

REQUEST FOR QUALIFICATIONS

Forestry Habitat Restoration Consultant

RFx No. 3140000990

Smart No. 1450-17-R-RFQI-00030



ENHANCE ★ PROTECT ★ CONSERVE

Contact: Erin Gallagher procurement@dmr.ms.gov

Mississippi Department of Marine Resources

1141 Bayview Avenue

Biloxi, Mississippi 39530

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Section 1 – Introduction

The Mississippi Department of Marine Resources (MDMR) Coastal Preserves Program manages coastal resources for the State of Mississippi through the authority of the Commission on Marine Resources. The Mississippi Coastal Preserves Program was designed to identify, acquire, protect and manage Mississippi's remaining coastal wetland habitats and associated resources. The abundance and productivity of natural resources occupying Mississippi's coastal waters are a product of the quantity and quality of the wetland habitat. State trust lands within the Coastal Preserves will be effectively managed to perpetuate their natural characteristics, features, ecological integrity, and social, economic, and aesthetic values for the future benefit of all Mississippi residents.

Section 2 – Purpose

The MDMR is issuing a Request for Qualifications (RFQ) from qualified Mississippi Registered Foresters to assist with the evaluation, preparation and sale of selectively cut timber from the Indian Point tract within the Pascagoula River Coastal Preserve. All units within the boundaries of the property, except units one (1) and twelve (12), are candidates for thinning. See map – [Attachment A](#). The Indian Point tract is approximately 300 acres with various levels of density throughout. Upon completion of the Indian Point tract, MDMR may choose to issue additional solicitations for other Coastal Preserves parcels, or parcels may be added to the contract, increasing the scope and contract amount if mutually agreed upon by both parties. These future parcels ([Attachment B](#)) may consist of one or more of the following:

- Wachovia tract – Units 1 and 2 (721 acres);
- Delisle tract – Units 1 and 2 (334 acres);
- Bells Ferry tract – Units 2 and 3 (100 acres); and,
- Beckendorf tract – Unit 1 (250 acres).

This RFQ will utilize a multi-step sealed qualification process. Sealed Pricing Offers (SPOs), which will be in the form of a percentage of timber sales, are required to be submitted in a separate sealed envelope at the same time as submission of the Statements of Qualifications (SOQs). The SPOs will be considered only in the second step and only from those respondents who are determined to be qualified in the first step.

A contract may be awarded to the individual, entity, or firm, whose SOQ and SPO are 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 responsibilities of the Contractor required under the contract are also set forth herein.

Section 3 – Deadlines/Timeline

RFQ Issue Date:	August 18, 2017
Pre-Submission Site Visit:	August 28, 2017 10:30 a.m.
Deadline for Questions to MDMR:	August 29, 2017 10:00 a.m.
Posting of Written Answers to Questions:	August 30, 2017 10:00 a.m.
SOQ and SPO Submission Deadline:	September 6, 2017 10:00 a.m.

Section 4 – Pre-Submission Site Visit

An optional pre-bid site conference will be held at the Indian Point tract located at 1700-2376 Indian Point Parkway, Gautier, MS 39553, on **August 28, 2017 10:30 a.m.** See [Attachment G](#) for directions to the site. All respondents are strongly encouraged to attend. Failure to visit the site will in no way relieve the successful respondent from furnishing any materials or performing any work required to complete work in accordance with the scope of work without additional cost to the MDMR. This will be the only opportunity for respondents to visit the Indian Point tract to view the site. There will be no unscheduled site visits allowed.

Section 5 – Scope of Work

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

1. The Contractor must be a Registered Forester in Mississippi.
2. The Contractor will assist with the evaluation, preparation, and sale of selectively cut timber from the Indian Point tract within the Pascagoula River Coastal Preserve.
3. The Contractor will select three (3) of the most qualified logging companies to selectively thin and remove timber in the areas listed in Section 2 – Purpose. The Contractor will then present the three most qualified logging firms to MDMR, along with each firm's price per ton or fee for the requested services. The MDMR and Contractor will mutually agree upon the most qualified and best logging company.
4. The Contractor will then subcontract with the selected logging company to perform the work stated herein.

5. The Contractor will supervise all logging activities of the subcontractor for the duration of the project.
6. The Contractor will ensure the subcontractor selects the most suitable areas of the Indian Point tract to be selectively thinned to a density of 40-60 ft² of basal area per acre to promote understory development and manage the stand as longleaf pine flatwood habitat.
7. The Contractor will ensure that no longleaf pine is harvested during operations and that selective thinning only consists of loblolly and slash pine timber. Harvesting must be planned to minimize negative impacts to the area while the soils are saturated or are flooded by rain and/or similar weather events.
8. The Contractor will prepare the timber for market, advertise the sale, oversee the logging operation, and maintain records of the operation.
9. The Contractor's fee based upon the quoted percentage must include all labor, materials, transportation and any other costs necessary to successfully complete the project, including the amount charged by the subcontractor.
10. The Contractor will submit an activity report after each completed phase of the project. Each phase is described and will be completed as follows:
 - Phase One; The Contractor will create and submit an inventory report of all timber resources to be harvested.
 - Phase Two; The Contractor will create and submit a log of all timber marked for timber stand thinning.
 - Phase Three; The Contractor will create and submit a bi-weekly summary of logging activities including timber harvested, trip logs and payment information using the best management practices.
 - Phase Four; The Contractor will submit a final report before the expiration date of the contract. See Section 21 for details on final report requirements.
11. All activity reports must be submitted to the Procurement Department at Procurement@dmr.ms.gov. Failure to submit reports to the Procurement Department will result in a delay of payment.

Section 6 – Contractor Responsibilities

1. The Contractor shall be responsible for the Scope of Work listed in Section 5.
2. The Contractor shall take all necessary precautions and use best management practices to prevent the spread of invasive species resulting from timber harvesting activities.
3. The Contractor's estimation of inventory, supervision, preparation, and sale of harvested timber is limited to the approved areas to be thinned only and not for any subsequent site preparation following the timber harvest.

4. All equipment used shall be in good repair and operating condition at all times. 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.
5. The Contractor must limit activity and travel to pre-existing roads and paths, when possible, and will be responsible for any repairs, replacements, or restoration to original condition on all property damaged as a result of any activity by the Contractor or subcontractor, to the satisfaction of the MDMR. This includes, but is not limited to, soil grade disturbance resulting from heavy equipment/stump removal, pavement surface, unimproved roadways, turf areas, man-made structures, and equipment.
6. The Contractor shall be responsible for immediate work stoppage and clean-up operation in the event of any spill of contaminants or other hazardous material. The Contractor shall report any such incident to the MDMR immediately.
7. 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 canal, or any such area where it is not desirable. No tree should be cut and left standing if it could fall into a waterbody, road, or adjacent property at a later date.
8. **The Contractor will be responsible for payment of the logging subcontractor and any other subcontractors, as well as payment for all equipment and materials purchased or leased for the project.**

Section 7 – Minimum Qualifications and Requirements

The SOQ must contain the following information:

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

1. Certifications – Respondent must be registered with the Mississippi Board of Registered Foresters (<http://www.cfr.msstate.edu/borf/>) and in good standing at the time of the SOQ submission. Respondent's License/Certification must be submitted with the SOQ.
2. Experience – Respondent must have experience in the following areas:
 - Selling timber for institutions and governmental entities;
 - Managing timber sales for areas exceeding 100 acres; and,

- Selective thinning for habitat restoration, preferably in longleaf pine flatwood and/or savannah habitat.
3. Respondent must provide a minimum of three (3) past projects of comparable scope and complexity to the project for which this RFQ is issued. For **each** project Respondent must give the project name, location, date completed, timeframe for completion, client contact (customer), scope of work, summary of methods used (including biosecurity protocol), and the approximate size of the area of the project.
 4. Respondent must submit a resume which outlines Respondent's technical training and education, general experience, and specific experience in providing the required services.
 5. Other Requirements – Respondent must have a biosecurity protocol as part of their standard operating procedure or must be willing and able to adhere to MDMR's protocol.

Section 8 – 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
Workers' Compensation (as required by Mississippi law)	
Accident (Per Occurrence)	\$100,000
Disease-Policy Limit	\$500,000
Disease-Per Employee	\$100,000
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

Section 9 – Selection Process

This RFQ will utilize a multi-step sealed qualification process. Sealed Pricing Offers (SPOs), which are required to be submitted in a separate sealed envelope at the same time as submission of the Statements of Qualifications (SOQs), will be considered only in the second step and only from those respondents who are determined to be qualified in the first step.

Step One

During the first step of the process, each SOQ which was completely and timely submitted will be evaluated by a selection committee appointed by the Executive Director or his designee. The committee will classify SOQ packets as acceptable, potentially acceptable, or unacceptable. The SOQ of any respondent not meeting the minimum qualifications set forth above will be deemed “unacceptable” and the respondent will be so notified in writing by the MDMR.

The MDMR Procurement Staff will call the contact person for each of the three (3) past projects for references. The MDMR Procurement Staff must be able to reach all contact persons within 48 hours of the submission deadline. See [Attachment F](#): Reference/Past Experience Score Sheet Example.

The SOQs of respondents meeting the minimum qualifications set forth above will then be scored by the committee using the criteria and the level of importance (weight) associated with each criterion listed below. For each SOQ, the committee will rate each criterion from 0 to 100 and then multiply the score by the weighted percentage for that criterion. The weighted scores for all criteria will be totaled to determine the Step One score for each respondent.

Evaluation Criteria

The criteria to be evaluated and the relative weight for each are:

1. A record of past performance of similar work, such as capability to perform services within a relevant deadline, control of costs, quality of work and ability to meet schedules and deadlines as reflected by the references from the three (3) past projects. (25 points)
2. A record of past performance of similar work as reflected by the prior projects listed on [Attachment A](#), SOQ Cover Sheet. (30 points)
3. Respondent's ability to provide the required services as reflected/evidenced by qualifications including technical training and education, general experience, specific experience in providing the required services, and the qualification and abilities of personnel proposed to be assigned

to perform the services. This includes the ability of the respondent to recommend best practices and to provide a work product that is equal to or exceeds industry standards. (25 points)

4. The personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made available at the time of contracting. (10 points)

Total possible Step One score: 90 points

Step Two

After the completion of Step One, the SPO for each respondent determined to be qualified will be opened by the Procurement Director. The weight for pricing will be up to 10 points. The lowest quoted percentage will be divided by each remaining quoted percentage to calculate a ratio. This ratio will be multiplied by the maximum number (10) of pricing points. In other words, the respondent with the lowest quoted percentage will receive a score of 10 points; the remaining respondents' scores will be pro-rated against the lowest percentage and receive the resulting points.

The Procurement Director will then add the pricing points for each respondent to the respondent's total score from Step One for the total combined score. The highest possible total combined score, including price is 100. The Procurement Director will rank the respondents from highest-to-lowest based upon each respondent's total combined score. The highest scoring respondent will be selected as the successful respondent, subject to the approval of the MDMR Executive Director.

Section 10 – MDMR Contact and Questions/Requests for Clarification

All questions and requests for clarification must be submitted in writing, via email to: **Erin Gallagher** at procurement@dmr.ms.gov. Contact with anyone other than the Procurement Staff regarding this RFQ may result in respondent disqualification.

All questions/requests for clarification must be received no later than August 29, 2017 at 10:00 a.m. All questions/requests for clarification and the answers thereto will be published on the MDMR website <http://dmr.ms.gov> and the MAGIC Portal at https://www.ms.gov/dfa/contract_bid_search/Bid for all respondents to view by **August 30, 2017 at 10:00 a.m.**

The MDMR will not be bound by any verbal or written information that is not specified within this RFQ unless formally noticed and issued by the contact person.

Section 11 – Amendments to this RFQ

Should an amendment or amendments to this RFQ be issued by MDMR, it will be posted on the MDMR website (<http://www.dmr.ms.gov>) and on the Mississippi Contract/Procurement Opportunity Search Board (Procurement Portal) website (https://www.ms.gov/dfa/contract_bid_search/Bid) for all respondents to view. **Furthermore, respondents must acknowledge receipt of any amendment to this RFQ by identifying the amendment number and date in the space provided for this purpose on the SOQ Cover Sheet, or by letter.** The acknowledgment must be received by the MDMR by the time and at the place specified for receipt of SOQs. It is the respondent's sole responsibility to monitor the website for amendments to the RFQ.

Section 12 – SOQ/SPO Submission Instructions

The respondent must submit the SOQ/SPO by paper submission via mail or hand delivery to MDMR as outlined below:

Paper Submission Requirements

The SOQ and SPO must be sealed separately and must contain the following:

- The [SOQ](#) and the [SPO](#) must be signed and submitted in separate sealed envelopes. Both sealed envelopes may be placed in a single package or they may be submitted separately. They must be submitted to Erin Gallagher, 6th floor, 1141 Bayview Avenue, Biloxi MS 39530 no later than **September 6, 2017 at 10:00 a.m.**
- The Respondent must submit one (1) original and five (5) copies of the SOQ, and one (1) hard copy of the original SPO. **No spiral bound copies will be accepted.**
- Timely submission is the responsibility of the respondent. Submissions received after the specified time will be rejected and must be maintained in the procurement file.
- The envelopes and package (if the separate sealed envelopes are placed in a single package) must be marked with the SOQ opening date and time, and the number of the SOQ as provided below.
- The time and date of receipt will be indicated on the envelope or 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 SOQs and SPOs submitted by hand delivery or mail will become the property of the MDMR.
- Sealed Statement of Qualifications should be mailed or hand delivered to and labeled as follows:

“FORESTRY HABITAT RESTORATION CONSULTANT”

RFx No. 3140000990

Smart No. 1450-17-R-RFQI-00030

Submission Deadline: **September 6, 2017 at 10:00 a.m.**

Mississippi Department of Marine Resources

Procurement Department, 6th Floor

Attention: Erin Gallagher

1141 Bayview Avenue

Biloxi MS 39530

SEALED SOQ – DO NOT OPEN

- Sealed Pricing Offers should be mailed or hand delivered to and labeled as follows:

“FORESTRY HABITAT RESTORATION CONSULTANT”

RFx No. 3140000990

Smart No. 1450-17-R-RFQI-00030

Submission Deadline: **September 6, 2017 at 10:00 a.m.**

Mississippi Department of Marine Resources

Procurement Department, 6th Floor

Attention: Erin Gallagher

1141 Bayview Avenue

Biloxi MS 39530

SEALED SPO – DO NOT OPEN

The **deadline** for receiving [SOQs](#) and [SPOs](#) is **September 6, 2017 at 10:00 a.m.** Late submissions will not be accepted and will be maintained unopened in the procurement file.

Section 13 – Requirements for Statement of Qualifications

All SOQs must include the following:

- [Attachment C](#) – **SOQ Cover Sheet**, completed, signed, and including all requested attachments.

Each page of the SOQ and all attachments must be identified with the name of the respondent. Modifications or additions to any portion of [Attachment C](#) may be cause for rejection of the SOQ.

The MDMR reserves the right to select any responsive Statement of Qualifications, pursuant to the evaluation criteria contained herein, to reject all SOQs not meeting minimum requirements, and to exercise its discretion and apply its judgment with respect to any SOQ submitted. The MDMR reserves the right to decide, on a case-by-case basis, whether to reject an SOQ with modifications or additions as nonresponsive. As a precondition to SOQ acceptance, the MDMR may request the respondent to withdraw or modify any portion of the SOQ deemed nonresponsive that does not affect quality, quantity, price, or delivery of the service. Any respondent claiming that its SOQ 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 respondent 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 – Requirements for Sealed Pricing Offers

All [SPOs](#) must include the following:

- [Attachment D](#) – **Sealed Pricing Offer**, completed and signed.

Modifications or additions to any portion of [Attachment D](#) may be cause for rejection of the SPO.

The percentage of timber sales quoted in the SPO must include all labor, materials, transportation, and any other costs necessary to successfully complete the project.

Section 15 – Conditions of Solicitation

The release of this RFQ 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 SOQ/SPO, all respondents should note:

- The MDMR will not be liable for any costs associated with the preparation of the SOQ/SPO;
- The award of a contract pursuant to this RFQ is contingent upon the favorable evaluation of the SOQ/SPO; and,
- The contracted party will be required to assume full responsibility for all specified services and may not subcontract any part of the services, other than those approved in the Scope of Work, without the express written consent of the MDMR. However, this does not apply to the sub-

contractors disclosed in the respondent's SOQ. The respondent may include proposed sub-contractors in the SOQ with the understanding that the addition of any other subcontractors than those expressly cited in the SOQ are subject to the express written approval of the MDMR.

- By submitting a SOQ, the respondent certifies that he is not currently debarred from responding to solicitations issued by any political subdivision or agency of the State of Mississippi or Federal government, and that he is not an agent of a person or entity that is currently debarred from responding to solicitations issued by any political subdivision or agency of the State of Mississippi.
- By submitting a SOQ, the respondent certifies that he is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that he will do so within ten (10) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

Section 16 – Notification of Successful Respondent

Notification will be sent to all respondents by email of the selection of the successful respondent. We will also post the selection of the successful respondent on our website at www.dmr.ms.gov. **Work is expected to begin within 15 calendar days of receipt of a fully executed contract.**

Section 17 – Protests and Debriefing

Protests. If you are an actual respondent or contractor and feel aggrieved by this RFQ or the outcome, then you may file a protest with the Executive Director of the MDMR. The protest must be in writing and explain the specific reasons that you are protesting. The protest must be filed within five (5) business days after you know, or should have known, the facts giving rise to your protest. Late protests will not be considered.

Post Award Vendor Debriefing. Pursuant to PSCRB Rules and Regulations Section 7-114, the vendor may request a post-award debriefing, in writing, by U. S. mail or electronic submission. The request must be made within three (3) business days of notification of the contract award. A debriefing is a meeting and not a hearing. Therefore, legal representation is not required. Should the vendor prefer to have legal representation present, the vendor must notify the MDMR and identify the attorney. The MDMR shall be allowed to schedule and/or suspend and reschedule the debriefing at a time when a representative from the Office of the Mississippi Attorney General's office can be present. For additional information regarding the process and procedure for the Post-Award Vendor Debriefing, please refer to the PSCRB Rules and Regulations that may be found at www.mspb.ms.gov.

Section 18 – 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 19 – Term of Contract

If a contract is awarded, the start date for the contract will be the date the contract is signed by the selected respondent and the Executive Director of the MDMR. The end date is one (1) year, or 365 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 this solicitation and the resulting contract, if any, may be subject to the approval of the Personal Service Contract Review Board (PSCRB), if the cumulative amount of the contract exceeds PSCRB thresholds.

Section 20 – Consideration and Payment

Consideration. If a contract is awarded, as consideration for the performance of the contract, the MDMR will pay the Contractor a percentage of the proceeds from the sale of the timber.

Payment. The MDMR makes payments within 45 days of receipt of a correct and approved invoice. Under no circumstances will total payment for the entire project exceed \$75,000. Total contract amount will be dependent upon MDMR's acceptance of Contractor's offered percentage rate and the total proceeds from the sale of the timber. Under no circumstances will payment be made for services performed before the execution or after expiration of the contract.

How Payments Are Made. The MDMR makes payments electronically through the State's Accounting System. Payments are deposited into the Contractor's chosen bank account. The MDMR may require the Contractor to electronically submit invoices and supporting documentation. The MDMR is exempt from paying taxes.

The Contractor will be required to electronically register in Mississippi's Accountability System for Government Information and Collaboration (MAGIC).

The Contractor will be required to submit progress reports, and invoicing for work completed, at a mutually agreed upon frequency. All reports and reimbursement requests must be sent to

Procurement@dmr.ms.gov, Attention: Erin Gallagher. Reimbursement requests must include the following:

- A. Summary page including the time period for which the work is being invoiced, the contract number, purchase order number, and project name;
- B. Detailed invoice for the total amount being requested for reimbursement; and,
- C. If applicable, supporting documentation for each charge including, but not limited to, personnel name, title and hourly rate, invoice from any subcontractor and material supplier, and proof of payment (e.g. cancelled check and payment register from accounting system).
- D. Please note that Contractor must provide such supporting documentation to show proof that the logging firm subcontractor has been paid.

A final report summarizing work performed will be due at the completion of work, prior to the expiration of the contract. This report is required before final payment on the project can be made.

Section 21 – Reporting Requirements

Activity Reports. If a contract is awarded, invoices for work performed must be accompanied by reports of all work performed. All activity reports must be submitted to the Procurement Department at Procurement@dmr.ms.gov. Failure to submit reports to the Procurement Department will result in a delay of payment

The reporting requirements are detailed in Section – 5 Scope of Work, Subsection 10 (Phase One through Phase Four).

A final report summarizing work performed will be due at the completion of work, prior to the expiration date of the contract. The final report should include any problems encountered and remedial actions taken to resolve them. This report is required before final payment on the project can be made. The final report must include a fully executed copy of substantial completion, or other mutually agreed upon documentation.

Section 22 – Relationship of Parties

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

- The Contractor 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 Contractor will be paid as a gross sum with no withholdings or deductions being made by MDMR for any purpose.

Section 23 – Contract Administration

The contract awarded, if any, subsequent to this solicitation shall be administered by the MDMR.

Section 24 – Compensation and Funding Source

Compensation. Compensation for services will be in the form of a percentage rate of timber sales. The Contractor understands and agrees that MDMR is exempt from the payment of taxes.

Funding Source. The funding for this project is generated from the Special Coastal Preserves Program.

Section 25 – Equal Opportunity Statement

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

Section 26 – Attachments

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

[Attachment A](#): Map of Indian Point Tract

[Attachment B](#): Maps of Wachovia, Delisle, Bells Ferry, and Beckendorf

[Attachment C](#): SOQ Cover Sheet

[Attachment D](#): Sealed Pricing Offer

[Attachment E](#): Contract Clauses

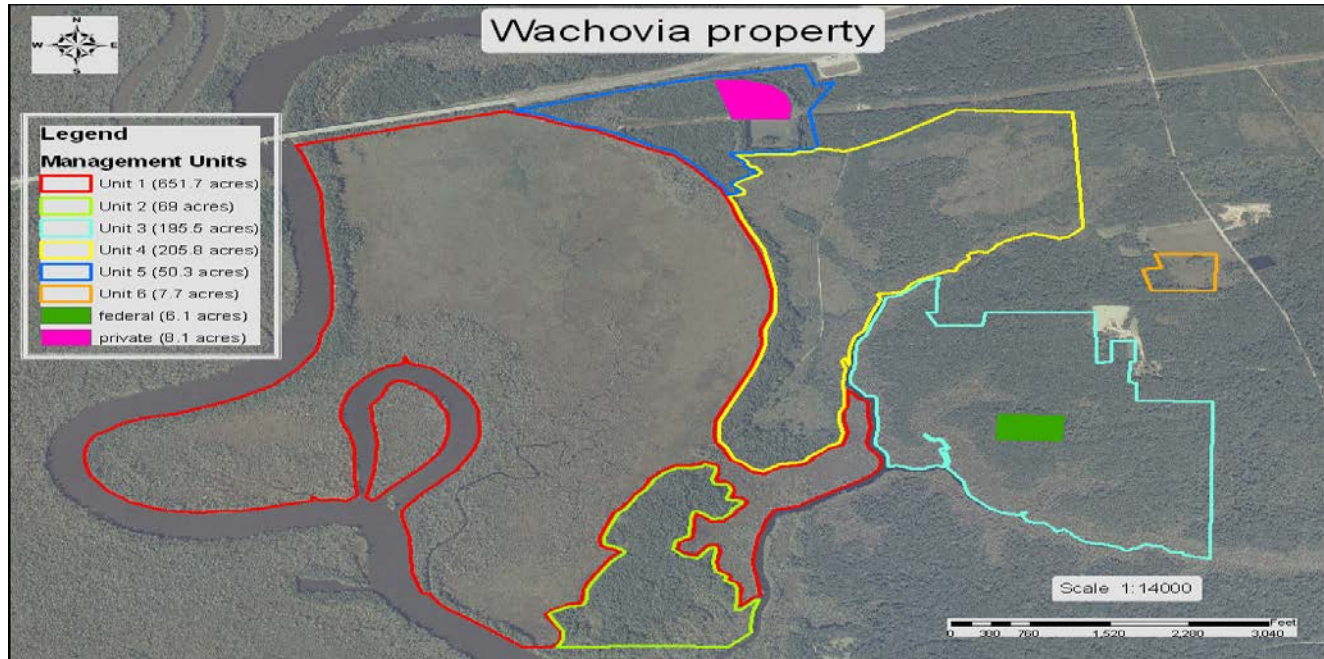
[Attachment F](#): Reference/Past Experience Score Sheet

[Attachment G](#): Direction to Location of Site Visit

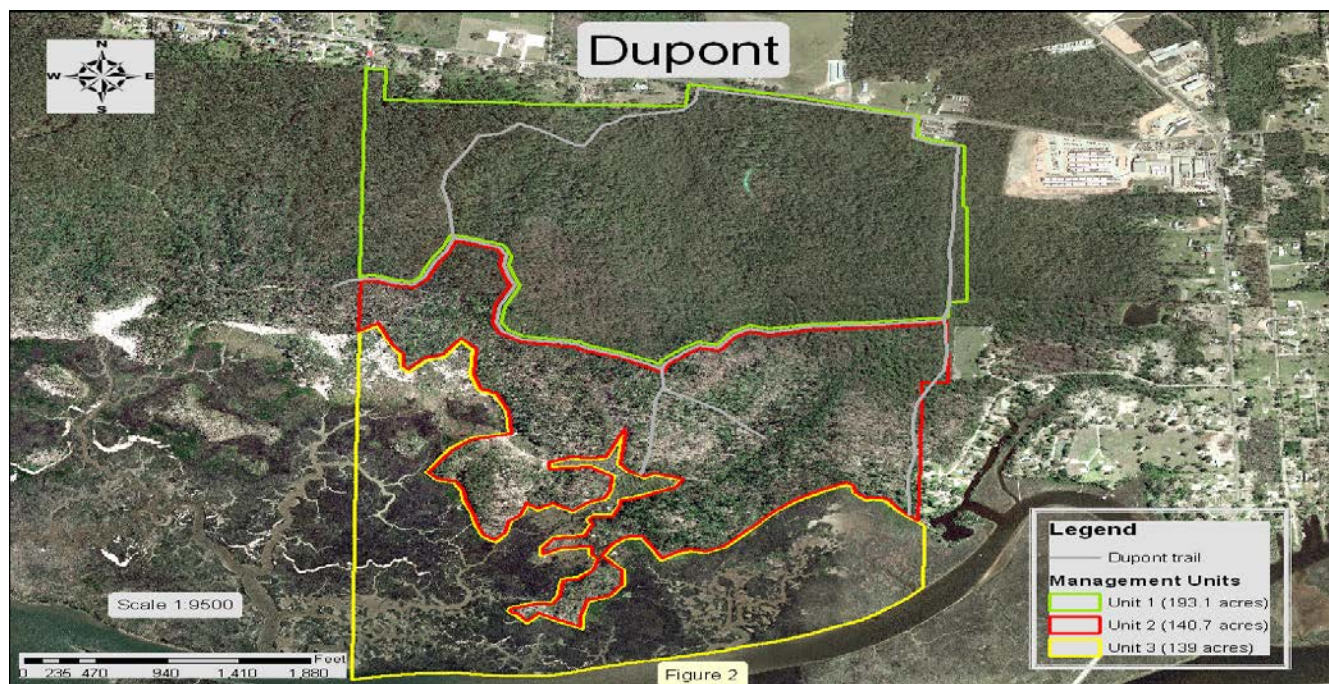
Attachment A: Map of Indian Point Tract Proximity and Boundaries



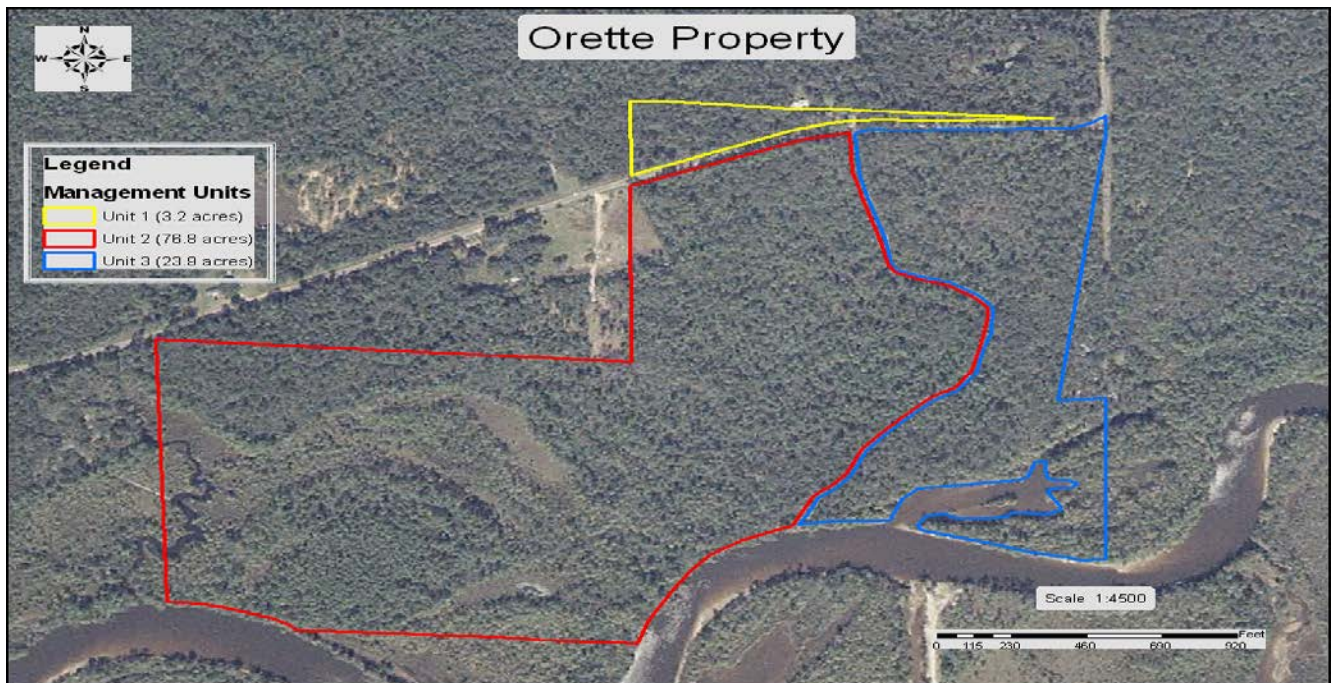
Attachment B: Maps of Wachovia, Delisle, Bells Ferry and Beckendorf



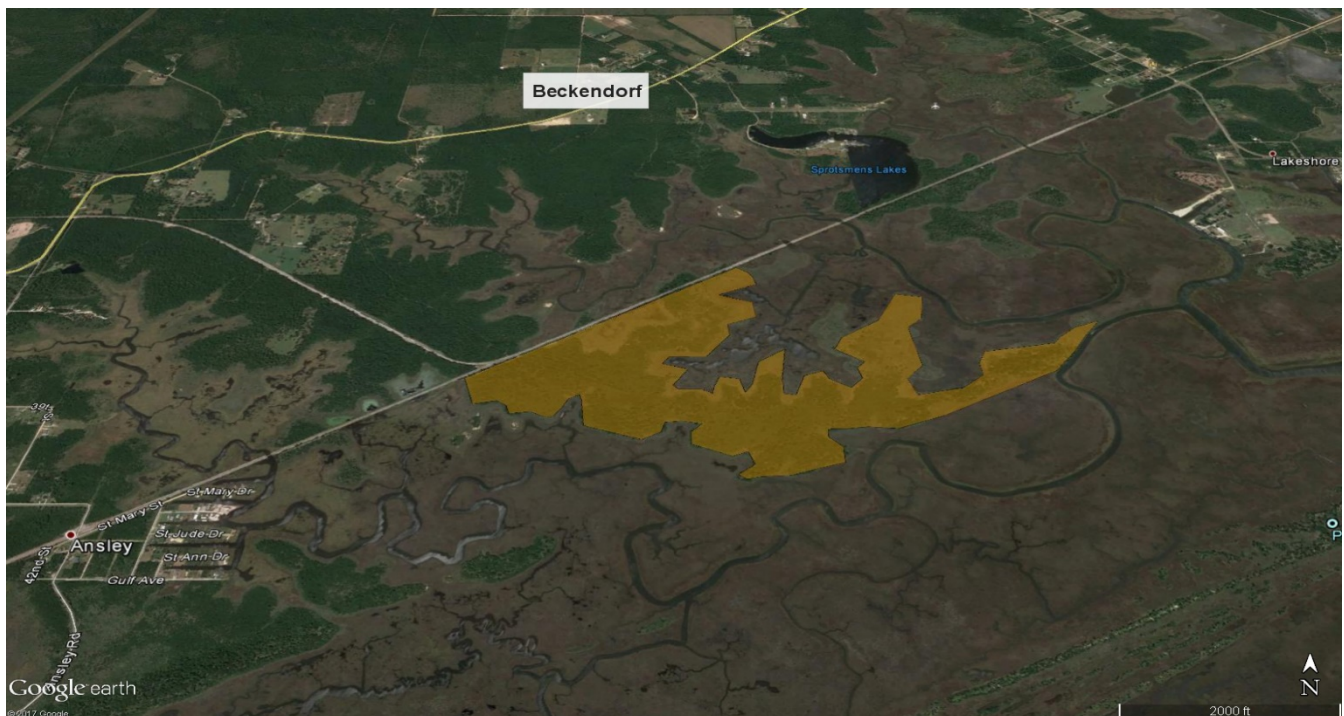
Delisle



Bells Ferry



Beckendorf



Attachment C: SOQ Cover Sheet

Please complete and sign this sheet to include with your SOQ. You may use supplemental pages, if necessary.

Vendor's 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:

This is to certify that the respondent submitting this SOQ has been in business since:

Date

Average number of employees over the last three hundred sixty-five (365) days: _____

Prior Projects of Comparable Scope and Complexity:

Please list **a minimum of three (3) prior projects** of comparable scope, size and complexity to the project for which this RFQ is issued. You must list at least three prior projects. For **each** project give the project name, location, date completed, timeframe for completion, client contact (customer), summary of scope of work and methods used, and the approximate size of the area of the project

You may use supplemental sheets to discuss the scope of the prior projects and to list additional projects. You must provide **current contact information** for the client contacts (customers), as MDMR **must be able to contact** the client contacts for references within 48 hours of the SOQ/SPO submission deadline. MDMR will attempt to reach the client contacts in the order they are listed by the Respondent in the SOQ. After three (3) Reference Score Sheets are completed, MDMR Staff will stop the reference check process.

Again, you are encouraged to list more than three prior projects; however, MDMR will only obtain three (3) client contact references.

Project #1:

Project Name: _____

Date Completed: _____

Summary of Scope of Work and Methods Used:

Location: _____

Timeframe for Completion: _____

Approximate Size of the Area of the Project: _____

Client Contact Name (customer): _____

Telephone: _____

Email: _____

Job Title: _____

Project #2:

Project Name: _____

Date Completed: _____

Summary of Scope of Work and Methods Used:

Location: _____

Timeframe for Completion: _____

Approximate Size of the Area of the Project: _____

Client Contact Name(customer): _____

Telephone: _____

Email: _____

Job Title: _____

Project #3:

Project Name: _____

Date Completed: _____

Summary of the Scope of Work and Methods used:

Location: _____

Timeframe for Completion: _____

Approximate Size of the Area of the Project: _____

Client Contact Name(customer): _____

Telephone: _____

Email: _____

Job Title: _____

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.

Certificate of Good Standing:

If respondent 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.

Additional Questions:

With regard to the Scope of Services and Contractor's Responsibilities in this RFQ (hereinafter "Project"), please answer the following questions (you may use supplemental sheets, if necessary):

1. What personnel do you anticipate needing to successfully complete the Project?

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

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

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

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

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

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

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

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

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 Personal Service Contract Review Board Rules and Regulations* which may be found at <http://www.mspb.ms.gov>.
3. **Conflicts of Interest.** Persons or entities submitting a SOQ in response to this RFQ must disclose any actual, apparent, direct or indirect, or potential conflict of interest that may exist with respect to the person or entity, or management or employees of the person or entity, or other persons relative to the person or entity, with the State of Mississippi, the Mississippi Department of Marine Resources, and/or its current and former employees. Please list any known conflicts below:

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

5. **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.
6. You certify that you will enter into a contract with MDMR and provide the services solicited in this RFQ if you are the successful respondent.
7. That you have thoroughly read and understand the RFQ and Attachments, and that you agree to all provisions of the RFQ and Attachments including, but not limited to the clauses contained in [Attachment E](#) which will be included in any contract resulting from this RFQ.

Please accept this as my/our Statement of Qualifications pursuant to RFx No. 3140000990/Smart No. 1450-17-R-RFQI-00030 issued by the MDMR on August 18, 2017.

Signed by: _____

Title: _____

Date: _____

Attachment D: Sealed Pricing Offer

Please complete and sign this sheet and submit in a sealed envelope (separate from your sealed Statement of Qualifications).

My percentage rate for completion of the scope of work and deliverables contained in MDMR's Request for Qualifications, Forestry Habitat Restoration Consultant, RFx No. 3140000990, Smart No. 1450-17-R-RFQI-00030 is _____ percent of the total timber sales.

By signing below, you certify the following:

1. That you have thoroughly read and understand the RFQ and Attachments, and that you agree to all provisions of the RFQ and Attachments including, but not limited to the clauses contained in [Attachment E](#) which will be included in any contract resulting from this RFQ;
2. If signing 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 percentage rate quoted above;
4. That, to the best of your knowledge and belief, the percentage rate 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;
6. That the percentage rate 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 percentage rate; and,
- 7. That you will be responsible for payment of the logging subcontractor and any other subcontractors, as well as payment for all equipment and materials purchased or leased for the project from the percentage rate quoted above.**

Please accept this as my/our Sealed Pricing Offer pursuant to RFx No. 3140000990/Smart No. 1450-17-R-RFQI-00030 issued by the MDMR on August 18, 2017.

Signed by: _____

Title: _____

Date: _____

Attachment E: Contract Clauses

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

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’ 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.

Compliance with Laws

Contractor understand 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 his 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.

Certifications

Representation Regarding Gratuities. The Contractor represents that he has not violated, is not violating, and promises that he will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

Representation Regarding Contingent Fees. The Contractor represents that he has not retained a person to solicit or secure a State contract, including this State contract, upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

Environment. The Contractor must comply with all standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

Lobbying. The Contractor certifies that he has not, and will not, use Federal appropriated funds to pay any person or organization to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by the Byrd Anti-Lobbying

Amendment (31 U.S.C. 1352). The Independent Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. This clause must be included in any sub-contracts or sub-grants made by the Independent Contractor.

The Contractor warrants:

That entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind;

Notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect his ability to perform its obligations under this contract; and,

That he is qualified to perform the scope of services of this contract and is authorized to do business in the State of Mississippi to the extent required by Mississippi law.

Confidentiality

The Contractor must not, either during the term of the contract or at any time thereafter, directly or indirectly, use or disclose to any person any confidential information provided; however, that nothing in this section precludes the Contractor from disclosing or using Confidential Information if:

- A. The Confidential Information is available to the public or in the public domain at the time of such disclosure or use;
- B. Disclosure of the Confidential Information is required to be made by any law, regulation, governmental authority or court; or,
- C. The Confidential Information was received by the Contractor after termination of the service period from a third party that had a lawful right to disclose it to the Contractor.

Contractor must not disclose or discuss the contents of any personnel file except to MDMR personnel that are authorized to receive and review such information.

Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* (1972, as amended) and Miss. Code Ann. § 79-23-1 (a972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. §§ 27-104-151 *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required to be kept confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted. In the event the MDMR receives a public records request for documents containing information identified by the Contractor as trade secrets or proprietary information, the MDMR will notify the Contractor who will be given a

reasonable time to obtain a court order protecting the information. *See* Mississippi Code Annotated § 25-61-9(1).

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.

Severability

Each provision of this contract must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Contract will remain in full effect.

Changes

This contract shall not be modified, altered, or changed except by the mutual agreement by an authorized representative of each party to this contract and must be confirmed in writing through the MDMR.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this agreement. All modifications to this contract must be made in writing by the MDMR.

Applicable Law

This contract shall be governed by and construed in accordance with laws of the State of Mississippi, excluding its conflicts 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.

Procurement Regulations

The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 Capitol Street, Jackson, Mississippi, for inspection, or downloadable at www.mspb.ms.gov.

Acknowledgement

The Contractor acknowledges that he:

- A. Has had sufficient time to review and consider the contract thoroughly;
- B. Has read and understands the terms and scope of this contract and his obligations hereunder; and,
- C. Has been given an opportunity to obtain independent legal advice, or such other advice as he may desire concerning the interpretation and effect of this contract.

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.

E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The MDMR 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 MDMR within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

E-Verification

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Miss. Code Ann. § 71-11-1 *et seq.*) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program. Contractor agrees to maintain records of each such compliance and, upon request of the MDMR, to provide a copy of each such verification to the MDMR.

Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this contract 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; (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or government entity for the right to do business in Mississippi for up to one (1) year; or, (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the MDMR due to contract cancellation or loss of license or permit.

Stop Work Order

Order to Stop Work

The MDMR, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all work or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause.

Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the MDMR shall either:

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

Cancellation or Expiration of the Order

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

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

Termination of Stopped Work

If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

Termination for Convenience Clause

Termination. The Agency Head or designee may, when the interest 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.

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 for Default Clause

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 designed 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.

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.

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.

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.

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.)

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.

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 Upon Bankruptcy

This contract may be terminated in whole or in part by the 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 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.

Additional terms and clauses

Approval

It is understood that this contract requires approval by the Personal Service Contract Review Board. If this contract is not approved, 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 unreasonable 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.

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 PSCRB, 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: Erin Gallagher, Procurement Director

Mississippi Department of Marine Resources

1141 Bayview Avenue

Biloxi MS 39530

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 or any duly authorized representatives, shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the Contract 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 Contract is commenced before the end of the five (5) 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 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 F: Reference/Past Experience Score Sheet

RFx No. 3140000990 Smart No. 1450-17-R-RFQI-00030

TO BE COMPLETED BY MDMR STAFF ONLY

Respondent 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 Respondent to others for future projects?	Yes	No
Did the Respondent meet all relevant deadlines for the Project?	Yes	No
Did the Respondent successfully complete all required deliverables?	Yes	No
Did the Respondent complete the project for the agreed upon budget?	Yes	No
Was the Respondent able to obtain the appropriate equipment required to complete the project?	Yes	No
Did the Respondent possess, maintain, and utilize adequate personnel to successfully complete the work within the specified timeframes, and to ensure quality of the work?	Yes	No

Each “yes” is one point; each “no” is zero points. The References will be used as part of determining Responsibility of the Contractor. The Reference scoring will be on a Pass/Fail basis. The Contractor must receive at least 18 out of 21 possible points for the Reference Score to be considered “Pass”. Any Contractor receiving less than the minimum required number of points from the Reference check may be subject to rejection of SOQ/SPO on the basis of non-responsibility.

Called By: _____

Signature: _____

Title: _____

Date and Time: _____

Notes: _____

Attachment G - Directions to Location of Site Visit



Site Visit will take place at the Kiosk, at the Indian Point Unit of the Pascagoula River Coastal Preserve. We will meet in the parking area of the Kiosk, where all attendees will sign-in, and the site visit will take place shortly after.

- From I-10 take 61, heading South
- Continue on to Gautier Vancleave Road
- Drive to Indian Point Parkway (1700-2376 Indian Point Parkway, Gautier, MS 39553)