Mississippi Department of Marine Resources

SOLICITATION:	Invitation for Bids (IFB)
SOLICITATION NUMBER:	3160008075
DESCRIPTION:	GBNERR Mastication Project
ISSUE DATE:	May 28, 2026
BID CLOSING LOCATION:	Department of Finance and Administration Office of Statewide Strategic Sourcing 501 North West Street Suite 1301-C Woolfolk Building Jackson, Mississippi 39201
BID COORDINATOR:	April Burns, Office of Statewide Strategic Sourcing (OSSS) osss@dfa.ms.gov
CLOSING DATE AND TIME:	July 8, 2026, 10:00 AM CST

1. INTRODUCTION

The Mississippi Department of Marine Resources (MDMR) manages the coastal resources for the State of Mississippi. We are dedicated to enhancing, protecting, and conserving the marine interests of Mississippi for present and future generations. We manage all marine life, public trust wetlands, adjacent uplands, and waterfront areas for the long-term recreational, educational, commercial, and economic benefit of everyone.

The Grand Bay Land Acquisition and Habitat Management project includes a combination of land acquisition and habitat management within the Grand Bay National Wildlife Refuge (NWR), Grand Bay National Estuarine Research Reserve (NERR), and Grand Bay Savanna Coastal Preserve boundaries in Jackson County, Mississippi. In coordination with the Mississippi Department of Marine Resources, the Grand Bay National Wildlife Refuge, the Mississippi Department of Environmental Quality, and the MS Trustee Implementation Group, the Grand Bay National Estuarine Research Reserve is working to restore and manage over 3,100 acres of wet pine savanna and wet pine flatwoods within an area historically called "Pecan," in Moss Point, MS. Historical imagery from this area shows that grasslands dominated the landscape for most of the 20th century until the 1990s, when fire suppression led to increases in woody vegetation. This project was designed to reduce areal coverage of woody and invasive vegetation using combinations of mechanical, chemical, and prescribed fire treatments and thus promote recovery of native herbaceous vegetation.

2. PURPOSE

The Office of Statewide Strategic Sourcing (OSSS), on behalf of the MDMR has issued this solicitation for the purpose of seeking bids from qualified and experienced contractors to selectively masticate the project area (see map) to reduce the amount of woody vegetation, allowing sunlight to reach the ground promoting herbaceous understory development. An insured and licensed contractor will use power tools and low ground pressure heavy equipment and avoid work during inclement weather to minimize ground disturbance and negative impacts on soils within the project area. The contractor is also expected to take all necessary precautions to prevent the spread of invasive species throughout the project area and will follow Best Management Practices (BMPs) as directed by Grand Bay NERR staff to minimize impacts on wildlife. Slash pine (*Pinus elliottii*) 8" DBH or more, longleaf pine (*Pinus palustris*), live oak (*Quercus virginiana*), gum (*Nyssa spp.*), pecan (*Carya illinoinensis*) and pond cypress (*Taxodium ascendens*) **will not be masticated** since they provide food and habitat for wildlife and are representative species of the target habitats.

The contractor will also create 8,900 feet of firelanes by using low ground pressure heavy equipment. The firelanes will be 30 ft wide and scraped to bare mineral soil. The trunks and roots of any trees will be mulched below bare mineral soil to reduce the risk of high-centering

heavy equipment. Before moving to a new area, the contractor will ensure that their equipment has been cleaned properly to reduce the spread of invasive species across the project area.

3. TIMELINE

Start Date • First Date of Advertisement • Second Date of Advertisement	 May 28, 2026 June 4, 2026
Voluntary Site Visit	GBNERR 6005 Bayou Heron Road Moss Point, MS 39562 Site visit will be June 17, 2026 at 10:00 am. Any questions from the site visit must be submitted in writing during the question-and-answer period in the IFB. Only answers provided in a written amendment will be binding on MDMR.
Questions Submission Deadline Answers Posted	June 24, 2026 June 30, 2026
Bid Submission Deadline **Bid Opening**	**July 8, 2026 10:00 AM CST** **July 8, 2026 2:00 PM CST**
Anticipated Notice of Intent to Award	July 15, 2026
Submission to PPRB	July 23, 2026
PPRB Board Meeting	August 5, 2026

MDMR reserves the right to adjust this schedule as it deems necessary.

4. SITE VISIT

MDMR will host a voluntary site visit June 17, 2026 at 10:00 a.m. at the GBNERR 6005 Bayou Heron Road, Moss Point MS 39562. The site visit will allow the MDMR to review site conditions and project requirements with potential bidders. Although there may be some discussion between site attendees and MDMR officials, the agency WILL NOT be bound by responses provided during this site visit. Only answers provided in a written amendment to this IFB will be binding on MDMR. Site attendees must submit any questions from the visit in writing by the Question Submission Deadline above (See also *13. QUESTIONS/REQUESTS FOR CLARIFICATION and 12. AMENDMENTS TO THIS IFB*).

5. OPSCR RULES AND REGULATIONS

This solicitation and any resulting contract shall be governed by the applicable provisions of the Public Procurement Review Board (PPRB) Office of Personal Services Contract Review (OPSCR) Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder responding to this solicitation is deemed to be on notice of all requirements therein.

6. RECONSIDERATION OF THE TERMS OF THE SOLICITATION

Any potential bidder may file a Request for Reconsideration of the Terms of the Solicitation. Any such request shall be filed within three (3) business days following public notice of the solicitation and in accordance with Section 5.2.4 of the OPSCR Rules and Regulations.

7. SCOPE OF SERVICES

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

Selectively masticate the 480-acre project area (see map) to reduce the amount of woody vegetation, allowing sunlight to reach the ground promoting herbaceous understory development. An insured and licensed contractor will use power tools and low ground pressure heavy equipment and avoid work during inclement weather to minimize ground disturbance and negative impacts on soils within the project area. The contractor is also expected to take all necessary precautions to prevent the spread of invasive species throughout the project area and will follow Best Management Practices (BMPs) as directed by Grand Bay NERR staff to minimize impacts on wildlife. Slash pine (*Pinus elliottii*) 8" DBH or more, longleaf pine (*Pinus palustris*), live oak (*Quercus virginiana*), gum (*Nyssa spp.*), pecan (*Carya illinoinensis*) and pond cypress (*Taxodium ascendens*) **will not be masticated** since they provide food and habitat for wildlife and are representative species of the target habitats.

The contractor will also create 8,900 feet of firelanes by using low ground pressure heavy equipment. The firelanes will be 30 ft wide and scraped to bare mineral soil. The trunks and roots of any trees will be mulched below bare mineral soil to reduce the risk of high centering heavy equipment. Before moving to a new area, the contractor will ensure that their equipment has been cleaned properly to reduce the spread of invasive species across the project area.

8. DELIVERABLES

The deliverables are to include:

While using low ground pressure heavy equipment, a licensed and insured contractor will selectively reduce woody vegetation by masticating approximately 480 acres within the NRDA project area. The contractor will construct approximately 30 ft x 8,900 ft of firelanes in the project area east of Bayou Heron Road. The contractor will give regular updates on progress

made and notify the Project Manager and/or Natural Resource Manager of any issues that may arise.

9. MINIMUM REQUIRED QUALIFICATIONS

The minimum qualifications for bidding include:

- Bidders must have experience with selective thinning for habitat restoration, knowledge of local flora, and have completed at least one (1) project within the past five (5) years involving forestry mulching, mastication, land clearing, firelane construction, or similar vegetation management services.
- Bidders must possess, or have access to, the equipment and personnel necessary to perform the work described in this IFB, including low ground pressure heavy equipment and power tools.
- Bidders must provide two (2) professional references familiar with the vendor's abilities described in this IFB. See Attachment B. Please provide current contact information as MDMR must be able to contact the references.
- By submitting a bid, you are certifying that you are not currently debarred from bidding by the State, any political subdivision of the State (towns, cities, counties, agencies, etc.), any other state, or the federal government. You also certify that you are not submitting a bid as an agent of someone so debarred.
- Bidders are required to be electronically registered in Mississippi's Accountability System for Government Information and Collaboration (MAGIC) before submitting their bid. Instructions for registering in MAGIC can be found below in Section 9.

The minimum qualifications for contracting include:

- Vendors which are domestic corporations, limited liability companies, or limited partnerships must be in good standing with the Mississippi Secretary of State.
- Vendors which are foreign corporations, limited liability companies, or limited partnerships may be required to register with the Mississippi Secretary of State to transact business in Mississippi. See Miss. Code Ann § 79-4-15.01.

10. BASIS FOR AWARD

The MDMR will award the bid to the lowest responsive, responsible bidder who meets all required specifications, subject to approval by the Public Procurement Review Board, if necessary. The MDMR reserves the right to reject any and/or all bids and waive minor informalities which do not affect quality, quantity, price or delivery.

11. INSURANCE REQUIREMENTS

In order to enter into a contract, 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.

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

Coverage Type	Amount
Workers' Compensation (as required by Mississippi or other applicable state law)	
General Liability	
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

12. BOND REQUIREMENTS

No bonds required.

13. BID SUBMISSION INSTRUCTIONS

Bidders are required to electronically register in Mississippi's Accountability System for Government Information and Collaboration (MAGIC), and you may submit your bid electronically through MAGIC, or you may submit your bid by paper submission via mail or hand delivery to MDMR as outlined below:

Vendor Electronic Registration in MAGIC:

It shall be the responsibility of each bidder to ensure that its vendor profile is current in the MAGIC system. The website to register as a vendor with the State of Mississippi is: http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/.

- For online learning instructions on submitting your bid electronically, select "Supplier Training" from the link listed above. Select the LOG820 Supplier Self-Service Course link and then click "Launch Course."
- If you have problems accessing the website, please contact the Mash Helpdesk at (601) 359-1343 or mash@dfa.ms.gov. You must receive a User ID and Password to access the MAGIC portal. **This process could take up to 72 hours to complete.**
  Please plan accordingly and ensure you have these credentials well before the bid submission deadline.

MAGIC Submission and Technical Requirements:

- The bid submission must be submitted in MAGIC no later than **10:00 AM CST, July 8, 2026.** Timely submission is the sole responsibility of the bidder. **Submissions received after the specified time will be rejected** and the unopened bid will be made a part of the procurement file. **It is suggested that you allow 72 hours before the due date and time for submission of the bid in MAGIC, especially if you are a first-time user.**
- Bids that are "saved" will not be available for viewing. Bids must be "submitted" to be viewed by the agency.

Paper Bid Submission Requirements:

- **The bid submission must be signed and submitted in a sealed envelope.**
- Timely submission is the sole responsibility of the bidder. **Submissions received after the specified time will be rejected** and the unopened bid will be made a part of the procurement file.
- The time and date of receipt will be indicated on the sealed envelope or package by Agency/OSSS staff or designee.
- All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed, in ink, by the person signing bid.
- Submissions via facsimile (faxes) or email will not be accepted. It is suggested that if a submission is mailed to the OSSS, it should be posted in certified mail with a return receipt requested.
- The Bidder assumes all risks regarding the delivery of the bid. MDMR/OSSS will not be responsible for delivery delays, packages lost in the delivery process, misdirected emails, or other delivery errors.
- All Bids submitted by hand delivery or mail will become the property of the MDMR. Sealed Bids should be mailed or hand-delivered to and labeled as follows:

Hand Delivery Address:

GBNERR Mastication Project
SRFx No. 3160008075
Smart No. 1450-26-R-IFBD-00011
Opening Date: 2:00 PM CST, July 8, 2026
Mississippi Department of Finance and Administration
Attention: April Burns, Proposal Coordinator
501 North West Street, Suite 1301 C
Jackson, Mississippi 39201
SEALED PROPOSAL – DO NOT OPEN

Mailing Address:

GBNERR Mastication Project
SRFx No. 3160008075
Smart No. 1450-26-R-IFBD-00011
Opening Date: 2:00 PM CST, July 8, 2026
Mississippi Department of Finance and Administration
Attention: April Burns, Proposal Coordinator
Post Office Box 267
Jackson, Mississippi 39205
SEALED PROPOSAL – DO NOT OPEN

The **deadline** for receiving Bids is **July 8, 2026, at 10:00 AM.**

14. BID OPENING

Bids shall be opened in the presence of one or more Agency officials on the date and time designated herein. Bids *will not* be opened publicly. Information regarding this opening and procurement will be provided via Public Record Request in accordance with the *Mississippi Public Records Act*, the *OPSCR Rules and Regulation, Section 5.4.4 Bid Opening*, and *Section 1.5 Public Access to Procurement Documents*. Specifically, production of any records regarding this solicitation will be tolled until MDMR determines it will not issue the procurement, cancels the procurement, or issues a notice naming its intended awardee.

15. AMENDMENTS TO THIS IFB

Should an amendment or amendments to this IFB be issued, it will be posted on the MDMR website dmr.ms.gov in the Procurement section and on the Mississippi Contract Procurement Opportunity Search Board (Procurement Portal) website www.ms.gov/dfa/contract_bid_search/Bid in a manner that all bidders will be able to view. **Furthermore, bidders must acknowledge receipt of any amendment to this IFB by signing and returning the amendment with the bid submission and by identifying the amendment number and date in the space provided for this purpose on the Bid Form-Attachment C**, or **by letter.** The acknowledgment should be received by the OSSS by the time and at the place specified for receipt of Bids. It is the bidder's sole responsibility to monitor the website for amendments to the IFB.

16. QUESTIONS/REQUESTS FOR CLARIFICATION

Bidders shall submit any question(s) via email by the deadline reflected in the Procurement Timeline. All questions and requests for clarification must be directed by email to April Burns at:

April Burns, Bid Coordinator
E-mail: osss@dfa.ms.gov

When submitting questions and requests for clarification, "IFB RFx# 3160008075 - Questions," should be the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

No.	IFB Section, Page No.	Question/Request for Clarification
1.		

All questions/requests for clarification and the answers thereto will be published on the MDMR website, and the MAGIC Portal http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/ in a manner that all bidders will be able to view by **June 30, 2026 10:00 AM CST.**

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

Restrictions on Communication with Agency Staff: At no time shall any bidder or its personnel contact, or attempt to contact, any MDMR/OSSS staff regarding this IFB except the IFB Coordinator listed above and with the exception of the mandatory site visit and, in the manner prescribed herein. Unauthorized contact regarding the IFB with other employees of MDMR/OSSS may result in the potential bidder being disqualified, and the potential bidder may also be suspended or debarred from the State.

17. TERM OF CONTRACT

MDMR intends to enter into a firm fixed-price agreement. The initial term of the contract resulting from the IFB shall be for a period of one (1) year upon execution by the bidder and the Executive Director of MDMR. Subject to the availability of funds and at the sole discretion of the MDMR with the agreement of the Contractor, MDMR reserves the right to exercise an option to renew the contract for one (1) successive year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed one (1).

Any contract resulting from this IFB shall consist of an MDMR Independent Contractor Contract, this IFB and any amendments, and any responses thereto, including, the respondent's Bid.

18. REQUIRED DOCUMENTS FOR BIDDING

All bids must include the following:

- Attachment B-Bid Cover Form (with References) completed and signed;
- Attachment C-Bid Form completed and signed; and,
- Attachment F-Bidder's Checklist completed and signed.

Use the bid form to identify your best price. **You must identify your company's name on each page of the bid form, and each of the attachments. Complete all of the blanks and sign the form.**

You ***must*** use the attached bid form. Submissions without a bid form will be rejected as nonresponsive. **Do not amend or add to the bid form**. We may reject modified bid forms as nonresponsive on a case-by-case basis.

You are responsible for the costs of preparing your bid. We do not accept liability for such expenses. All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Services Contract Review Rules and Regulations*.

19. PUBLIC RECORDS REQUEST

Public Record Requests will be handled in accordance with Miss. Code Ann. §25-61-9.

20. CONDITIONS OF SOLICITATION

When you submit a bid, then you agree that you will accept an award if offered.

You also certify that you have not communicated with any other bidder or competitor regarding your bid or the price, your intention to submit a bid, or the factors you used to calculate the bid price. You further certify that you do not have any conflict of interest with respect to the MDMR, or the project. You can read more about your certifications on the Bid Form, Attachment C.

MDMR also reserves the right to waive minor irregularities in the bid providing such action is in the best interest of MDMR and the State of Mississippi. A minor irregularity is defined as a variation of the IFB which does not affect the price of the bid or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of MDMR.
Where MDMR may waive minor irregularities as determined by MDMR, such waiver shall in no way modify the IFB requirements or excuse the bidder from full compliance with the IFB specifications and other contract requirements should the bidder be awarded the contract.

MDMR reserves the right to exclude any and all non-responsive bids from any consideration for contract award. The MDMR reserves the right to reject any and/or all bids and waive any minor informality.

21. RIGHT TO REJECT, CANCEL AND ISSUE ANOTHER IFB

MDMR specifically reserves the right to, at its sole discretion, at any time, reject, in whole or in part, any or all bids received in response to the IFB, cancel the IFB in its entirety, or issue another IFB.

22. NOTIFICATION OF INTENT TO AWARD

Notification will be sent to all bidders by mail and/or email of the selection of the successful bidder. We will also post the selection of the successful bidder on our website at www.dmr.ms.gov. **Work is expected to begin within 30 days following the award of contract and is to be completed within 30 days of beginning work.**

23. 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 Mississippi.

24. RELATIONSHIP OF PARTIES

It is expressly understood and agreed that if MDMR enters into a contract with a bidder, it does so based on the purchase of commodities or services and not based on an employer-employee relationship or a joint venture relationship.

25. CONTRACT ADMINISTRATION

The contract awarded, if any, subsequent to this solicitation shall be administered by the MDMR. All invoices submitted by the Contractor for goods received or services provided pursuant to the contract shall be submitted as follows:

By Mail: Mississippi Department of Marine Resources, Procurement Department, 1716 A J Holloway Dr, Biloxi, Mississippi 39532
By Email: Procurement@dmr.ms.gov

The MDMR will provide timely payment 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. The Contractor understands and agrees that MDMR is exempt from the payment of taxes.

26. COMPENSATION FOR GOODS AND SERVICES

- **Payment.** The MDMR will pay Contractor upon satisfactory completion of the Scope of Services and Deliverables.
- **Invoice.** The Contractor may submit an incremental detailed invoice with supporting documentation of the Scope of Services, as provided in Section 7. In order to process payment, the invoice must include the following information:
    a) Contract Number;
    b) Purchase Order Number; and,
    c) Date of Completion.
- **Payment Processing.** The MDMR makes payments within 45 days of receiving an approved invoice.

27. EQUAL OPPORTUNITY STATEMENT

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

28. CONTRACT RIGHTS

Contract rights do not vest in any party until a contract is legally executed. The MDMR is under no obligation to award a contract following issuance of this solicitation.

29. EXPENSES INCURRED IN THE PROCUREMENT PROCESS

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

30. MINOR INFORMALITIES AND IRREGULARITIES

The MDMR has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any bidder. If insufficient information is submitted by a bidder for the MDMR to properly evaluate the offer, the MDMR has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any bidder. (*Information requested may include, for example, a copy of business or professional licenses, or a work schedule*.)

31. PROCUREMENT REGULATIONS

This solicitation shall be governed by the applicable provisions of the ***Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations***, a copy

of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

32. PROPERTY RIGHTS

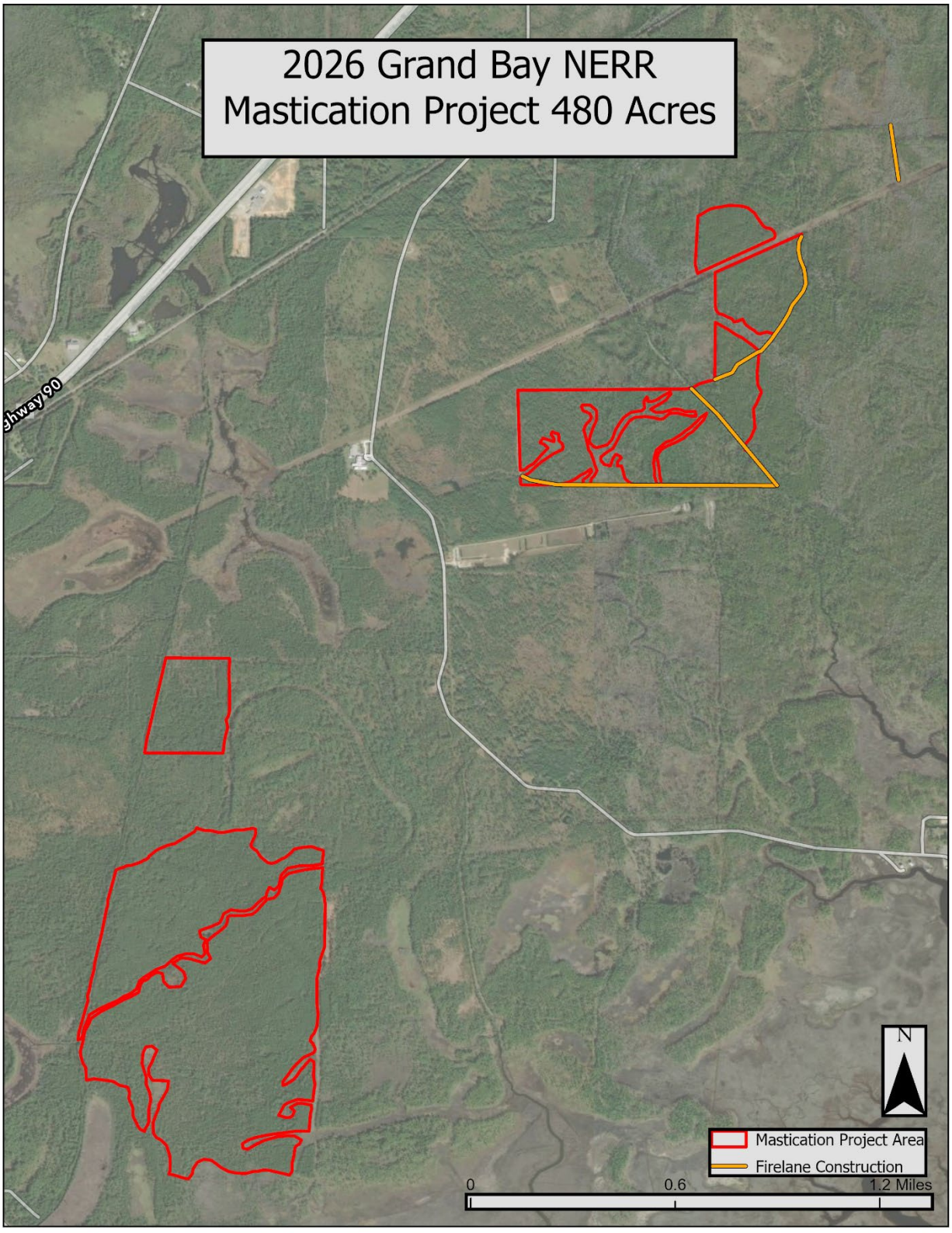
Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDMR is under no obligation to award a contract and may terminate a legally executed contract at any time.

33. ATTACHMENTS

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

- Attachment A — Map of Mastication Area
- Attachment B — Bid Cover Form (with References)
- Attachment C — Bid Form
- Attachment D — Contract Clauses
- Attachment E — Reference Score Sheet
- Attachment F — Bidder's Checklist

Attachment A



Attachment B-Bid Cover Form

The Mississippi Department of Marine Resources is accepting bids for the GBNERR Mastication Project.

Bids must be submitted by 10:00 a.m. CST on July 8, 2026.

Company Name: _____

Quoted by: _____

Signature: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email Address**:** _____

Name, title and phone number of company representative to be contacted by MDMR:

_____

Alternate representative name, email, and phone number:

_____

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

What year was your company started? _____

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

_____

_____

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

_____

_____

_____

_____

Has your company completed at least one (1) project within the past five (5) years involving forestry mulching, mastication, selective thinning, habitat restoration, land clearing, firelane construction, or similar vegetation management services?

☐ Yes

☐ No

If yes, provide the following information for one qualifying project:

Project Name: _____

Project Location: _____

Dates of Work: _____

Brief Description of Work Performed: _____

_____

_____

_____

_____

_____

_____

_____

Does your company possess or have access to the equipment and personnel necessary to perform the work described in this IFB, including low ground pressure heavy equipment and power tools?

☐ Yes

☐ No

Professional References

Please list two (2) professional references familiar with the vendor's abilities described in this IFB. Bidder must have provided services within the past ten (10) years. Please provide current contact information as Agency must be able to contact these references. *Bids may be rejected as non-responsive if reference checks cannot be completed within 48 hours of initial contact.*

Professional Reference:

Customer Name and Title: _____

Dates of Service: _____

Telephone: _____

Email: _____

Alternative Contact information:

Name: _____

Telephone: _____

Email: _____

Professional Reference:

Customer Name and Title: _____

Telephone: _____

Email: _____

Alternative Contact information:

Name: _____

Telephone: _____

Email: _____

Attachment C

Bid Form

Company Name: _____

Please bid the all-inclusive price as specified in the Scope of Services. Pricing will remain the same throughout the life of the contract.

Price per Acre $ _____

By signing below, you certify that you have authority to bind the company, and further acknowledge and certify on behalf of the company:

- That you thoroughly read and understand the Invitation for Bids and its attachments.
- That you meet all requirements and acknowledge all the certifications contained in the IFB.
- That you agree to all provisions of the IFB, including the contract clauses in Attachment D.
- That you will deliver the goods and perform the services required at the price quoted above.
- That, to the best of your knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
- **Non-Debarment**: By submitting a bid, you are certifying that you are not currently debarred from bidding by the State, any political subdivision of the State (towns, cities, counties, agencies, etc.), any other state, or the federal government. You also certify that you are not submitting a bid as an agent of someone so debarred.
- **Certification of Independent Price Determination:** By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
- **Bidder's Representation Regarding Contingent Fees:** By responding to the solicitation, the bidder represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the bidder cannot make such a representation, a full and complete explanation shall be submitted in writing with the bidder's response.
- **Bidder's Representation Regarding Gratuities:** By responding to the solicitation, the bidder represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the bidder cannot make such a representation,

a full and complete explanation shall be submitted in writing with the bidder's response, to the Agency prior to contract execution.

- **Release of Bid as a Public Record**: Bidders shall acknowledge which of the following statements is applicable regarding release of its bid documents as a public record. A bid may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged.

CHOOSE ONE:

☐ Along with a complete copy of its Bid, Bidder has submitted a second copy of the Bid documents in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the MDMR or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the Proposal which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that MDMR may release the redacted copy of the bid document at any time as a public record without further notice to Bidder. A Bidder who selects this option but fails to submit a redacted copy of its Bid may be deemed non-responsive.

☐ Bidder hereby certifies that the complete unredacted copy of its Bid may be released as a public record by the MDMR at any time without notice to Bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its Bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The Bid contains no information Bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A Bidder who selects this option but submits a redacted copy of its Bid may be deemed non-responsive.

Bidder acknowledges that the redacted version of the Bid, or if a Bidder does not produce a redacted version, the full Bid document, will be released at the Agency's sole discretion, without notice to the Bidder and will be produced as a public record exactly as submitted.

- **Acknowledgment of Amendments:** Bidders shall acknowledge receipt of any amendment to the IFB in writing. The acknowledgement shall be submitted with your bid package. Each bidder shall submit a written acknowledgement of every amendment to the MDMR on or before the submission deadline.

Please list the amendments acknowledged by the amendment number and date:

_____

_____

Company Name: _____

Printed Name of Representative: _____

_____ _____

Signature Date

Note: *Failure to sign the Bid form may result in the Bid being rejected as non-responsive. Modifications or additions to any portion of this Bid document may be cause for rejection.*

Attachment D

Contract Clauses

Any contract entered into pursuant to this Invitation for Bids may contain these clauses and may contain other 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 Mississippi.

APPROVAL

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

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDMR to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MDMR shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MDMR of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY

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.

COMPLIANCE WITH LAWS

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

By executing the contract the contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

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 "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar 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* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDMR subject to approval by any agencies of the United States Government. 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 clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*; (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; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

PAYMODE

Payments by the MDMR using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MDMR may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

PROCUREMENT REGULATIONS

This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

PROPERTY RIGHTS

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the MDMR may terminate this contract at any time for its own convenience.

REPRESENTATION REGARDING GRATUITIES

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDMR a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MDMR has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

REQUIRED PUBLIC RECORDS AND TRANSPARENCY

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall 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 pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available at the Agency for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that the MDMR and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq*. and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq*.

STOP WORK ORDER

The MDMR may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MDMR. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MDMR. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDMR has terminated that part of the agreement or terminated the agreement in its entirety. The MDMR is not liable for payment for services which were not rendered due to the stop work order.

TERMINATION

Termination for Convenience. The MDMR may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MDMR shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. 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 complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the MDMR gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the MDMR may terminate the contract for default and the Contractor will be liable for the additional cost to the MDMR to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service

Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

ADDITIONAL TERMS AND CLAUSES

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.

CHANGE IN SCOPE OF WORK

The MDMR may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to 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 Contractor.

If 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 Contractor, 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, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

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 under the contract by the Contractor. If the MDMR reasonably rejects staff or subcontractors, the Contractor shall 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.

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.

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 ("force majeure events"). When such a cause arises, Contractor shall notify the Agency immediately in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The MDMR may exercise any rights it has under the contract which are available when neither party is in default.

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 MDMR's sole discretion, upon approval of the Office of the Mississippi Attorney General and the MDMR, 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 Office of the Mississippi Attorney General and the MDMR. 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. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MDMR, which shall not unreasonably withhold.

INDEPENDENT CONTRACTOR STATUS

Contractor shall, at all times, be regarded as and shall be legally considered 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, 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 Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the MDMR and 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 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 Contractor, its servants, agents, or employees. The MDMR shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDMR shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

NOTICES

All notices required or permitted to be given under this agreement must be is 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 MDMR: name, title, agency, address

RECORD RETENTION AND ACCESS TO RECORDS

Provided the Contractor is given reasonable advance written notice, and such inspection is made during normal business hours of the Contractor, the MDMR and NFWF or any of their duly authorized representatives, shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examination, excerpts, and transcriptions. All records related to this Contract shall be retained by the Contractor for five (5) years after final payment is made under this Contract 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 five (5) 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 the 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.

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.

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.ms.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.

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

Reference Score Sheet

TO BE COMPLETED BY AGENCY STAFF ONLY

Bidder Name: _____

Reference Name: _____

Person Spoken To: _____

Score: _____

Was the Bidder easy to work with in the scheduling and provision of the services rendered?	Yes	No
Were you satisfied with the services provided? If no, please explain.	Yes	No
Was the Bidder responsive to your needs?	Yes	No
Would you recommend the Bidder to others for future projects?	Yes	No

The References will be scored as either "Pass" or "Fail." The Bidder is responsible for providing relevant references. Each "yes" is one point; each "no" is zero points. Bidder must have a combined minimum score of "7" from two references to be considered responsible and for Bidder's bid to be considered.

Called By: _____

Signature: _____

Title: _____

Date and Time: _____

Notes: _____

_____

_____

_____

Attachment F-Bidder's Checklist

Three (3) Professional References	☐
Registered with MAGIC	☐
Amendments to IFB acknowledged, if any	☐
Attachment B, Attachment C and Attachment F completed and signed	☐

Printed Name: _____

Signature: _____

Date: _____