



# Mississippi Department of Marine Resources

## Amendment One

### Revised Deadlines/Timeline

#### Grand Bay National Estuarine Research Reserve Invasive Vegetation Treatment

RFx 3120001960

Smart No. 1450-20-R-RFPR-00001

Contact: Rick Kinnard, Procurement Director [procurement@dmr.ms.gov](mailto:procurement@dmr.ms.gov)

***THIS IS AMENDMENT ONE TO THE REQUEST FOR PROPOSALS. YOU MUST ACKNOWLEDGE THIS AND ALL FUTURE AMENDMENTS ON THE PROPOSAL COVER FORM (ATTACHMENT A) OR, IF YOUR PROPOSAL HAS ALREADY BEEN SUBMITTED, BY LETTER. YOUR ACKNOWLEDGMENT OF ALL AMENDMENTS MUST BE RECEIVED BY THE MDMR BY THE DEADLINE FOR RECEIPT OF YOUR PROPOSAL.***



# Mississippi Department of Marine Resources

**SOLICITATION:**

**REQUEST FOR PROPOSALS**

**RFP NUMBER:**

3120001960

**TO PROVIDE:**

Grand Bay National Estuarine Research Reserve  
(NERR) Invasive Vegetation Treatment

**ISSUE DATE:**

March 11, 2020, 10:00 AM CST

**CLOSING LOCATION:**

Mississippi Department of Marine Resources  
1141 Bayview Avenue  
Biloxi, Mississippi 39530

**PROPOSAL COORDINATOR:**

Michelle Williams  
(228) 523-4146  
procurement@dmr.ms.gov

**CLOSING DATE AND TIME:**

May 12, 2020, 2:00 PM CST

## **Section 1 - Introduction**

The Grand Bay National Estuarine Research Reserve (NERR) was established in 1999 and is managed by the Mississippi Department of Marine Resources as part of the National Oceanic and Atmospheric Administration's National Estuarine Research Reserve System. The Grand Bay NERR is comprised of approximately 18,000 acres and contains pine savannas, salt marshes, salt pannes, bays and bayous as well as terrestrial habitats that are unique to the coastal zone. The NERR manages coastal resources for the State of Mississippi through the Grand Bay Land Acquisition and Habitat Management Project. Invasive species control throughout these natural areas can be challenging due to the coastal terrain but is essential to perpetuating native biodiversity and maintaining a healthy coastal economy.

Invasive mapping conducted in 2019 identified Chinese tallow (*Triadica sebifera*) and cogongrass (*Imperata cylindrica*), Chinese privet (*Ligustrum sinense*), Camphor tree (*Cinnamomum camphora*), and Japanese climbing fern (*Lygodium japonicum*) as the primary harmful invasive species. Continued control methods are necessary to keep these harmful invasive species from spreading.

The MDMR is requesting services to treat various populations of designated non-native invasive vegetation within the NERR. The intent of a contract resultant from this solicitation is to secure chemical and/or mechanical application and techniques during a period of time when environmental conditions and target species phenology are most favorable to ensure elimination and/or control of designated non-native invasive vegetation.

## **Section 2 - Purpose**

The MDMR is issuing a request for proposals (RFP) to establish a contract with an individual, entity, or firm to treat non-native, invasive vegetation on 152 acres of property within the NERR. Treatment methods may include chemical (herbicide) and/or mechanical techniques that will achieve control/reduction of existing infestations and will require, at a minimum, one treatment per year for two consecutive years. Herbicide treatments must not include any broadcast spraying. All applications must be made directly to the invasive plants.

The Offeror's treatment plan must include, at a minimum, the following:

1. Method(s) of treatment for the targeted species specified for the entire 152 acres;
2. Herbicides and/or mechanical techniques that will be used to achieve control/reduction of existing infestations;
3. Equipment and/or transportation methods that will be used as modes of access;
4. Emergency spill plan;
5. Biosecurity plan to prevent the introduction and spread of invasive species; and,
6. An acceptable weather conditions plan.

The basis for an award resulting from this RFP will be the evaluation of the Offeror's submittal of a treatment plan. A contract may be awarded to the individual, entity, or firm, determined to be the most advantageous to the MDMR and the State of Mississippi. The factors to be considered in

the evaluation of submissions and their relative importance or weight are set forth herein. The scope of work to be performed and the deliverables required under the contract are also set forth herein.

### Section 3 - Deadlines/Timeline

RFP Issue Date:	March 11, 2020 10:00 AM CST
Publication Dates:	March 11 & March 18, 2020
Pre-Proposal Meeting:	April 21, 2020 10:00 AM CST
Deadline for Questions/Clarifications:	April 24, 2020 10:00 AM CST
Posting of Answers to Questions/Clarifications:	April 27, 2020 4:00 PM CST
RFP Submission Deadline:	<b>May 12, 2020 2:00 PM CST</b>
Proposal Opening:	May 12, 2020 2:00 PM CST
Notice of Intent to Award Issued:	May 15, 2020
Tentative Post-Award Debriefing Request Deadline:	May 20, 2020 10:00 AM CST
Tentative Post-Award Debriefing:	May 22, 2020 10:00 AM CST
Tentative Protest Deadline:	May 22, 2020 10:00 AM CST

### Section 4- Pre-proposal Conference

A Pre-proposal Conference will be held on April 21, 2020 at 10:00 a.m. at the Bolton Building 5<sup>th</sup> Floor Conference Room located at 1141 Bayview Avenue, Biloxi, MS 39530. Attendance is optional; however, vendors interested in responding to this RFP are strongly urged to attend. The purpose of the conference is to allow potential Offerors an opportunity to present questions to staff and obtain clarification of the requirements for this RFP.

### Section 5- Contact Person and Questions/Requests for Clarification

All questions and requests for clarification must be submitted by email to: Valerie McWilliams at [procurement@dmr.ms.gov](mailto:procurement@dmr.ms.gov). Contact with anyone other than the Procurement Staff regarding this RFP may result in Offeror disqualification.

All questions/requests for clarification must be received no later than April 24, 2020 at 10:00 a.m. CST.

All questions/requests for clarification and the answers thereto will be published on the MDMR website [dmr.ms.gov](http://dmr.ms.gov) and the MAGIC Portal at [ms.gov/dfa/contract\\_bid\\_search/Bid](http://ms.gov/dfa/contract_bid_search/Bid) for all Offerors to view on April 27, 2020 by 4:00 p.m. CST.

### Section 6 - Scope of Work and Deliverables

**Scope of Work.** The scope of work for the contract will include, but is not limited to, the following:

1. The Contractor will perform two (2) treatments, one per season, for two consecutive years for the entire 152 acres. Each treatment must be in accordance with the proposed treatment plan once the plan is approved by the MDMR. The treatment shall result in a minimum rate of 95% of original infestation treated per parcel (\*treated, not controlled). MDMR's NERR personnel reserve the right to accompany the field crew on any workday to observe treatment methods, confirm the quality of work and to photograph the activities.

2. The Contractor shall furnish all necessary labor, equipment, supplies, permits, licenses, certifications, supervision, transportation, and incidentals to perform all chemical and/or mechanical applications necessary under the terms of a contract.
3. The Contractor will perform all treatments in accordance with the US Environmental Protection Agency regulations to maximize effectiveness of treatments while minimizing effects on surrounding habitat and non-target species.
4. The Contractor will strictly adhere to all herbicide label application, precautionary and safety statements, and shall be liable for damage due to an herbicide spill or contamination.
5. All equipment including, but not limited to, vehicles, trailers, ATV's, and chippers must be cleaned with a pressure washer to reduce the spread of exotic vegetation prior to initiating work activities on public lands. Decontamination protocols include spraying down all equipment surfaces, including the undercarriage and tires, to ensure that mud, sand, dirt, muck and vegetative debris and any other debris are not transported from the previous treatment site. All hand-held equipment such as chain saws, loppers, etc. used for treatment activities must be wiped down and cleaned so that they are free of debris.
6. All equipment used shall be in good repair and operating condition at all times and be in compliance with all federal, state, and local regulations. All equipment shall meet all safety standards as established for that piece of equipment. All equipment shall be operated and maintained in accordance with the manufacturer's recommendations. All equipment shall be equipped with all appropriate safety guards, as specified by the manufacturer. The MDMR reserves the right to request replacement of equipment or personnel if deemed to be unsafe or operating in an unsafe manner.
7. The Contractor shall be responsible for any repairs, replacements, or restoration to original condition on all property damaged as a result of any activity by the Contractor, to the satisfaction of the MDMR. This includes, but is not limited to, soil grade disturbance resulting from heavy equipment/stump removal, pavement surface, turf areas, man-made structures, and equipment.
8. The Contractor shall be responsible for immediate work stoppage and clean-up operation in the event of any spill of herbicide, petroleum product or other hazardous material. The Contractor shall report any such incident to the MDMR immediately.
9. Trees and debris must be prevented from falling into canals, roads, and adjacent private properties. If this occurs, work must cease until the tree or debris is immediately removed from the adjacent property, road or canals or any such area where it is not desirable. No tree should be treated and left standing if it is possible it could fall into a waterbody, road, or adjacent property at a later date.

### **Location and Description**

- [Grand Bay NERR Restoration Area "Pecan"](#)

**Deliverables.** The deliverables for the contract will include the following:

1. Within fifteen (15) calendar days of a fully executed contract, the Contractor must meet with MDMR staff to discuss the project and determine the most advantageous time to begin treatment.
2. Contractor must notify MDMR's personnel each day prior to beginning work on any treatment area. Notifications must include the site location(s), name and phone number for the field supervisor and the estimated arrival and departure time for each site. Notifications must be sent either the day before, or on the same day of work, as long as notifications are sent before work commences. MDMR's personnel must also be notified in the event work is cancelled due to weather or any other circumstances. Failure to comply with these notification requirements may result in early termination of the contract.
3. The Contractor will submit monthly progress reports by the 15th of each month. Reports should include a GIS map showing the size and location of the treated area(s), as well as a daily log of herbicide application and/or mechanical treatment by site and species. All progress reports must be submitted to the Procurement Department at [procurement@dmr.ms.gov](mailto:procurement@dmr.ms.gov). Failure to submit reports to the Procurement Department will result in a delay of payment.
4. Within two years from the date of a fully executed contract, the project must be completed.

## **Section 7 - Minimum Qualifications and Requirements**

Proposals must contain the following information:

The minimum qualifications which the MDMR is seeking for this service include:

- Certifications – Offeror's site manager(s) and/or supervisor(s) who will be assigned to work on the project must possess and maintain a valid Mississippi Commercial Pesticide Applicator Certificate. A copy of the Mississippi Commercial Pesticide Applicator Certificate for each such site manager and/or supervisor must be submitted with the proposal. For more information concerning the Mississippi Commercial Pesticide Applicator Certificate contact:  
Mississippi Bureau of Plant Industry  
P.O. Box 5207, Mississippi State, MS 39762  
Telephone: 662-325-3390
- Experience – Offeror must have completed a minimum of two (2) projects of comparable scope, size and complexity to the Scope of Work herein. These projects must have been within the past five (5) years and demonstrate a successful history of invasive plant eradication in the Southeastern United States. Offeror must provide the project name, location, date, client contact, species targeted, summary of methods used and approximate area of project.

## Section 8 - Insurance and Bond Requirements

**Insurance Requirements.** In order to enter into a contract with MDMR, you must meet minimum insurance protection requirements. You must provide evidence of your policies **within ten (10) calendar days of a fully executed contract.**

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

You must hold the following insurance throughout the term of the contract:

Coverage Type	Amount
<b>Workers' Compensation (as required by law)</b>	
Accident (Per Occurrence)	\$100,000
Disease-Policy Limit	\$500,000
Disease-Per Employee	\$100,000
<b>General Liability</b>	
Aggregate	\$1,000,000
Personal Injury/Bodily Injury and Property Damage (Per Occurrence)	\$500,000
Fire Damage (Per Fire)	\$50,000
Medical Expense (Per Person)	\$5,000

**Bond Requirements.** The required bond must be a corporate surety bond issued by a surety company authorized to do business in Mississippi. MDMR must be named as exclusive beneficiary. **You must provide the bond within ten (10) calendar days of a fully executed contract.** This project requires the following bond:

**Payment Bond.** You must provide a payment bond for 100 percent of the bid. The bond guarantees payment of all material suppliers, workers and subcontractors, if any, working on this project.

## Section 9 - Selection Process

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

**Responsive Offeror:** Offerors must submit a proposal which conforms in all material respects to this Request for Proposals, as determined by MDMR.

**Responsible Offeror:** Offeror must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDMR.

**Step Two:** Proposals that satisfactorily complete Step One will be reviewed and analyzed to determine if the proposal adequately meets the needs of the MDMR. Factors to be considered are as follows:

**Price 35 points (35%)**

The Offeror's price including all labor, materials, transportation and other costs necessary to successfully complete the proposed invasive vegetation treatment.

**Technical Factors (Proposed Methodology) 30 points (30%)**

The Offeror's treatment plan including the minimum requirements:

- Does the Offeror's proposal demonstrate a clear understanding of the scope of work and deliverables? **5 points**
- Is the Offeror's proposal complete and responsive to the specific RFP requirements? **10 points**
- Does the Offeror's proposal adequately explain the method(s) of treatment, herbicides and/or mechanical techniques and the equipment and/or transportation methods that will be used? **10 points**
- Does the Offeror's proposal contain an acceptable emergency spill and weather conditions plan? **2.5 points**
- Does the Offeror's proposal contain an acceptable biosecurity plan? **2.5 points**

**Cost Factors 10 points (10%)**

- Does the Offeror adequately demonstrate having sufficient financial resources, including the personnel, equipment and facilities to perform the service? **5 points**
- Is the price and its component charges, fees, etc. adequately explained or documented? **5 points**

**Management Factors 25 points (25%)**

- Does the Offeror present an acceptable representation in providing the required services as reflected/evidenced by qualifications? **5 points**
- Does the Offeror provide adequate general and specific experience for providing the required services? **5 points**
- Does the Offeror provide adequate qualifications and abilities of assigned personnel to perform the services? **5 points**
- Is the Offeror's record of past performance of similar work, such as capability to perform services within a relevant deadline, control of costs, and quality of work positively reflected by the references from two (2) prior projects? **5 points**
- Does the Offeror present best practices in providing a work product that is equal to or exceeds industry standards? **5 points**

**Total possible score: 100 points**

**Step Three:** Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions.



## **Section 10 - Term of Contract**

This RFP, its amendments, the Offeror's proposal, and the Best and Final Offer shall constitute the contract. The start date for any resulting contract is the date the contract is signed by the selected Offeror and the Executive Director of the MDMR. The end date is two years, or 730 days, from the start date. The contract may be renewed or extended subject to the availability of funds and at the sole discretion of the MDMR with the agreement of the Contractor. Any contract renewal or extension must be under the same pricing, terms, and conditions as in the original contract, and shall be agreed to, in writing, by the MDMR and the Contractor.

Please note that a resulting contract is subject to the approval of the Public Procurement Review Board (PPRB) and/or the Department of Finance and Administration Office of Personal Service Contract Review (OPSCR). Any contract that is not approved by the PPRB and/or OPSCR will be void and no payment will be made hereunder.

## **Section 11 - Amendments to this RFP**

Should an amendment or amendments to this RFP be issued by MDMR, it will be posted on the MDMR website [dmr.ms.gov](http://dmr.ms.gov) and on the Mississippi Contract/Procurement Opportunity Search Portal (Procurement Portal) website [ms.gov/dfa/contract\\_bid\\_search/Bid](http://ms.gov/dfa/contract_bid_search/Bid) for all Offerors to view. Furthermore, Offerors must acknowledge receipt of any amendment to this RFP by identifying the amendment number and date in the space provided for this purpose on the Proposal Cover Form, or by letter. The acknowledgment must be received by the MDMR by the time and at the place specified for receipt of Proposals. It is the Offeror's sole responsibility to monitor the website for amendments to this RFP.

## **Section 12 - Submission Instructions**

### **Paper/Written Submissions are Required**

**\*No spiral or professionally bound proposals will be accepted. Proposals must be able to be easily scanned. Any proposal submitted that does not comply with these requirements will be automatically rejected.**

An original and three (3) copies of the proposals, four (4) copies in total, must be signed, sealed and must contain the following:

- **Offerors must not identify the business/company name** on any of the proposal documents other than the **Proposal Cover Form** and the following documentation:
  - a Resumes listing the education, training, abilities, qualifications, general experience, and specific experience for you and each person who will be assigned to provide the required services.
  - b Valid Mississippi Commercial Pesticide Applicator Certificate(s) for all site managers/supervisors who will be assigned to the project.
  - c Certificate of Good Standing from the Mississippi Secretary of State.
  - d Prior Projects of Comparable Scope and Complexity
  - e Certifications/Assurances completed and signed.
  - f [Attachment B](#) **Project Management Questionnaire**

The information listed above must be submitted in a separate, sealed envelope clearly marked as **“Company Information.”**

- The Price Form must be submitted in a separate, sealed envelope clearly labeled as **“Price Form.” Offerors must not identify the business/company name on any of these documents.**
- The treatment plan must be clearly marked as **“Treatment Plan.” Offerors must not identify the business/company name on any of these documents.**
- Timely submission is the responsibility of the Offeror. Submissions received after the specified time will be rejected and placed unopened in MDMR’s Procurement file.
- Sealed envelopes may be placed in a single package. The package must be submitted and labeled as follows:

**“NERR Invasive Vegetation Treatment”**  
RFx No. 3120001960  
Opening Date: May 12, 2020, 2:00 PM CST  
Attention: Rick Kinnard  
Mississippi Department of Marine Resources  
1141 Bayview Avenue, Biloxi, MS. 39530  
**SEALED PROPOSAL – DO NOT OPEN**

- The time and date of receipt will be indicated on the package by the MDMR staff.
- **Submissions via email or facsimile (faxes) will not be accepted.** It is suggested that if a submission 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.
- All Proposals submitted by hand delivery or mail will become the property of the MDMR.

### **Section 13 – Submission Requirements**

All proposals must include the following:

- [Attachment A](#) **Proposal Cover Form**, completed, signed and including all requested documents (a-f) listed in Section 12.
- [Attachment B](#) **Project Management Questionnaire**

\*Attachments A & B must be submitted in a separate, sealed envelope clearly labeled as **“Company Information.”**

**\*Offerors must not identify the business/company name on any of the following documents.**

- **Treatment plan** for the targeted species specified for the entire 152 acres.
- **Price Form** that includes all labor, materials, transportation and other costs necessary to successfully complete treatments. This information must be submitted in a separate, sealed envelope clearly labeled as **“Price Form.”**

Modifications or additions to any portion of this RFP or its attachments may be cause for rejection of the proposal.

The MDMR reserves the right to select any responsive proposal, pursuant to the evaluation criteria contained herein, to reject all proposals not meeting minimum requirements, and to exercise its discretion and apply its judgment with respect to any proposal submitted. The MDMR reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as nonresponsive. As a precondition to proposal acceptance, the MDMR may request the Offeror to withdraw or modify any portion of the proposal deemed nonresponsive that does not affect quality, quantity, or delivery of the service. Any Offeror claiming that its proposal 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. The Offeror must submit all attachments. Requests from third parties to review proprietary information will be handled in accordance with the Mississippi Public Records Act.

### **Section 14 - Conditions of Solicitation**

The release of this RFP does not constitute an acceptance of any offer, nor does such release in any way obligate the MDMR to execute a contract with any party. The final decision to execute a contract with any party rests solely with the MDMR.

Before preparing the Proposals, all Offerors should note:

- The MDMR will not be liable for any costs associated with the preparation of proposals;
- The award of any contract pursuant to this RFP is contingent upon the favorable evaluation of the proposal; and,
- The contracted party will be required to assume full responsibility for all specified services and may not subcontract any part of the services without the express written consent of the MDMR.
- 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 or Federal government, and that it is not an agent of a person or entity that is so debarred.
- By submitting a proposal, the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State. All foreign business entities, other than sole proprietorships, will be required to register with the Mississippi Secretary of State prior to a contract being executed. Sole proprietors are not required to register with the Mississippi Secretary of State.

### **Section 15 - Notification of Intent to Award**

Notification will be sent to all Offerors by mail and email of the selection of successful Offeror. We will post the selection of the successful Offeror on our website at [dmr.ms.gov](http://dmr.ms.gov) and on the Mississippi Contract/Procurement Opportunity Search Portal at [ms.gov/dfa/contract\\_bid\\_search](http://ms.gov/dfa/contract_bid_search).

## **Section 16 – Protests and Debriefing**

**Protests.** If you are an actual or prospective Offeror and are aggrieved by this solicitation or award of a contract, then you may file a protest with the Executive Director of the MDMR and copy the Department of Finance and Administration Director of the Office of Personal and Professional Service Contract Review. The protest shall be submitted in writing within seven (7) calendar days of the award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation. Protests filed after the seven (7) day period shall not be considered.

The Chief Procurement Officer shall submit a copy of the protest to the Office of Personal Service Contract Review within three (3) business days of receipt of a written protest. The Office of Personal Service Contract Review shall forward a copy of the protest to the Special Assistant Attorney General.

To file a protest directly to the PPRB, the aggrieved party shall file a protest with the Office of Personal Service Contract Review within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than within seven (7) days of the solicitation posting or award. For information regarding the content of protests, please see section 7-112.02 of the *Mississippi Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at [dfa.ms.gov](http://dfa.ms.gov).

**Post Award Vendor Debriefing.** Pursuant to Section 7-113 of the *Mississippi Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations*, 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 agency 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 agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

## **Section 17 - Governing Law**

This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Mississippi and any litigation with respect thereto shall be brought in the state courts of Biloxi, Harrison County, Mississippi.

## **Section 18 - Relationship of Parties**

It is expressly understood and agreed that if MDMR enters into a contract with an Offeror, it does so based on the purchase of professional services and not based on an employer-employee relationship or a joint venture relationship. For all purposes under any such contract:

- The awarded Offeror shall not be deemed in any way, directly or indirectly, expressly, or by implication, to be an employee of MDMR; and,

- Amounts paid to the awarded Offeror under a contract will be paid as a gross sum with no withholdings or deductions being made by MDMR for any purpose.

## **Section 19 - Contract Administration**

The contract awarded, if any, subsequent to this solicitation shall be administered by the MDMR. All required reports, and invoices submitted by the awarded Offeror for payment of services, shall be submitted via email to [procurement@dmr.ms.gov](mailto:procurement@dmr.ms.gov) or via mail as follows:

MDMR Procurement Office  
Attn: Rick Kinnard, Procurement Director  
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 Mississippi Code Annotated, which generally provides for payment by the MDMR within forty-five (45) days of receipt of an approved invoice.

## **Section 20- Compensation and Funding Source**

**Compensation.** Compensation for services will be in the form of a firm fixed price agreement. The Contractor understands and agrees that MDMR is exempt from the payment of taxes.

**Funding Source.** Attached hereto and incorporated by reference as [Attachment E](#) is a copy of contract conditions required by the Mississippi Department of Environmental Quality (MDEQ) Agreement No. 18-00167 between MDEQ as sub-grantor and the MDMR as sub-recipient. Funds from this sub-grant will be used to fund the project under this contract. Independent Contractor acknowledges the requirements in [Attachment E](#) and agrees to be bound by same.

## **Section 21 - Equal Opportunity Statement**

MDMR will select the Offeror for these services without regard to political affiliation, race, color, handicap, genetic information, religion, national origin, sex, religious creed, age, or disability.

## **Section 22 - Attachments**

The attachments to this RFP are made a part of this RFP as if copied herein in words and figures and include:

[Attachment A](#): Proposal Cover Form

[Attachment B](#): Project Management Questionnaire

[Attachment C](#): Reference/Past Experience Score Form

[Attachment D](#): Required Service Contract Clauses

[Attachment E](#): MDEQ Required Contract Conditions

[Attachment F](#): Price Form

**Treatment Site Data Form:**

[Grand Bay NERR Restoration Area “Pecan”](#)

## **Attachment A: Proposal Cover Form**

Offerors must not identify their business or company name on any documents other than this form and the required information listed in Section 12 or it will result in an automatic rejection of the proposal. Complete and sign this form and submit the required documentation in a sealed and separate envelope clearly marked as **“Company Information.”**

You may use supplemental pages, if necessary.

Offeror’s Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address/Principal Place of Business: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Vendor’s Email: \_\_\_\_\_

If business or firm, Contact Person, Phone Number, and Email:

\_\_\_\_\_

\_\_\_\_\_

The place of performance of the proposed contract, if different from the principal place of business identified above:

\_\_\_\_\_

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Date

### **Resumes:**

Please attach a resume listing the education, training, abilities, qualifications, general experience, and specific experience for you and each person who will be assigned to provide the required services.

### **Mississippi Commercial Pesticide Applicator Certificate:**

Please attach the valid Mississippi Commercial Pesticide Applicator Certificate(s) for all site managers/supervisors who will be assigned to the project.

**Certificate of Good Standing:**

If Offeror is a domestic business entity, other than a sole proprietorship, please attach a Certificate of Good Standing from the Mississippi Secretary of State. All foreign business entities, other than sole proprietorships, will be required to register with the Mississippi Secretary of State prior to a contract being executed.

**Prior Projects of Comparable Scope and Complexity**

Please list a **minimum of two (2) prior projects** of comparable scope, size and complexity to the Task(s) for which Offeror is submitting a proposal or proposals completed within the last five (5) years. You must list at least two prior projects. For each project provide the project name, location, date completed, timeframe for completion, client contact (customer), species targeted, summary of methods used and the approximate size of the area of the project.

You may use additional sheets of paper to discuss the scope of the prior projects. You must provide **current contact information** for the client contacts (customers), as MDMR **must be able to contact** references within 48 hours after the proposal submission deadline. MDMR will attempt to reach the client contact in the order listed by the Offeror in the proposal.

**Project #1:**

a. Project Name: \_\_\_\_\_

b. Date Completed: \_\_\_\_\_

c. Species Targeted: \_\_\_\_\_

d. Summary of Methods Used: \_\_\_\_\_  
\_\_\_\_\_

e. Location: \_\_\_\_\_

f. Timeframe for Completion: \_\_\_\_\_

g. Approximate Size of the Area of the Project \_\_\_\_\_

h. Client Contact  
Name & Job Title (customer): \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**Project #2:**

- a. Project Name: \_\_\_\_\_
- b. Date Completed: \_\_\_\_\_
- c. Species Targeted: \_\_\_\_\_
- d. Summary of Methods Used: \_\_\_\_\_  
\_\_\_\_\_
- e. Location: \_\_\_\_\_
- f. Timeframe for Completion: \_\_\_\_\_
- g. Approximate Size of the Area of the Project \_\_\_\_\_
- h. Client Contact  
Name & Job Title (customer): \_\_\_\_\_  
  
Telephone: \_\_\_\_\_  
  
Email: \_\_\_\_\_

**Certifications/Assurances:**

By signing below, you certify the following:

- 1. **Contingent Fees.** Have you promised compensation to any person to solicit or secure this state contract?  
  
 Yes  
 No

If you checked yes, please explain:

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

- 2. **Gratuities.** You represent that you have not violated, are not violating, and promise not to violate the prohibition against gratuities set forth in Section 6-204 of the *Mississippi Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at [dfa.ms.gov](http://dfa.ms.gov).
- 3. **Conflicts of Interest.** You must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to you or your company, or management or employees of you or your company, or other persons relative to your



company, with the State of Mississippi, the Mississippi Department of Marine Resources and/or its current and former employees. Please list any known conflicts below:

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4. **Amendments.** You acknowledge all amendments, if any, to this RFP. Please list amendments acknowledged by number and date.

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5. **Payment Bond.** You certify that you have the capacity to provide the bond and that you will provide the bond within ten (10) calendar days of a fully executed contract.
6. **Insurance Requirements.** You certify that you already hold the required insurance policies or that you have the capacity to obtain the required insurance policies. You further certify that you will provide evidence of the policies (with MDMR listed as an additional insured on all liability policies) within ten (10) calendar days of a fully executed contract.
7. You certify that you will enter into a contract with MDMR and provide the services solicited in this RFP if you are the successful Offeror.
8. You certify that you have thoroughly read and understand the RFP and Attachments, and that you agree to all provisions of the RFP and Attachments including, but not limited to, the clauses contained in [Attachment D and Attachment E](#) which will be included in any contract resulting from this RFP.

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **Attachment B-Project Management Questionnaire**

With regard to the Scope of Services and Deliverables in this RFP (hereinafter “Project”), please answer the following questions (you may use supplemental Forms, if necessary):

1. The Offeror submitting this proposal has been in business since \_\_\_\_\_ (date).
2. Average number of employees over the past twelve (12) months: \_\_\_\_\_
3. What personnel do you anticipate needing to successfully complete the Project?

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4. Do you currently have the necessary personnel? If not, how will you obtain the personnel by the time of contracting?

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5. What equipment do you anticipate needing to successfully complete the Project?

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6. Do you currently have the necessary equipment? If not, how will you obtain the equipment by the time of contracting?

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7. What facilities do you anticipate needing to successfully complete the Project?

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8. Do you currently have the necessary facilities? If not, how will you obtain the facilities by the time of contracting?

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9. What financial resources do you anticipate needing to successfully complete the Project?

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10. Do you currently have the financial resources? If not, how will you obtain the financial resources by the time of contracting?

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11. Have you or your firm/business filed for bankruptcy within the last ten years?

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## Attachment C: Reference/Past Experience Score Form

EXAMPLE-TO BE COMPLETED BY MDMR STAFF ONLY

**Company/Offeror's Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Reference Name:** \_\_\_\_\_

**Person Spoken To:** \_\_\_\_\_

**Score:** \_\_\_\_\_

Were you satisfied with the services provided? If no, please explain.	Yes	No
Would you recommend the Offeror to others for future projects?	Yes	No
Did the Offeror meet all relevant deadlines for the Project?	Yes	No
Did the Offeror complete the project within the agreed upon budget?	Yes	No
Did the Offeror possess, maintain and utilize adequate personnel and equipment to successfully complete the work within the specified timeframes, and to ensure quality of the work?	Yes	No

The References will account for up to 5 points.

**Called By:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date and Time:** \_\_\_\_\_

**Notes:** \_\_\_\_\_

## **Attachment D Required Service Contract Clauses**

Any contract entered into pursuant to this Request for Proposals will contain these clauses. Any reference to “he,” “his,” or “himself” also includes “she,” “her,” or “herself.”

### **Applicable Law**

The contract 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. Contractor shall comply with applicable federal, state, and local laws and regulations.

### **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 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 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.

### **Procurement Regulations**

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at [dfa.ms.gov](http://dfa.ms.gov).

### **Compliance with Laws**

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, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. 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.

### **Stop Work Order**

(1) **Order to Stop Work:** The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require 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 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, 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 Chief 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 canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, 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 Contractor's properly allocable to, the performance of any part of this contract; and,
  - (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief 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 canceled 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.

#### **Price Adjustment**

(1) *Price Adjustment Methods.* Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

- (a) by agreement on a fixed price adjustment before commencement of the additional performance;
- (b) by unit prices specified in the contract;
- (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
- (d) by the price escalation clause.

(2) *Submission of Cost or Pricing Data.* Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

#### **Representation Regarding Contingent Fees**

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 Contractor's bid or proposal.

#### **Representation Regarding Gratuities**

The bidder, 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 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations*.

#### **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 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. Mississippi Code Annotated § 31-7-301 *et seq.*

### **E-Verification**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* 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, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services 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;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or, both.
- (3) In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

### **Termination**

The MDMR may terminate the contract for any of the following reasons:

#### **Termination for Default**

- (1) *Default.* If 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, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate 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 Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. 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 Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of 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 Contractor such sums as the Agency Head or designee 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, 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 Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee 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, 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 Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee 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, 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 "subcontractor" means subcontractor at any tier.)

(5) *Erroneous Termination for Default.* If after notice of termination of 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.

#### **Termination for Convenience**

(1) *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

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

**Termination upon Bankruptcy** This contract may be terminated in whole or in part by MDMR upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and



equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

**Mutual Termination** Upon agreement of both parties, the contract can be terminated immediately.

### **Transparency**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated § 25-61-1 *et seq.*, and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated § 27-104-151 *et seq.* 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 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.

### **Trade Secrets, Commercial and Financial Information**

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

### **Paymode**

Payments by state agencies using the Statewide 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 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 Contract. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

### **Approval Clause**

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

### **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 MDMR be obligated to pay any attorneys' fees or costs of legal action to the Contractor.

### **Authority to Contract**

The 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 contract 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 contract 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 contract.

**Indemnification**

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDMR, 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 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 State shall not unreasonably withhold.

**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 under the contract by the Contractor. If the MDMR reasonably rejects staff or subcontractor, the Contractor must provide replacement staff or subcontractors satisfactory to the MDMR in a timely manner and at no additional cost to the MDMR. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.

**Priority**

The contract will consist of this agreement with exhibits, the procurement Request for Proposals (RFP), and the response proposal. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, referencing this agreement with exhibits and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the Proposal. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

**Modification or Renegotiation**

This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

**Change in Scope of Work**

The MDMR may order changes in the work under the contract 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 and approved by the OPSCR, if necessary.

**Failure to Enforce**

Failure by the 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 the MDMR to enforce any provision at any time in accordance with its terms.

**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 ventures, 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 the MDMR; and the 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, the MDMR shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State to its employees.

### **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, address**

**For the MDMR:** Rick Kinnard, Procurement Director, Mississippi Department of Marine Resources, 1141 Bayview Avenue Biloxi, MS. 39530

### **Record Retention and Access to Records**

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of 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 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.

### **Recovery of Money**

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the 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 MDMR. The rights of MDMR are in addition and without prejudice to any other right the MDMR may have to claim the amount of any loss or damage suffered by the MDMR on account of the acts or omissions of the Contractor.

### **Third Party Action Notification**

Contractor shall give the 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 Contract.

### **Unsatisfactory Work**

If at any time during the contract term, the service performed, or work done by the Contractor is considered by the 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 the MDMR, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the 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.

**Waiver**

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by the 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.

## **Attachment E-MDEQ Required Contract Conditions**

*All references to Sub-Recipient are to the MDMR and all references to Contracted Party are to the Contractor.*

1. The Contracted Party agrees to allow the Sub-Recipient, 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 Contracted Party which are directly pertinent to the Project for the purpose of making audits, examinations, excerpts, and transcriptions.
2. The Contracted Party 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 Sub-Recipient.

All the services required hereunder will be performed by the Contracted Party 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 on Work under this Agreement.

3. The Contracted Party 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 Contracted Party further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.
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 Contracted Party shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all contracts covering Work under this Agreement to insure compliance by the contractors with such regulations, and shall be responsible for the submission of affidavits required of contractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
5. The Contracted Party 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.
6. The Contracted Party 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 contract 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 made by the governing authorities of the municipality, or contract arising therefore or connected therewith.

7. The Contracted Party 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.
8. Both parties agree to assist and cooperate with the MDEQ 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 MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
9. It is the duty of the Sub-Recipient and Contracted Party to insure 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.
10. To the extent allowed by State Law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, 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, judgement, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.
11. The Sub-Recipient and Contracted Party acknowledge and agree that MDEQ is not a party, in any manner whatsoever, to any contract between the Sub-Recipient and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The Sub-Recipient and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the Sub-Recipient 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 MDEQ and the Sub-Recipient.
12. Upon execution of any contract between the Sub-Recipient and any other party in regard to this project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract.
13. The Sub-Recipient shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the Sub-Recipient and any other party.
14. The Sub-Recipient and its vendors acknowledge and agree that any action taken by MDEQ 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.
15. MDEQ 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 Sub-Recipient and any other party.
16. The Sub-Recipient and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ 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 Sub-Recipient and the Contracted Party or any other parties.

## Attachment F-Price Form

**\*Offerors must not identify the business/company name.**

**Offerors must submit the information listed below in a separate, sealed envelope clearly marked as “Price Form.”**

Offerors must use this Price Form. The price must include all labor, materials, transportation and other costs necessary to successfully complete treatment. Pricing will be evaluated to determine price reasonableness.

It is recommended that the Offeror visit the site before submitting their proposal. Failure to visit the site will in no way relieve a successful Offeror from furnishing any materials or performing any work required.

The price for completion of the scope of work and deliverables contained in MDMR’s Request for Proposals, “NERR Invasive Vegetation Treatment” RFX No. 3120001960, is as follows:

\$ \_\_\_\_\_

By submitting a proposal for this project, you certify the following:

1. That you have thoroughly read and understand the RFP and Attachments, and that you agree to all provisions of the RFP and Attachments including, but not limited to, the clauses contained in [Attachment D](#) and [Attachment E](#) which will be included in any contract resulting from this RFP;
2. If submitting a proposal on behalf of a company, that you have authority to bind the company;
3. That you will perform the services and provide the deliverables required at the price quoted above;
4. That, to the best of your knowledge and belief, the price quoted is based upon cost or pricing data which is accurate, complete, and current as of the submission date;
5. That you and/or your company are not currently debarred from contracting with the state, any political subdivision of the state, any other state, the federal government, or any political subdivision of the federal government; and,
6. That the price submitted in response to this solicitation has been arrived at independently and that you have not communicated with any other vendor or competitor regarding your pricing offer, or the factors you used to calculate the price.

## Grand Bay NERR Restoration Area “Pecan”



Invasive Species Present Onsite	Site Specific Information
Chinese Tallow, <i>Triadica sebifera</i>	Lat: 30.447891 Lon: -88.423884 Total Treatment Area: 152 acres
Cogongrass, <i>Imperata cylindrica</i>	Access is gained via Pecan and Bayou Heron Roads. Entry to the northern sites is possible through a gated road (Atwell Rd.).
Chinese privet, <i>Ligustrum sinense</i>	This site is located on previous homesites in an area formerly known as “Pecan” that are now wet pine savanna restoration areas.
camphor tree, <i>Cinnamomum camphora</i>	Habitats include mixed pine (mostly slash pine) and oak stands, recently mulched mixed pine and oak, and emergent freshwater wetlands.
Japanese climbing fern, <i>Lygodium japonicum</i>	No known previous invasive species control efforts