information, documents, or other material provided to or prepared by the contractor deemed confidential by MDMR pursuant to state and federal privacy laws, shall be made available to any person or organization without the prior approval MDMR. Any liability resulting from the wrongful disclosure of confidential information on the part of the contractor shall rest with the contractor.

29.10 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.

- 29.11 Anti-Assignment/Subcontracting.** The Contractor acknowledges that it was selected by the MDMR to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of the MDMR, which the MDMR may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the MDMR of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the MDMR in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the MDMR may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
- 29.12 Antitrust.** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the MDMR all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the MDMR that relate to the particular goods or services purchased or acquired by the MDMR under said contract.
- 29.13 Change in Scope of Work.** The MDMR may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDMR and the Contractor.
- 29.14 Failure to Enforce** Failure by MDMR at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of MDMR to enforce any provision at any time in accordance with its terms.
- 29.15 Independent Contractor Status.** The Contractor shall, at all times, be regarded as an independent Contractor and shall at no time act as an agent for the MDMR. Nothing contained herein shall be deemed or construed by the MDMR, the Contractor, or any

third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the MDMR and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDMR or the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of the MDMR and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MDMR. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of MDMR; and MDMR shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. MDMR shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, MDMR shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the state for its employees.

- 29.16 Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by Certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing or any change of address.

For the Contractor: name, title, contractor, address

For the MDMR: Sonja Slater, Procurement Officer/Tideland Coordinator
Mississippi Department of Marine Resources
1141 Bayview Avenue
Biloxi MS 39530

- 29.17 Oral Statements.** No Oral Statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by MDMR.
- 29.18 Record Retention and Access to Records.** Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the MDMR or any duly authorized representatives, shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the Project for the purpose of making audits, examination, excerpts, and transcriptions. All records related to this Agreement shall be retained by the Contractor for three (3) years after

- final payment is made under this Agreement and all pending matters are closed. However, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the three (3) years period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
- 29.19 Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to MDMR, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the Mississippi State Personnel Board. The rights of MDMR are in addition and without prejudice to any other right MDMR may have to claim the amount of any loss or damage suffered by MDMR on account of the acts or omissions of the Contractor.
- 29.20 State Property.** Contractor will be responsible for the proper custody and care of any State-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the MDMR for any loss or damage, normal wear and tear excepted.
- 29.21 Third Party Action Notification.** Contractor shall give MDMR prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
- 29.22 Unsatisfactory Work.** If at any time during the contract term, the service performed or work done by the Contractor is considered by MDMR to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Contractor shall, on being notified by MDMR, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, MDMR shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- 29.23 Waiver.** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

- 30.1** The Contractor agrees to allow the MDMR, Departments and Agencies of the State of Mississippi, and any of their duly authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Project for the purpose of making audits, examinations, excerpts, and transcriptions.
- 30.2** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the MDMR. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed to Work under this Agreement.

- 30.3** The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described Project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.
- 30.4** Salaries of personnel performing Work under this Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering Work under this Agreement to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
- 30.5** The Contractor agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The Contractor will comply with Miss. Code Ann. Section 21 -39-1, (1972), which prohibits municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract

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made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith. The Contractor will also be aware of and avoid any violation of Miss. Code Ann. Section 97-11-19 (Supp. 1982), which prescribes a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the term he was a member and for one year thereafter.

- 30.6** Both parties agree to assist and cooperate with the MDMR or its duly designated representatives in the monitoring of the Project or projects to which this grant relates, and to provide in form and manner approved by MDMR such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
- 30.7** It is the duty of the MDMR and Contractor to ensure the construction of the Project, including the letting of contracts in connection therewith, shall comply with all applicable laws and regulations and requirements of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, or any local government or political subdivision to the extent that such requirements do not conflict with Federal laws and regulations and any regulations or policies established by the Commission on Environmental Quality.
- 30.8** To the extent allowed by State Law, Contractor agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDMR, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contractor, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.
- 30.9** The MDMR and Contractor acknowledge and agree that MDMR is not a party, in any manner whatsoever, to any contract between the MDMR and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), subcontractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The MDMR and Contractor also acknowledge and agree that any benefit to vendors contracting with the MDMR or Contracted Parties arising from, or associated with this Agreement is strictly incidental and all such vendors are not, and are not intended to be considered as third party beneficiaries under any agreement between MDMR and the MDMR.
- 30.10** Upon execution of any contract between the MDMR and any other party in regard to this project, MDMR does not assume any authorities, duties, responsibilities, or liabilities under such contract.
- 30.11** The MDMR shall not have any authority to bind or otherwise obligate MDMR, directly or indirectly, under any contract or agreement between the MDMR and any other party.

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- 30.12** The MDMR and its vendors acknowledge and agree that any action taken by MDMR in its role of grantor or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.
- 30.13** MDMR does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the MDMR and any other party.
- 30.14** The MDMR and the Contractor acknowledge and agree that MDMR is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDMR reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the MDMR and the Contractor or any other parties.

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Attachment A- RFQ FORM

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
1141 BAYVIEW AVENUE, SUITE 101
BILOXI, MS 39530**

This is to certify that the Contractor submitting this written RFQ has been in business since _____ (Date)
Employer Identification Number: _____

Prior Project of Comparable Complexity: (Project, Location, Reference Person, Phone Number)

- 1. _____
- 2. _____
- 3. _____

NOTE: PLEASE USE A SUPPLEMENTAL SHEET TO DISCUSS SCOPE OF PROJECTS LISTED ABOVE.

Attach plan giving as much detail as is practical explaining how the services will be performed.

Time frame for completion of project: _____

Price #1 (total price for all services listed): \$ _____

Contractor's Name: _____

Address/Principal Place of Business: _____

Phone Number: _____ Fax Number: _____ Size of Business: _____

Address /Place of Performance of Proposed Contract: _____

Phone Number: _____ Fax Number: _____

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Contractor 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 Contractor or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate prices.

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PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTIGENT FEES

The prospective contractor represents as a part of such contractor's proposal that such contractor has/has not (circle applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. (If yes, fully disclose details of the arrangement within the proposal.)

Please accept this as my/our formal proposal for the complete specifications in all areas as specified by the Mississippi Department of Marine Resources.

SIGNED BY: _____ TITLE: _____

NOTE: *All information requested on this proposal form must be completed. Incomplete or unsigned forms will be rejected.*

Request for Qualifications (RFQ) - "Artificial Reef Habitat Mapping Program"

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Attachment B

Request for Qualifications
Cover Sheet

The MDMR is requesting written qualifications to provide services relating to the "Artificial Reef Habitat Mapping Program". The Contractor agrees to furnish all personnel and equipment necessary to conduct offshore positioning services and multi-beam and side scan surveys that cover 100% of the seafloor within both the Offshore Reef sites and the Rigs to Reef sites.

Detail specifications are attached to this request and on file at the MDMR office located at 1141 Bayview Ave., Biloxi, MS 39530. If you have any questions, you may contact Sonja Slater by phone at (228) 523-4138 or by email at Sonja.slater@dmr.ms.gov. A consultant will be selected through the State Contracting process for this task.

All Statement of Qualifications should be mailed to the address listed above to the attention of Sonja Slater or they may be submitted electronically to Sonja.slater@dmr.ms.gov no later than Friday August 14, 2015. No quotes will be accepted after this time.

If mailing, the envelope should be clearly marked "Sealed Qualifications for Artificial Reef Habitat Mapping Program" on the outside of the envelope to prevent opening with routine mail.