



ENHANCE * PROTECT * CONSERVE

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

**INVITATION FOR BIDS (IFB)
No. 15-005
Marine Fisheries
*Boat Repair Project***

**Mississippi Department of Marine Resources
1141 Bayview Avenue
Biloxi MS 39530**

**Contact: Sonja Slater
Sonja.Slater@dmr.ms.gov
Date: March 18, 2015**

GENERAL INSTRUCTIONS

Section 1 – Purpose

The Mississippi Department of Marine Resources (MDMR) is accepting bids on the following:

Boat Repair Project

Section 2 – Overview

These specifications are intended to describe and establish minimum requirements for the repairs of the *Conservationist*. This vessel will be used by MDMR Marine Fisheries for shellfish research, cultivation and enhancement of oyster reefs, relay of oysters, and excursions to educate the public on the progress of various research projects on the coastal waters of the Gulf of Mexico. Due to the vessels potential to be operated frequently and to ensure operator and public safety, the engine must be fully operational, without defect, and installed at the highest marine standards.

Section 3 – Timeline

Invitation for Bid Issue Date:	March 18, 2015
Ads to run in the Paper:	March 18 and March 27, 2015
*Pre-bid <u>Mandatory on Site Meeting:</u>	
To be held at Bay Marine Boat Works at 151 5th Street, Biloxi, MS, 39530	March 30, 2015, 9:00 AM CST
Questions to MDMR Deadline:	March 30, 2015, 10:00 AM CST
Written Answers to Questions Posted:	April 1, 2015, 10:00 AM CST
Bid Package Submission Deadline:	April 7, 2015, 10:00 AM CST
Bid Opening:	April 7, 2015, 11:30 AM CST
Notification of Successful Bidder	April 14, 2015

Section 4 – MDMR Contact and Questions/Requests for Clarification

- 4.1.** All questions, request for clarification, and bids **must** be submitted through the Magic portal at:
<http://www.mmrs.state.ms.us/vendors/index.shtml>. If you do not have a current W-9 on file with MDMR, please go to our website at

<http://dmr.ms.gov> and complete the form. Please email a completed copy of the form to sonja.slater@dmr.ms.gov.

- 4.2. All questions and answers will be published on the MDMR website (<http://www.dmr.ms.gov>) and the Magic Portal <http://www.mmrs.state.ms.us/vendors/index.shtml> in a manner that all bidders will be able to view.

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

- 4.3. The MDMR will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person.
- 4.4. Should an amendment to the IFB be issued, it will be posted on the MDMR website (<http://www.dmr.ms.gov>) and the Magic Portal <http://www.mmrs.state.ms.us/vendors/index.shtml> in a manner that all bidders will be able to view. Further, bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form. The acknowledgment must be received through the Magic Portal System. It is the bidder's sole responsibility to monitor the website for amendments to the IFB.
- 4.5. Bid package should also include the following: Bid number, opening date, Agency's name and address.

Section 5 – Scope of Work - General Requirements

Repairs to the Conservationist will include the following:

- The reinstallation of cabin floors and roof opening
- Fuel tank removal and replacement

- Installation of emergency alarms and bilge pump
- Sandblast and repaint boat from waterline down
- Sandblast and repaint boat from waterline up
- Sandblast and repaint inside of cabin
- Framing for new water and holding tank
- Installation of air conditioning system and inside paint
- Engine installation
- Wiring of all equipment
- Installation of hydraulics.
- All work must comply with all federal and state regulations including but not limited to Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and the United States Coast Guard.

*Please see detailed description of work specifications in “Attachment A” (pages 13-14)

Section 6 – Warranties

- 6.1.** Manufacturer’s warranties must be provided to MDMR upon completion. All repairs must have a one (1) year warranty against all defects from the awarded vendor.

Section 7 – Basis for Award

- 7.1.** The MDMR will award the bid to the lowest and best bidder who meets all required specifications. The basis for award will consist of the following three factors:

- Lowest price
- Completion time of repairs
- All required specifications met

Section 8 – Contract Deliverables

- 8.1.** Upon execution of a contract and receipt of a purchase order from MDMR, the contractor shall provide all deliverables as specified in the Scope of Services (Section 5) and Attachment A.

Section 9 – Bid Submission Requirements (See Section 4.1 and 4.2 for Magic Portal instructions)

9.1. Electronic Submission

Please note: It shall be the responsibility of each vendor to ensure that he bidder profile is current in our e-procurement system. **The website to register as a vendor with the State of Mississippi is:** <http://www.mmrs.state.ms.us/vendors/index.shtml>.

For online learning instructions on submitting your Proposal electronically, select “Supplier Training” from the link listed above. Select the LOG820 Supplier Self-Service Course link and then click “Launch Course”.

9.2. Submission requirements

- 1. The bid package shall be submitted in Magic no later than 10:00 AM CST, Tuesday, April 7, 2015.**
2. Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time will be rejected and returned to the bidder unopened. All bids must be submitted through Magic. No other method of submission will be accepted.
3. The MDMR reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as nonresponsive.
4. As a precondition to bid acceptance, the MDMR may request the bidder to withdraw or modify those portions of the bid deemed nonresponsive that do not affect quality, quantity, price, or delivery of the service.

5. Any bidder 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.

Section 10 – Bidder Certification

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made as a result of the submission.

Section 11 – Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision, agency of the State of Mississippi, or any other state.

Section 12 – Required and optional Contract Terms and Conditions

- 12.1. **Applicable Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and any litigation regarding this Agreement or Project must be brought in the courts of Mississippi. The Independent Contractor must comply with applicable federal, state and local laws and regulations.
- 12.2. **Availability of Funds.** It is expressly understood and agreed that the obligation of the MDMR to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the state, the MDMR shall have

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

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

12.4. Compliance with Laws. The Contractor understands that the MDMR is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of service. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

12.5. Stop Work Order

(1) Order to Stop Work: The MDMR, may, by written order to the Independent Contractor at any time, and without notice to any surety, require the Independent Contractor to stop all work or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Independent Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Independent Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the

order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties have agreed, the MDMR shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Independent Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Independent Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in the Independent Contractor's cost properly allocable to, the performance of any part of this contract; and
- (b) the Independent Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the MDMR decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

12.6. Representation Regarding Gratuities. The Independent Contractor represents that it has not violated, is not violating,

and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

- 12.7. Representation Regarding Contingent Fees.** The Independent Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.
- 12.8. Acknowledgment of Amendments:** Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the MDMR by the time and at the place specified for receipt of bids.
- 12.9. Changes.** This agreement shall not be modified, altered, or changed except by the mutual agreement by an authorized representative of each party to this agreement and must be confirmed in writing through the MDMR.
- 12.10. Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this agreement. All modifications to this agreement must be made in writing (see Section 12.2 for time line of ten (10) days) by the MDMR.
- 12.11. Certification of Independent Price Determination:** The bidder certifies that the price submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices of the bid.

- 12.12. Authority to Contract.** The Independent Contractor warrants (a) that it is an Independent Contractor; (b) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (c) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceeding or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 12.13. Liability and Indemnity.** The Independent Contractor assumes all liability for work to be performed and for breach of any of the terms of this Agreement. The Independent Contractor agrees to indemnify, hold harmless and defend the State of Mississippi, MDMR and any and all of its affiliates, directors, officers, agents or employees from and against all loss, injury, damage and legal liability including attorneys' fees and other costs of defense, arising out of any breach of confidentiality, negligent act, error or omission of Independent Contractor, its employees or representatives. The Independent Contractor assumes all liability for workers' compensation and employers' liability coverage for its own employees. The Independent Contractor shall be responsible for and shall hold MDMR harmless from loss of or damage to Independent Contractor's or its sub Contractor's tools and equipment and rented items which are used or intended for use in performing work, and for any consequential, special or indirect damages, or loss of anticipated profits sustained by Independent Contractor its sub-Contractors. The Independent Contractor shall comply with all applicable laws and government regulations, including OSHA and comparable state requirements.
- 12.14. Paymode.** Payments by state agencies using the Statewide Automated Accounting System shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Independent Contractor's choice. The State may, at its sole discretion, require the Independent Contractor to submit invoices and supporting documentation electronically at any

time during the term of this Agreement. The Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

12.15. E-Payment. Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss Code Ann. § 31-7-305 (1972, as amended).

12.16. E-Verify Program. 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. Independent Contractor/Seller agrees to maintain records of each such compliance and, upon request of the State, to provide a copy of each such verification to the State. Independent Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The 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 both

(c) In the event of such termination/cancelation, the Independent Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

12.16. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Independent Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

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

ATTACHMENT A

ENGINE SPECIFICATIONS For Mississippi Department of Marine Resources Conservationist Repair Project

Boat Repair Project

***This work includes fabrication, installation, replacement
and/or repairs**

STANDARD FEATURES: Specifications for IFB #15-005 - Boat Repairs	
SP-1	Three ben board station
SP-2	Port stern rope bit
SP-3	Port running light box
SP-4	Port cable roof over hang
SP-5	Support brackets on roof for awning pipe
SP-6	Bent hull on port side
SP-7	Anchor pulpit
SP-8	2 inch port and Starboard fuel tank fill pipes
SP-9	Seal openings on one bulkheads to make water tight in engine room
SP-10	Reinstall cabin floor and roof opening
SP-11	Deck on port and Starboard deck under dredge table
SP-12	Cut out and weld up all hull and cabin penetrations
SP-13	Relocate dredge winch on deck
SP-14	Steel on port and Starboard deck under dredge table
SP-15	Seal up two air conditioner holes in cabin roof
SP-16	Cut out and weld up all hull penetration
SP-17	Weld hole in bottom of hull
SP-18	Remove and replace steel on bottom of cabin doors
SP-19	Remove and replace steel on forward deck
SP-20	Weld up Two holes on cabin roof
SP-21	Bent hole on port side hull Relocate dredge winch on deck
SP-22	Reinstall dredge table on deck
SP-23	Water alarm monitors in bow, center, and engine room department
SP-24	Emergency bilge pump system (electric pump)
SP-25	Remove and replace pipes for deck wash down system from sea chest to pump, installing ss flex hose on inlet and outlet on pump
SP-26	Remove old steel tanks and install two new aluminum 400 gallons fuel tanks with tank support
SP-27	Window and door in cabin
SP-28	Aluminum cover plates for forward cabin windows
SP-29	Labor and materials to sandblast bottom from waterline down
SP-30	Paint two coats of epoxy primer and two coats antifoulant
SP-31	Weld on new zincs and shaft zinc
SP-32	Spot blast, spot prime, and paint inside hull below deck
SP-31	Sandblast and primer two coats of primer inside cabin
SP-32	Sandblast and paint vessel from waterline up, hull, deck, cabin, rigging
SP-33	Build support frame to install new water tank, pump, and water system
SP-34	Build support frame to install holding tank, macerator pump, deck discharge
SP-35	Two new 1600 BTU Air conditioner units, duct work, pump filter, control panel, control system
SP-36	Engine, keel coolers, keel cooler guards, exhaust system, water system, control cables, and controls
SP-37	Engine beds, new shaft, new propeller cutlass bearing, stuffing box flange, machine shaft coupling, new instrument panel, harness, fuel system, and insulate exhaust system
SP-38	New wire for all said equipment : wire electrical panels AC and DC and wire electronics package
SP-39	Battery cables to main engine

ATTACHMENT A (CONTINUED)

SP-40	Mounts and/or panels as needed for the installation of new equipment
SP-41	Two burner counter top stove 220 vac
SP-42	Medium size refrigerator
SP-43	Small water heater
SP-44	Light fixtures for engine room
SP-45	Flood lights fore and aft
SP-46	Outlets and light switches and boxes
SP-47	Light fixtures for cabin and head
SP-48	4/0 battery cable-heat shrink-crimp connectors
SP-49	Shore power AC electrical panel
SP-50	30 amp galvanic isolator
SP-51	30 amp electric breaker
SP-52	30 amp power inlet
SP-53	Shore power and generator transfer switch
SP-54	50 amp dp main breaker and 16 gang panel and breaker
SP-55	Volt meter
SP-56	12VDC electrical
SP-57	Heavy duty battery switch
SP-58	60 amp breaker for DC supply to helm panels
SP-59	Automatic charge relay for charging from alternator
SP-60	Breaker panels and volt meter on dash
SP-61	Fuse panels for electronics
SP-62	Various size terminal strips
SP-63	Dual electric horn
SP-64	Dome light above helm
SP-65	Wiper
SP-66	4000 gallons per hour bilge pump
SP-67	Float switches super switch
SP-68	Bilge pump switch panel
SP-69	Fresh water pump
SP-70	Wash down pump
SP-71	12 VDC outlets
SP-72	Navigation lights port, starboard, stern, and mast head
SP-73	Electronics packages
SP-74	GPS map system
SP-75	GPS sounder module
SP-76	Camera for engine room
SP-77	GPS VHF 100 with 8 foot antenna and mount
SP-78	AM and FM Stereo with mounting box
SP-79	Round speakers for cabin
SP-80	Helm compass
SP-81	Cable for Furuno radar and signal cable power
SP-82	Cable and data cable
SP-83	Hydraulic pumps, motor, piping, hoses, winch, steering and wash down pump

ATTACHMENT B

BID COVER SHEET

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

Bids are to be submitted to as listed below, on or before 10:00 AM CST, Tuesday, April 7, 2015.

PLEASE MARK YOUR ENVELOPE:

Boat Repairs

Bid No. 15-005

Opening Date: 11:30 AM CST, April 7, 2015

Mississippi Department of Marine Resources

Attention: Sonja Slater

1141 Bayview Avenue

Biloxi MS 39530

SEALED BID – DO NOT OPEN

NAME OF COMPANY _____

QUOTED BY _____

SIGNATURE _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE _____

FAX NUMBER _____

EMAIL ADDRESS _____

ATTACHMENT B (CONTINUED)

BID COVER SHEET

NAME AND PHONE NUMBER OF COMPANY REPRESENTATIVE TO BE CONTACTED BY AGENCIES SEEKING TO CONTRACT FOR SERVICES PURSUANT TO THIS IFB _____

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

What year was your company started? _____

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.

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.

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

