



MISSISSIPPI DEPARTMENT of WILDLIFE, FISHERIES, & PARKS

Sam Polles, Ph.D., Executive Director

1505 Eastover Drive

Jackson, Mississippi 39211

(601) 432-2400

SOLICITATION:	Request for Quotes-Informal (RFQI)
CATEGORY:	Services –Repairs Pond Liner Repair
SERVICE LOCATION:	Enid Lake – North Mississippi Fish Hatchery 457 Co Rd. 36 Enid, MS 38927
ADVERTISEMENT:	February 23, 2018
SUBMISSION DEADLINE:	March 1, 2018, 2:00 p.m.
OPENING DATE:	March 1, 2018, 2:00 p.m.
OPENING SITE:	1505 Eastover Drive, Jackson, Mississippi 39211
CONTACT INFORMATION:	Marilyn M. Watkins marilynw@mdwfp.state.ms.us (601) 432-2195

MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS
REQUEST FOR QUOTES INFORMAL (RFQI)
NORTH MISSISSIPPI FISH HATCHERY POND LINER REPAIR

1. Introduction

The Mississippi Department of Wildlife, Fisheries, and Parks is seeking a contractor for repair services, and hereby requests quotes from contractors to perform pond liner repair services at North Mississippi Fish Hatchery, Enid, MS. Vendors are responsible for examining all specifications, terms, conditions, and instructions in the Request for Quotes (Informal). Failure to do so will be at the vendor's risk.

Notice is hereby given that Request for Quotes Informal (RFQI) will be received in the Support Services Office of the Department of Wildlife, Fisheries & Parks, 1505 Eastover Drive, Jackson, MS 39211 until **2:00 pm, March 1, 2018**, and any quote submitted after this time will be rejected and returned unopened.

- 2. Scope of Services.** The work includes pond liner repair at North Mississippi Fish Hatchery, 457 Co. Rd. 36, Enid, MS 38927. For the detailed scope of services please see Attachment 1.
- 3. Applicable Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict 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. The Contractor expressly agrees that under no circumstances shall MDWFP be obligated to pay an attorney's fee or the cost of legal action to the Contractor.
- 4. Availability of Funds.** It is expressly understood and agreed that the obligation of the agency 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 agency, the agency 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 agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 5. Compliance with Laws.** Contractor understands that the Agency 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.
- 6. 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 § 31-7-305.

7. **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:

- a. 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; or
- b. 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,
- c. both.

In the event of such cancellation/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.

8. **Paymode.** Payments by state agencies using the State’s 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 Contractor’s choice. The State 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 State is exempt from the payment of taxes. All payments shall be in United States currency.
9. **Procurement Regulations.** The contract shall be governed by the applicable provisions of the *Mississippi Procurement Manual*, a copy of which is available at 501 N. West St., 701 Woolfolk Building, Suite A, Jackson, MS or downloadable at www.dfa.ms.gov.
10. **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 proposal.
11. **Representation Regarding Gratuities.** 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 9.105 (Gratuities) of the *Mississippi Procurement Manual*.

12. Stop Work Order.

- a. *Order to Stop Work:* The 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 Procurement Officer shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- b. *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:
 - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. *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.

13. Termination for Convenience.

- a. *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.
- b. *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.

14. Termination for Default.

- a. *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.

- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the 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.
- c. *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.
- d. *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". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *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.
- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in

addition to any other rights and remedies provided by law or under this contract.

15. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by Agency 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.
16. **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.
17. **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.
18. **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 or employee of MDWFP. Nothing contained herein shall be deemed or construed by MDWFP, 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 MDWFP and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDWFP or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the MDWFP and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDWFP, and the MDWFP shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency 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 Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees. All of the vendor's activities will be at its own risk and vendor is hereby given notice of its responsibility for arrangement to guard against physical, financial, and other risks as appropriate. Vendor shall observe and abide by all applicable laws and regulations including, but not limited to, those of **MDWFP** relative to conduct on its premises.

19. **Quality of Service.** Vendor agrees to perform its services with standard of care, skill, and diligence normally provided by a professional organization in the performance of services. All work shall be performed to the complete satisfaction of **MDWFP**.
20. **Contact.** Any questions regarding the RFQI should be directed to Marilyn M. Watkins at (601) 432-2195. Questions about the actual project should be directed to Mr. Tom Holman at (601) 432-2209.
21. **Awarding the Contract.** The contract is to be awarded to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the Specifications.
22. **Payment.** There will be a one-time payment for the awarded contract amount. All services are expected to be completed no longer than one year from the award date.
23. **Guarantee/Warranty.** The Contractor shall provide Guarantee of the Work, on company letterhead, guaranteeing the Work to be free from defective or non-conforming materials and workmanship for a period of one (1) year from date of Substantial Completion. The Contractor will replace any non- conforming or defective work promptly, to the requirements of the Drawings and Specifications, and at no additional cost to the Owner. Material and equipment warranties, as applicable, shall be the manufacturer's standard warranty for the specified product, unless noted otherwise.
24. **Performance and Payment Bonds & Insurance.** For construction and repair projects, in accordance with MS Code 1972 Annotated, 31-5-51:
 - a. All projects for construction and repairs greater than \$5,000 require at least \$1,000,000 general liability insurance policy.
 - b. All projects for construction and repairs greater than \$25,000 require a 100% payment bond and performance bond and payment bond in addition to the \$1,000,000 general liability insurance policy.
 - c. All projects for construction and repairs less than \$25,000 may be paid in a lump sum upon successful completion in lieu of bonds.
25. **Workers Compensation.** Per MS Code 71-3-5, Workers Compensation Coverage is required when, and if, there are five (5) or more workers.
26. **Patents and Royalties.** Contractor covenants to save, defend, keep harmless, and indemnify MDWFP and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by MDWFP. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.
27. **Indemnification.** To the fullest extent allowed by law, Contractor shall indemnify, defend, save

and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by 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, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

28. **Miscellaneous.** The contractor will be responsible for adhering to, and compliance with, all federal, state, and local laws, regulations, codes, and standards pertaining to the performance of all work related to this project as described in the bid quotation form and/or project Drawings and Specifications.

The Department of Wildlife, Fisheries, and Parks will not be responsible for the contractor's means, methods, techniques, sequences, procedures of construction, or safety precautions and programs related to all work as described in the inquiry and/or project specifications.

QUOTE SUBMISSION

Request for Quotes Informal (RFQI) will be received in the Support Services Office of the Department of Wildlife, Fisheries & Parks, 1505 Eastover Drive, Jackson, MS 39211 until **2:00 pm, March 1, 2018**, and any quote submitted after this time will be rejected and returned unopened.

Quotes can be submitted electronically as instructed below by uploading the Request for Quote Informal Form in the MAGIC system as an attachment. The attachment should be named *Request for Quote Informal*.

If you are not able to submit your quote electronically, the Request for Quote Informal Form can be emailed to Marilyn Watkins at marilynw@mdwfp.state.ms.us or mailed or hand delivered in an envelope clearly marked with the following information:

RFQI – North Mississippi Fish Hatchery Pond Liner Repair
ATTN: Marilyn M. Watkins
Support Services, Department of Wildlife, Fisheries, & Parks
1505 Eastover Drive
Jackson, MS 39211

Please refer to the links below for the Supplier Registration website as well as tutorials. If you are not registered as a supplier for the State of Mississippi, you must first complete the Supplier Registration Form. Please contact the MASH Help Desk (601-359-1343) if you require any assistance.

1. [Supplier Self-Registration](#)
2. [Supplier Self-Service eLearning](#)



MS DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS
1505 EASTOVER DRIVE, JACKSON, MS 39211-6374

REQUEST FOR QUOTE (INFORMAL)
SERVICES

ATTN: MARILYN M. WATKINS, DRPH
1505 EASTOVER DRIVE
JACKSON, MS 39211
TELEPHONE: 601.432.2195
EMAIL: MARILYNW@MDWFP.STATE.MS.US

FROM: NAME: PHONE:
COMPANY: FAX:
ADDRESS: EMAIL:
CITY: ST: ZIP CODE:

DATE:
QUOTE #:
QUOTE EXPIRATION DATE:

BRIEF DESCRIPTION OF SERVICES TO BE CONDUCTED: NORTH MISSISSIPPI FISH HATCHERY, ENID MS – POND LINER REPAIRS		
See Attachment 1 for detailed scope of services		
		TOTAL PRICE

Having examined the specifications of this project, the undersigned proposes to perform as per specified for the price shown above.

Quotation prepared by: _____
Name | Title Signature | Date

THANK YOU FOR YOUR BUSINESS!

ATTACHMENT 1 – SCOPE OF SERVICES

Pond Liner Repair – North Mississippi Fish Hatchery, Enid, MS

Work Site: North Mississippi Fish Hatchery, located adjacent to the Enid Lake dam at Enid, Mississippi, Exit Number 233, I-55.

General Scope of Work: (Note – all dimensions are approximate. It is the responsibility of the contractor to verify measurements). MDWFP will provide liner material which is stored on-site. The liner material is .045 ml reinforced polypropylene geo-membrane (potable) manufactured by Carlisle Syntec Systems. Contractor is responsible for all other additional materials and labor to provide for a complete and finished job.

Liner for the Production Ponds and the southeast corner of the Settling Pond is 12' wide. Liner material for the settling pond – north side - is 16' wide.

- Replace damaged pond liners on Production Ponds 1,2,4,6 and the Settling Pond (See Detail A).
 - Approximate lengths of liner material to be replaced:
 - Production Pond 1 – 280 linear feet
 - Production Pond 2 – 290 linear feet
 - Production Pond 4 – 280 linear feet
 - Production Pond 6 – 283 linear feet
 - Settling Pond –
 - North side – 600 linear feet (16' width)
 - Southeast corner – 296 linear feet (12' width)
- Approximately 12' of the liner material will be removed from Ponds 1,2,4, and 6, 9' in the pond and including 1' of material on the crown and 2' of buried material. (See Detail B)
- 2' of material will be buried in an excavate 1' wide x 1' deep trench (See Detail A).
- Material excavated from the trench will be used to backfill the trench. Any additional material to bring the top of the trench up to the level of the top of the pond levee will be the responsibility of the contractor. Additional material required shall match existing material.
- The liner shall be replaced such that approximately 1' of material covers the crown and the remaining 2' ft. of material will be buried in trench approximately 1' wide x 1' deep. (See Detail B)
- The contractor shall leave the work site in a ready to use condition upon completion of all work. All debris, rubbish, shall be removed from the site. All ruts and damaged areas shall be repaired by the contractor, at no expense to the owner.

[illegible]

DETAIL B: Pond Liner Repair

EEWeb

TITLE	N.M.F.H Pond Liners	
NAME	Detail B	DATE

