



ENHANCE ★ PROTECT ★ CONSERVE

Request for Proposal
For
**‘Nature-Base Tourism Management Plan-
MGCNHA’**

RFP- #15-504

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

Contact Person:

Sonja Slater, Procurement Officer & Tideland Coordinator
Sonja.Slater@dmr.ms.gov
Date: May 6, 2015

INVITATION: Written proposals subject to the conditions herein stated and attached hereto, will be received at this office until **Thursday, June 11, 2015 at 10:00 a.m. CST** local time at which time they will be opened at the Mississippi Department of Marine Resources.

DESCRIPTION: The Mississippi Department of Marine Resources (MDMR)/Coastal Restoration and Resilience (CRR) is hereby requesting written proposals to provide for the project “**Nature-Base Tourism Management Plan**”.

MDMR will receive proposals from firms having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals for the project must contain evidence of the firm's prior experience and abilities in the specified area and other disciplines directly related to the proposed service with past experience in dealing with administrative cost of complying with the MS Gulf Coast National Heritage Area Program. Other information required by MDMR may be included elsewhere in the solicitation. Unless otherwise stated, all offerors shall provide references, illustrative examples of similar work performed, and any other information that clearly demonstrates the offerors' expertise in the area of the solicitation.

A selection committee shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work. Evaluation of the responses will be based on the following criteria:

1. The overall quality of the proposal for performing the required services—the plan should reflect an understanding of the project and its objectives. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. *(15%)*
2. Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the Proposer to provide a work product that is legally defensible *(25%)*
3. The personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting *(15%)*
4. A record of past performance of similar work *(15%)*
5. Time frame for completion of proposal *(15%)*
6. Price *(15%)*

The MDMR reserves the right to reject any or all bids and to independently verify all of the above, and if necessary, require additional information from bidders. Failure to comply with all the information required in this proposal may render the proposal non-responsive and may result in its rejection.

Timeline:

Request for Proposal (RFP) Issue Date:	May 6, 2015
Ads to run in the Paper	May 13, 2015 & May 20, 2015
Questions to MDMR Deadline:	May 21, 2015, 10:00 A.M. CST
Written Answers to Questions Posted:	May 22 2015, 10:00 A.M. CST
Bid Package Submission Deadline:	June 11, 2015, 10:00 A.M. CST
Bid Opening:	June 11, 2015, 10:00 A.M. CST
Award Notification	June 25, 2015

1.0 SUBMITTAL PROCESS

1.2. Magic Electronic submission requirements

Please note: It shall be the responsibility of each vendor to ensure that your 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”.

1. The bid package shall be submitted in Magic no later than **10:00 AM CST, Thursday, June 11, 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.
6. Bid Cover Sheet (**Attachment A**).
7. Bid Form (**Attachment B**) – all pricing must be submitted on the bid form.
8. **Vendor Registration:**
 1. 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.

If you have problems getting on the website, please contact the Mash Helpdesk at (601) 359-1343 or mash@dfa.ms.gov. You may also contact Sonja Slater at (228) 523-4138 or email sonja.slater@dmr.ms.gov.

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.
3. The MDMR will not be bound by any verbal or written information that is not specified within this RFP unless formally notified and issued by the contact person.
4. Should an amendment to the RFP 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 RFP.
5. Bid package should also include the following: Bid number, opening date, Agency’s name and address, and contact person.

1.3. Paper Submission Requirements

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

- 1.3.1 Bid Cover Sheet (**Attachment A**).
- 1.3.2 Bid Form (**Attachment B**) – all pricing must be submitted on the bid form.
- 1.3.3 The bid 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, Thursday, June 11, 2015**.
- 1.3.4 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.
- 1.3.5 The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bids (**10:00 AM CST, Thursday, June 11, 2015; RFP #15-504**).
- 1.3.6 The time and date of receipt will be indicated on the envelope or package by the MDMR staff.
- 1.3.7 Each page of the bid form and all attachments shall be identified with the name of the bidder.
- 1.3.8 Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. **Modifications or additions to any portion of the bid document may be cause for rejection of the bid.**
- 1.3.9 The MDMR reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as nonresponsive.
- 1.3.10 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.
- 1.3.11 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.
- 1.3.12 All bid packages must be received by MDMR no later than **10:00 AM CST, Thursday, June 11, 2015**. Bids submitted via facsimile (faxes) will **not** be accepted. It is suggested that if a bid 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.
- 1.3.13 Sealed bids should be mailed or hand delivered to and labeled as follows:

**“Nature-Base Tourism Management Plan-MGCHNA”
RFP # 15-504
Opening Date: 10:00 AM CST, Thursday, June 11, 2015
Mississippi Department of Marine Resources
Attention: Sonja Slater
1141 Bayview Avenue
Biloxi MS 39530
SEALED BID – DO NOT OPEN**

1.3.14 MDMR Contact and Questions/Requests for Clarification:

All questions, requests for clarification, and bids **should** be submitted through the Magic portal at: <http://www.mmrs.state.ms.us/vendors/index.shtml>, <http://www.mmrs.state.ms.us/vendors/index.shtml> or email Sonja Slater at: sonja.slater@dmr.ms.gov.

2.0 SPECIFICATIONS, TERMS AND CONDITIONS FOR THE PROJECT “Nature-Base Tourism Management Plan”

2.1 General Statement:

MDMR is requesting written proposals to assist in the developing a “**Nature-Base Tourism Management Plan,**” which will be one of the goals and objectives under the **Mississippi National Heritage Area Work Plan**. Additional information may be obtained by written request from MDMR, Attention, Sonja Slater, Contract Administrator, 1141 Bayview Avenue, Biloxi, MS 39530.

MDMR is seeking the services of a qualified firm to provide professional services to assist in implementing a study assessing potential indirect impacts of industrial development on adjacent and nearby habitat.

2.2 Detailed Minimum Specifications:

Proposals should include costs associated with the desired deliverables listed.

It should include the development of a Nature-Base Tourism Master Plan (NBTMP) for Mississippi’s six (6) coastal counties. This Master Plan will serve as a guide for best management practices and recommended policy and procedures.

1. Coordinate with the Tourism Task Force and partners to help establish goals and objectives for the MS Gulf Coast National Heritage Area’s (MGCNHA) new program Nature-Base Tourism and incorporate those goals and objectives into a Nature Base Tourism Management Plan.
2. The development of this management plan will be to: a.) Encourage conservation and awareness, b.) Encourage economic development and ecotourism, c.) Support completion of MGCNHA trail, d.) Create safe accessible trails, e.) Public outreach and f.) Promote healthy living and improve quality of life for all.
3. Recommendations from the Nature Base Tourism Task Force will be incorporated into the Plan to create the framework for Nature Base Tourism. Those recommendations will include: a.) A one stop shop for tourism packages, b.) A diverse, professionally designed activity package, and c.) Develop programs and services targeting nature base tourism, e.) Certification Program, and f.) Workforce development

2.2 PRICE & TIME FRAME

1. This Project has been funded through July 1, 2016. The successful offeror will be contracted to perform the services with a tentative start date of July 6, 2015 through July 1, 2016. When submitting a price for this project, please base the price on the timeline stated above. Please include in the budget current standard hourly rates charged for personnel, travel and other out of pocket expenses. The MDMR will be required to work within the funding budget categories of available funding. The MDMR will only be able to fund this project based on the continued receipt of federal funding. This is further detailed in Section 19.2. Final tasks and timelines will be developed as part of a contractual agreement between the successful

offeror and the MDMR, based on the offeror proposal, this RFP and provisions within the original grant award to the MDMR.

2. Proposed project plans and time frames should include costs associated with the desired deliverables listed.
3. The time frame for completion of the project is critical therefore; time is of the essence for completion of this project.

2.3 REPORTING REQUIREMENTS

Invoices and project reports are to be provided to the MDMR monthly with a final report and the deliverable of a Nature Base Tourism Management Plan provided at the end of the contract period.

3.0 The firm's written proposal shall contain the following minimum information:

1. Name of firm; location of firm's principal place of business; the place of performance of the proposed contract;
2. Age of firm's business and the average number of employees over the past three (3) years;
3. Resume' listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services.
4. Listing of three (3) contracts under which services similar in scope, size, or discipline were performed or undertaken, including at least two (2) references for current contracts or those awarded during the past three (3) years. On a proposal form (**See Attachment #1**), list three (3) projects to include the names and addresses of the projects, the scope of the project, and the names and telephone numbers of the clients for reference purposes. All information on the proposal form must be completed. Incomplete or unsigned proposal forms will be rejected;
5. A plan giving as much detail as is practical explaining how the services will be performed;
6. Time frame, by phase, for completion of the proposal;
7. An estimate of price to include: line items for each additional expenditure for feature add-ons, if applicable; a sub-total for each deliverable; and a total project cost.

4.0 INSURANCE REQUIREMENTS

The successful offeror will be required to procure and maintain errors and omissions/professional liability coverage in the amount of \$100,000 per occurrence and offer proof of such coverage. Prior to the execution of the contract, proof of such coverage shall be provided. Should the certificate expire during the term of the contract, it is the responsibility of the vendor to provide copies of the current insurance certificate.

5.0 RENEWAL OF CONTRACTS

The contract may be renewed at the discretion of the agency upon written notice to the contractor at least sixty (60) days prior to the contract anniversary date for a period for one (1) year under the same prices, terms and conditions as in the original contract. The number of renewal years permitted shall not exceed two (2).

6.0 COMPENSATION FOR SERVICES WILL BE IN THE FORM OF A FIRM FIXED PRICE AGREEMENT

7.0 REJECTION OF PROPOSALS

Proposals which do not conform to the requirements set forth in this RFP may be rejected by MDMR. Proposals may be rejected for reasons which include, but are not limited to, the following:

1. The proposal contains unauthorized amendments to the requirements of the RFP;
2. The proposal is conditional;
3. The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
4. The proposal is received late;
5. The proposal is not signed by an authorized representative of the party;
6. The proposal contains false or misleading statements or references;
7. The proposal does not offer to provide all services required by the RFP.

8.0 ACCEPTANCE OF PROPOSALS

The MDMR reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of MDMR. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.

9.0 DISPOSITION OF PROPOSALS

All submitted proposals become the property of the State of Mississippi. Proposals that are ultimately rejected may, at MDMR's discretion, be destroyed or otherwise disposed.

10.0 COMPETITIVE NEGOTIATION

The proposal method to be used is that of competitive negotiation from which MDMR is seeking the best combination of price, experience and quality of service. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, MDMR also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. Therefore, all parties are advised to propose their most favorable terms initially.

11.0 RFP DOES NOT CONSTITUTE ACCEPTANCE OF OFFER

The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate MDMR to execute a contract with any other party. 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 MDMR. MDMR reserves the right to withdraw or cancel this RFP before or after the submission of any proposals or plans in response to this RFP notice.

12.0 EXCEPTIONS AND DEVIATIONS

Offerors taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal and the exception shall be fully described. Failure to indicate any exception will be interpreted as the offeror's intent to comply fully with the requirements as written. Conditional or qualified offerors, unless specifically allowed, shall be subject to rejection in whole or in part.

13.0 NONCONFORMING TERMS AND CONDITIONS

A Proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposal is subject to rejection as non-responsive. MDMR reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by MDMR of non-responsiveness based on the submission of nonconforming terms and conditions.

14.0 PROPOSAL ACCEPTANCE PERIOD IF SUBMITTED BY PAPER

The original and **four (4) copies** of the proposal and all attachments (**five (5) copies total**) shall be signed and submitted in a sealed envelope or package to Sonja Slater, Mississippi Department of Marine Resources, 1141 Bayview Avenue, Biloxi, MS 39530 no later than Thursday, June 11, 2015 at 10:00 a.m. Timely submission of the proposal is the responsibility of the offeror. Offers received after the specified time shall be rejected and returned to the offeror unopened. The envelope or package shall be marked with the proposal opening date and time and the number of the request for proposal. The time and date of receipt shall be indicated on the envelope or package by MDMR Office of Administrative Services. Each page of the proposal and all attachments shall be identified with the name of the offeror.

15.0 EXPENSES INCURRED IN PREPARING OFFERS

MDMR accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the offeror.

16.0 PROPRIETARY INFORMATION:

The offeror/proposer should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

17.0 ADDITIONAL INFORMATION

Questions about the request for proposals document must be submitted in Magic or in writing to Sonja Slater, MDMR, fax number 228-374-5006 by **10:00 a.m., Thursday, May 21, 2015**. All questions and answers will be posted on the MDMR Website (www.dmr.ms.gov/dmr-information/about-us/458-rfp) for viewing by all offerors. Offerors are cautioned that any statements made by the contact person that materially change any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposal.

18.0 DEBARMENT

By submitting a proposal, the offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the state of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the state of Mississippi.

19.0 REQUIRED CLAUSES FOR PROCUREMENT

19.1 ACKNOWLEDGMENT OF AMENDMENTS

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

19.2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

19.3 PROSPECTIVE CONTRACTOR’S REPRESENTATION REGARDING CONTINGENT FEES

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

19.4 E-Verify Program

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 State, to provide a copy of each such verification to the State. 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. Contractor/Seller understands and agrees that any breach of these warranties may subject 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 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/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

19.5 E-Payment

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 the Mississippi law on “Timely Payments for Purchases by Public Bodies,” Section 31-7-301, et seq. Mississippi Code Annotated as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

19.6 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.

19.7 Representation Regarding Gratuities

The offeror or 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.

19.8 Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983”, codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 31-7-13 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access. Prior to posting the

contract to the website, any information identified by the 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..

19.9 Paymode

Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State, 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 State is exempt from the payment of taxes. All payments shall be in United States currency

20.0 STANDARD TERMS AND CONDITIONS

The successful offeror shall be required to execute a formal written contract containing, at a minimum, the following standard provisions:

20.1 Applicable Law

Any resulting contract and the RFP shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The contractor shall comply with applicable federal, state, and local laws and regulations.

20.2 Availability of Funds

It is expressly understood and agreed that the obligation of the State to proceed under this agreement, or any agreement or contract entered into as a result of the RFP, is conditioned upon the appropriation of funds by the Mississippi State 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 state, the state 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 state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

20.3 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 210 East Capitol Street, Suite 800, Jackson, MS 39201, for inspection.

20.4 Confidentiality

The contractor shall agree to assure the confidentiality of any records obtained from 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 of MDMR. Any liability resulting from the wrongful disclosure of confidential information on the part of the contractor shall rest with the contractor.

20.5 Stop Work Order

1. *Order to Stop Work.* The Procurement Officer, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all 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 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 shall have agreed, the Procurement Officer 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 Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or 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 Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer 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.
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.

20.6 Compliance with Laws

The Contractor understands that the State 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 existing and as may be amended or modified.

20.7 Anti-Assignment/Subcontracting

The Contractor acknowledges that it was selected by the State 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 State, which the State 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 State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State 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 State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

20.8 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 State that relate to the particular goods or services purchased or acquired by the MDMR under said contract.

20.9 Approval

It is understood that the Contract is void and no payment shall be made in the event that the Personal Service Contract Review Board does not approve this contract.

20.10 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 State all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the State 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.

20.11 Authority to Contract

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) 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 (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

20.12 Changes 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.

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the MDMR in writing of this belief. If the MDMR believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

20.13 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 Subcontractors is the sole responsibility of the Contractor.

20.14 Failure to Deliver

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, MDMR, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and

administrative costs. This remedy shall be in addition to any other remedies that MDMR may have.

20.15 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.

20.16 Force Majeure

Each party shall be excused from performance for 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 Subcontractors. 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 such a cause arises, the Contractor shall notify the State immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

20.17 Indemnification

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency, its Commissioners, Board 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 attorneys' 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 State shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

20.18 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 State. Nothing contained herein shall be deemed or construed by the State, 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 State and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of the State 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 State. 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.

20.19 No Limitation of Liability

Nothing in this Agreement shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

20.20 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 of any change of address.

For the Contractor: *name, title, contractor, address*
For the Agency: Sonja Slater, Contract Administrator
Mississippi Department of Marine Resources
1141 Bayview Avenue
Biloxi, MS 39530

20.21 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.

20.22 Ownership of Documents and Work Papers

MDMR shall own all documents, files, reports, work papers 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 and work papers 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. Contractor shall be entitled to use such work papers only after receiving written permission from MDMR and subject to any copyright protections.

20.23 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 State 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, examinations, 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) year 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.

20.24 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.

20.25 Right to Inspect Facility

The State may at reasonable times inspect the place of business of a Contractor or any Subcontractor which is related to the performance of any Contract awarded by the State.

20.26 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 State for any loss or damage, normal wear and tear excepted.

20.27 Termination for Convenience Clause

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

20.28 Termination for Default Clause

1. **Default.** If the 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, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the 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. In the event of termination in whole or in part, the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The 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.
2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

4. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of Subcontractors, the 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 Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Procurement Officer 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 Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements.

Upon request of the Contractor, the Procurement Officer 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 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 "Termination for Convenience,". (As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier).

5. *Erroneous Termination for Default.* If, after notice of termination of the 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 (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.
6. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

20.29 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.

20.30 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.

20.31 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 of 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.

21.0 EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:

21.1 QUALIFICATIONS OF OFFERORS

The offeror may be required before the award of any contract to show to the complete satisfaction of MDMR that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The offeror may also be required to give a past history and references in order to satisfy MDMR in regard to the offeror's qualifications. MDMR may make reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work, and the offeror shall furnish to MDMR all information for this purpose that may be requested. MDMR reserves the right to reject any offer if the evidence submitted by, or investigation of, the offeror fails to satisfy MDMR that the offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the offeror's qualifications shall include:

1. The ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required;
2. The ability of the offeror to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
4. The quality of performance of previous contracts or services.

21.2 Step I: Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

21.3 Step II: Proposals that satisfactorily complete Step 1 will be reviewed/analyzed to determine if the proposal adequately meets the needs of MDMR. Factors to be considered are as follows:

1. The overall quality of the proposal for performing the required services—the plan should reflect an understanding of the project and its objectives. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. *(15%)*
2. Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the Proposer to provide a work product that is legally defensible *(25%)*
3. The personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting *(15%)*
4. A record of past performance of similar work *(15%)*
5. Time frame for completion of proposal *(15%)*
6. Price *(15%)*

21.4 Step III. MDMR Executive Director and/or his designee will contact the offeror with the proposal that best meets MDMR needs (based on factors evaluated in Step II) and attempt to negotiate an agreement that is deemed acceptable to both parties.

22.0 ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST SHALL BE IN WRITING.

23.0 COST DATA SUBMITTED AT THIS STAGE IS SUBJECT TO NEGOTIATION BUT SHOULD INCLUDE AN ESTIMATE OF THE ANNUAL COST OF THE SERVICE.

24.0 THE FOLLOWING RESPONSE FORMAT SHALL BE USED FOR ALL SUBMITTED PROPOSALS:

- 1. Management Summary:** Provide a cover letter indicating the underlying philosophy of the firm in providing the service;
- 2. Proposal:** Describe in detail how the service will be provided. Include a description of major tasks and subtasks;
- 3. Corporate experience and capacity:** Describe the experience, abilities, and qualifications of the firm and all persons who would be assigned to provide the required services, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service;
- 4. Personnel:** Attach resumes' of all those who will be involved in the delivery of service - from principals to field technicians - that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract.
- 5. References:** Give references for contracts of similar size and scope. Include the names of the organizations, the length of the contract, a brief summary of the work, samples in the form of screenshots or URLs should be included, and the name and telephone number of a responsible contact person;
- 6. Acceptance of conditions:** Indicate any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirements listed;
- 7. Additional data:** Provide any additional information that will aid in evaluation of the response;
- 8. Cost data:** Estimate the cost of the service. Cost data submitted at this stage is not binding and is subject to negotiation if your firm is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart). Identify all non-labor costs and their estimated totals.

25.0 POST-AWARD DEBRIEFING.

25.1 General Statement

In an effort to build and strengthen business relationships and improve the procurement process between vendors and the State, post-award vendor debriefing is available. The

following information may be disclosed during post-award debriefing in accordance with Section 7-112.03 of the *Personal Service Contract Review Board Rules and Regulations*:

1. The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid or proposal, if applicable;
2. The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
3. The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
4. A summary of the rationale for award;
5. Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

25.2 Debriefing Request

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the MDMR within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the MDMR and identify its attorney.

25.3 When Requested Debriefing Will Be Conducted

Unless good cause exists for delay, the debriefing will occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to the MDMR.

25.4 Additional Information Regarding Post-Award Debriefing

Additional information regarding post-award debriefing may be found in Section 7-112 of the *Personal Service Contract Review Board Rules and Regulations* which may be found at <http://www.mspb.ms.gov>.

Attachment A

**Mississippi Department of Marine Resources
Conflict of Interest Statement**

Agency Name: _____

Agency Address: _____

Contact Name: _____

Contact Number: _____

In an effort to avoid any potential or perceived conflicts of interest, the Mississippi Department of Marine Resources (MDMR) request that you read and complete the following information as it relates to your Tidelands Grant Award.

The Mississippi Department of Marine Resources (MDMR) defines conflict of interest in the following manner.

It shall be a breach of ethical standards for any grantee to participate directly or indirectly in a procurement/grant award when the grantee knows that:

- The grantee or any member of the grantee’s immediate family has a financial interest pertaining to the grant award.
- A business or organization in which the grantee, or any member of their immediate family, has an interest pertaining to the grant award.
- Any other person, business, or organization with whom the grantee or any member of their family is negotiating or has an arrangement concerning prospective employment is involved in the grant award process.
- Any MDMR employee or immediate family member serving on your MDMR or working with your organization. Please explain how you will resolve this conflict as it relates to the National Fish & Wildlife Grant.

Therefore, the Mississippi Department of Marine Resources (MDMR) requests that your agency list any potential/perceived conflicts of interests below. Please give a brief explanation as to how your agency plans to resolve the conflict. (Note: The list above is not all inclusive, if you feel there is a conflict list it)

Signature

Date

Attachment B- PROPOSAL FORM

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

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

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): \$ _____

Offeror'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 offeror 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 offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate prices.

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.