

REQUEST FOR PROPOSALS

Comprehensive Ecological Risk Assessment and Land Use Management Planning

RFx No. 3120000986

Smart No. 1450-17-R-RFPR-00001



ENHANCE ★ PROTECT ★ CONSERVE

Contact: Erin Gallagher procurement@dmr.ms.gov

Mississippi Department of Marine Resources

1141 Bayview Avenue

Biloxi, Mississippi 39530

Table of Contents

<i>Section 1 - Introduction.....</i>	<i>3</i>
<i>Section 2 - Purpose</i>	<i>3</i>
<i>Section 3 - Deadlines/Timeline</i>	<i>4</i>
<i>Section 4 - MDMR Contact Person, Pre-proposal Conference, and Questions/Requests for Clarification</i>	<i>4</i>
<i>Section 5 - Scope of Work and Deliverables</i>	<i>5</i>
<i>Section 6 - Insurance and Bond Requirements</i>	<i>7</i>
<i>Section 7 – Proposal Requirements</i>	<i>7</i>
<i>Section 8 – Proposal Format</i>	<i>8</i>
<i>Section 9 – Evaluation Criteria.....</i>	<i>9</i>
<i>Section 10 – Selection Process.....</i>	<i>10</i>
<i>Section 12 – Term and Type of Contract.....</i>	<i>11</i>
<i>Section 13 - How to Submit a Proposal</i>	<i>11</i>
<i>Section 14 - Amendments to this RFP</i>	<i>13</i>
<i>Section 15 - Conditions of Solicitation.....</i>	<i>13</i>
<i>Section 16 – Proprietary Information</i>	<i>14</i>
<i>Section 17 – Protests and Debriefing.....</i>	<i>14</i>
<i>Section 18 - Governing Law.....</i>	<i>15</i>
<i>Section 19 - Relationship of Parties.....</i>	<i>15</i>
<i>Section 20 - Contract Administration.....</i>	<i>15</i>
<i>Section 21 – Equal Opportunity Statement</i>	<i>15</i>
<i>Section 23 - Attachments.....</i>	<i>15</i>
<i>Attachment A: Proposal Cover Sheet.....</i>	<i>17</i>
<i>Attachment B – Record of Past Performance of Similar Work</i>	<i>18</i>
<i>Attachment C – Personnel.....</i>	<i>19</i>
<i>Attachment D - Price Proposal</i>	<i>20</i>
<i>Attachment E: Certifications, Assurances and Amendments Form.....</i>	<i>21</i>
<i>Attachment F – Proposal Submission Checklist.....</i>	<i>22</i>
<i>Attachment G: Contract Clauses.....</i>	<i>23</i>
<i>Attachment I: Map of Coastal Preserves Properties.....</i>	<i>35</i>

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 created in 1992 to identify, acquire, protect and manage Mississippi coastal wetland habitats in Hancock, Harrison and Jackson Counties. Invasive species control throughout these natural areas can be challenging due to the coastal terrain but is essential to perpetuating native biodiversity and maintaining a healthy coastal economy.

The Coastal Preserves Program manages state-held lands for the conservation and preservation of their natural resources. Properties acquired and managed under the Program are held in permanent preservation and are maintained to the fullest extent possible in their natural state, while still open to the public. As the population of the Mississippi Gulf Coast grows and the natural areas in preservation are more widely marketed and used, managers must adopt strategies to ensure that the intent of preservation for the benefit of natural resources is supported and secured. A tool to support management of preservation areas under changing environmental and social conditions is the quantitative assessment of a site's vulnerability to natural and anthropogenic stressors. This assessment can serve as a signal to alert managers of action necessary to sustain the area's resources, visitor experiences, and management effectiveness.

Section 2 - Purpose

The MDMR is issuing a request for proposals (RFP) to establish a contract with an individual, entity, or firm for the implementation of a five-year project for assessing ecological vulnerability on 13 Coastal Preserves totaling 36,000 acres of preservation land (See [Attachment H: Map of Coastal Preserves Properties](#)).

The primary objective of this project is to inventory Coastal Preserves resources and develop an ecological risk assessment to support a quantitative process for management decision making. Once the inventory and assessment phase is complete, the contractor will combine the findings with current management documents to develop management plans for Coastal Preserves areas.

The assessment should include both environmental and human stressors. Examples of potential parameters for inventory include, but are not limited to, hydrologic alterations, surrounding development pressure, habitat loss, historic storm impacts, climate change/sea level rise considerations, and current public use (hunting, education, research), as well as preserve resources such as cultural sites, sensitive habitats, and species of special concern (threatened, endangered, invasive). The contractor will work closely with Coastal Preserves staff to finalize parameters for

inclusion in the ecological risk assessment. The contractor should have experience in ecological risk/vulnerability assessment and management plan development.

Section 3 - Deadlines/Timeline

RFP Issue Date:	February 15, 2017
Newspaper Publication Dates:	February 15, 2017 & February 22, 2017
Pre-proposal Conference (optional):	March 1, 2017 10:00 a.m. CST
Questions/Requests for Clarification Deadline:	March 2, 2017 4:00 p.m. CST
Posting of Written Answers to Questions:	March 3, 2017 4:00 p.m. CST
Proposal Submission Deadline:	March 14, 2017 10:00 a.m. CST

Section 4 - MDMR Contact Person, Pre-proposal Conference, and Questions/Requests for Clarification

The MDMR contact person for this solicitation is **Erin Gallagher, Procurement Director**, procurement@dmr.ms.gov. Contact with anyone other than the Procurement Director or Procurement Staff regarding this RFP may result in offeror disqualification. The MDMR will not be bound by any verbal or written information that is not specified within this RFP unless formally noticed and issued by the Procurement Director.

A Pre-proposal Conference will be held on March 1, 2017 at 10:00 a.m. at the Bolton Building Fifth Floor Conference Room located at 1141 Bayview Avenue, Biloxi, MS 39530. Attendance is optional; however, vendors interested in responding to this RFP are strongly urged to attend. The purpose of the conference is to allow potential offerors an opportunity to present questions to staff and obtain clarification of the requirements of the RFP documents.

All questions/requests for clarification must be received no later than March 2, 2017 at 4:00 p.m. CST. No additional questions or requests for clarifications will be allowed after this deadline.

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_proposal_search/Proposal for all vendors to view by **March 3, 2017 at 4:00 p.m. CST.**

Section 5 - Scope of Work and Deliverables

This project is divided into four phases. The scope of work and deliverables for the contract will include, but are not limited to, the following:

PHASE 1

Phase 1 takes place in the first year after the contract execution.

Phase 1 includes taking an inventory of identified Coastal Preserves assessment parameters and determining their sensitivity “rank”. This phase will include coordination with Preserves staff and other stakeholders. An initial planning session should include stakeholder groups familiar with the mission and lands of the Coastal Preserves Program to ensure that not only are ecological parameters considered, but cultural and social needs, as well.

Phase 1 Deliverables: (Not to Exceed \$50,000)

1. Preliminary meeting with Coastal Preserves staff to finalize parameters to be inventoried and method for assessing vulnerability (within 30 days of contract execution);
2. Development of plan to assess ecological risk to be approved by Coastal Preserves staff (within 90 days of contract execution);
3. Preliminary meeting with stakeholders to inform them of the project, process, and to gather pertinent information on public use desires and perception (within 120 days of contract execution); and,
4. Inventory and compile existing resource parameters, rank parameters for each Preserves site, and assess data gaps. When available, GIS maps of identified resources should be catalogued (on-going from contract execution).

COASTAL PRESERVE	OWNERSHIP ACRES
Hancock County Marshes Coastal Preserve	12072
Grand Bayou Coastal Preserve	73
Bayou LaCroix Coastal Preserve	117
Jourdan River Coastal Preserve	573
Cat Island Coastal Preserve	497
Wolf River Coastal Preserve	1429
Bayou Portage Coastal Preserve	133
Biloxi River Marshes Coastal Preserve	462
Deer Island Coastal Preserve	746
Old Fort Bayou Coastal Preserve	88
Graveline Bayou Coastal Preserve	792
Pascagoula River Coastal Preserve	14975
Grand Bay Savanna Coastal Preserve	4246
TOTAL	36203

PHASE 2

Phase 2 takes place during the second year after the contract execution.

Phase 2 includes assessing the sensitivity of the Preserves site through the development of a vulnerability index using Year One resource “rankings”.

Phase 2 Deliverables: (Not to Exceed \$50,000)

1. Perform ecological risk assessments outlined in Phase 1 plan (throughout Phase 2);
2. Draft ecological risk assessments and submit to Coastal Preserves staff (August 2018);
3. Incorporate Coastal Preserves staff recommendations and present project progress to stakeholder group from Phase 1 (November 2018); and,
4. Finalize assessment and recommendations and present to Coastal Preserves staff (December 2018).

PHASE 3

Phase 3 takes place during the third and fourth year after contract execution.

Phase 3 includes incorporating ecological risk assessment into the development of Coastal Preserves management/site use plans for all inventoried sites.

Phase 3 Deliverables: (Not to Exceed \$100,000)

1. Assessment results will be combined with current planning documents (including but not limited to invasive species management plan, prescribed fire management plans, acquisition plan) for the formation of Coastal Preserves-specific management plans;
2. Draft a management plan template and submit to Coastal Preserves staff (February 2019);
3. Finalize management plan template and submit for approval (March 2019); and,
4. Submit management plans for Coastal Preserves areas indicated on the above chart (see Phase 1). Areas without acreage will not have a management plan, but if possible a baseline assessment should be conducted.

PHASE 4

Phase 4 takes place during the fifth year after contract execution.

Phase 4 includes the development of recommendations and proposed regulations that reflect ecological risk assessment findings.

Phase 4 Deliverables: (Not to Exceed \$20,000)

1. Recommendations based on the findings of the assessment and management plan development will be presented at a stakeholder forum (April 2020); and,
2. Recommendations and public feedback will be translated into management actions necessary to ensure the intent of the Coastal Preserves Program is upheld. Draft submitted to Coastal Preserves staff (June 2020).

Section 6 - Insurance Requirements

Insurance Requirements. In order to enter into a contract with MDMR, you must meet minimum insurance protection requirements. You must provide evidence of your policies **within seven (7) 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 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 7 – Proposal Requirements

The offeror shall provide the following minimum information:

- The name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract;
- The age of the offeror's business and average number of employees over the previous twelve month period of time;
- The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
- A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken;
- A plan giving as much detail as is practical explaining how the services will be performed; and,
- Price Proposal which includes unit pricing and the total price.

Section 8 – Proposal Format

The proposal shall be in writing and shall consist of eight parts.

- **Part I: Proposal Cover Sheet** ([Attachment A](#)). This will serve as the cover page of the Offeror's proposal. The Offeror shall complete the form and attach it to the proposal in response to the RFP. The Proposal Cover Sheet ([Attachment A](#)) must be signed by an official authorized to bind the Offeror to the proposal provisions.
- **Part II: Offeror Profile.** The Offeror Profile must provide satisfactory evidence of the offeror's capability to manage and coordinate the types of activities required and to provide the services described in this RFP in a timely manner. Special attention should be given to the requirements listed in the [Section 7 - Proposal Requirements](#) of this RFP. The profile shall include a description of the offeror's background and relevant experience as related to the described activities. Offeror should include an inventory of facilities and equipment that will be available at the time of contracting. A description and details of the relevant experience shall be included. Offeror may include letters of recommendation from past and/or current customers.
- **Part III: Personnel Profile.** Offeror must provide information as to the qualifications and experience of all executive, managerial, legal and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person ([Attachment C](#)).
- **Part IV: Past Work Performance.** Offeror must provide the description of at least one (1) contract of similar size and scope. The description should include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. ([Attachment B](#))

- **Part V: Performance Plan.** Offeror must provide a detailed plan describing how the services will be performed to meet the requirements of the RFP. The proposal must be prepared and organized in a clear and concise manner that is easily understandable. The proposal shall address the tasks to be accomplished, processes to be undertaken to accomplish those tasks and a proposed timeline for completion.
- **Part VI: Price Proposal.** Offeror must include the price proposal and must encompass all requirements of this RFP ([Attachment D](#)). The price proposal should take into consideration all materials and labor costs, expenses, travel costs, and any other costs which Offeror will need to complete the services. The price proposal should be based upon unit pricing for each individual Phase listed in the scope of work. Mileage for work-related travel shall be calculated at the State rate, and the State per diem for work-related meals and lodging shall be used in calculating travel costs. Expenses incurred in performing the work will not be reimbursed separately outside of the rate schedule in the price proposal.
- **Part VII: Contract Terms and Conditions Agreement Form.** The offeror shall indicate agreement with the contract terms and conditions as set forth in [Attachment A](#). If the offeror objects to any of the terms and conditions, the offeror shall so state and shall indicate any revisions desired by the offeror. Please note that any revisions may be considered cause for rejection of the proposal.
- **Part VIII: Certifications, Assurances and Amendments Form** ([Attachment E](#)). Offeror must complete and attach to the proposal in response to the RFP.

Section 9 – Evaluation Criteria

The Evaluation Criteria and relative weight for each include:

- Plan for performing the required services (Up to 35 Points); Critical
- Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services (Up to 20 Points); Very Important
- Personnel, equipment, and facilities, to perform the services currently available or demonstrated to be made available at the time of contracting (Up to 15 Points); Important
- Record of past performance of similar work (Up to 10 Points); Important;

- **Price.** A ratio formula will be applied to determine the points awarded to each offeror. Points will be given based on the Offeror's total price for completing the project in relation to the lowest quoted price. (Up to 20 Points) Very Important

Section 10 – Selection Process

The Selection Process will consist of two steps:

Step One:

Proposals will be reviewed by the Procurement Staff to determine responsiveness to the RFP. Proposals that do not conform in all material respects with the minimum requirements of the RFP will be rejected immediately, receiving no further consideration. Any offeror that is deemed non-responsive will be notified immediately in writing.

Step Two:

Proposals that satisfactorily pass Step One will be reviewed and evaluated by a Selection Committee appointed by the MDMR Executive Director. Using the criteria listed in Section 9, the Committee will classify the proposals as acceptable, potentially acceptable (that is, reasonably susceptible of being made acceptable), or unacceptable. Any offeror whose proposal is classified as unacceptable will be notified immediately in writing, including the specific reason or reasons the proposal was declared unacceptable.

Discussions may be held with offerors whose proposals are classified as acceptable or potentially acceptable. Discussions, if held, will be to promote understanding of the State's requirements and the offerors' proposals and qualifications.

After discussions, if held, the Committee will score the proposals and select the proposal which best meets the needs of the MDMR and is found to be the most advantageous to the State of Mississippi taking into consideration price and the evaluation factors set forth in Section 9. The Committee will recommend its selection to the Executive Director.

Section 11 -Notification of Successful Offeror

Upon approval from the MDMR Executive Director, the successful offeror will be notified in writing of the agency's intent to award. Notification will be sent promptly to all offerors by mail and email of the selection of the successful offeror. We will also post the selection of the successful offeror on our website at www.dmr.ms.gov.

Section 12 – Term and Type of Contract

The start date for the contract is the date the contract is signed by the selected offeror and the Executive Director of the MDMR. **Work is expected to begin within fifteen (15) calendar days of receipt of a fully executed contract.** The contract will be a Multi-Term, Firm Fixed Price, contract. The contract will be for one (1) year with four (4) optional one-year renewals. 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 (per Phase), terms, and conditions as stated in the original contract, and shall be agreed to, in writing, by the MDMR and the contractor. The MDMR Procurement Officer will notify the contractor on a timely basis if the funds are or are not available for the continuation of the contract for each succeeding fiscal period. The contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period; however, this does not affect either the MDMR's rights or the contractor's rights under any termination clause in the contract.

Please note that this solicitation and the resulting contract, if any, and subsequent renewals, if any, are subject to the approval of the Personal Service Contract Review Board.

This project is being funded by a NOAA grant awarded to the MDMR, and funding is subject to availability. It is a five-year grant, however, funding is awarded yearly and is not guaranteed.

Section 13 - How to Submit a Proposal

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

Paper Submission Requirements (option)

The proposal must be sealed and must contain the following:

- The proposal must be signed and submitted in a sealed envelope. The proposal must be submitted to the MDMR Procurement Office, 1141 Bayview Avenue, Biloxi MS 39530 no later than **10:00 a.m. March 14, 2017.**
- **The Offeror must submit 1 original and 5 copies of the proposal.**
- Timely submission is the responsibility of the offeror. Submissions received after the specified time will be rejected and maintained unopened in the agency's procurement file.
- The proposal must be marked with the proposal opening date and time, and the number of the proposal 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 proposals submitted will become the property of the MDMR.
- Proposals should be mailed, shipped or hand delivered to and labeled as follows:

“Comprehensive Ecological Risk Assessment and Land Use Management Planning”

RFx No. 3120000986

Smart No. 1450-17-R-RFPR-00001

Opening Date: **10:00 a.m. CST, March 14, 2017**

Mississippi Department of Marine Resources

Procurement Department, 6th Floor

Attention: Erin Gallagher

1141 Bayview Avenue

Biloxi MS 39530

SEALED PROPOSAL – DO NOT OPEN

Vendor Electronic Registration in MAGIC:

- It shall be the responsibility of each offeror to ensure that its vendor profile is current in the MAGIC system. The website to register as a vendor with the State of Mississippi is:
<http://www.mmrs.state.ms.us/vendors/index.shtml>.
- For online learning instructions on submitting your proposal electronically, select “Supplier Training” from the link listed above. Select the LOG820 Supplier Self-Service Course link and then click “Launch Course.”
- If you have problems getting on the website, please contact the Mash Helpdesk at (601) 359-1343 or mash@dfa.ms.gov. You must receive a User ID and Password to access the MAGIC portal. **This process could take up to 72 hours to complete.**

MAGIC Submission Requirements (option)

- The proposal submission must be submitted in MAGIC no later than 10:00 a.m. CST, March 14, 2017.
- Timely submission of the proposal is the responsibility of the offeror. Proposals received after the specified time will remain unopened and kept as part of the procurement file. **It is suggested that you allow 48 hours before the due date and time for submission of the proposal in MAGIC, especially if you are a first-time user.**

Section 14 - Amendments to this RFP

Should an amendment or amendments to this RFP 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 offerors to view. **Furthermore, offerors must acknowledge receipt of any amendment to this RFP by identifying the amendment number and date in the space provided for this purpose on the Assurances, Certifications, and Amendments Form ([Attachment E](#)) or by letter.** The acknowledgment must be received by the MDMR by the time and at the place specified for receipt of proposals. It is the offeror's sole responsibility to monitor the website for amendments to the RFP.

Section 15 - Conditions of Solicitation

The Offeror shall assure understanding and compliance with the following conditions of this solicitation:

- The release of this RFP does not constitute an acceptance of any offer, nor does such release in any way obligate the MDMR to execute a contract with any party. The final decision to execute a contract with any party rests solely with the MDMR.
- The MDMR will not be liable for any costs associated with the preparation of proposals or negotiation of a contract incurred by any party.
- The MDMR reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services, or prices. **Therefore, all parties are advised to propose their most favorable terms initially.** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions.
- The MDMR reserves the right, in its sole discretion, to waive minor informalities in proposals. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements if the party is awarded the contract. Likewise, the MDMR reserves the right to reject any or all proposals, or to cancel this solicitation, when it is determined to be in the best interest of the State, as provided in the *Personal Service Contract Review Board Rules and Regulations*.
- By submitting a proposal, the offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government, and that it is not an agent of a person or entity that is currently so debarred.

- By submitting a proposal, the offeror certifies that it is registered to do business in the State of Mississippi as required by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) calendar days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.
- The contracted party will be required to assume full responsibility for all specified services and may not subcontract any part of the services without the express written consent of the MDMR. This does not apply to sub-contractors disclosed in the offeror's proposal.

Section 16 – Proprietary Information

The offeror should mark all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Miss. Code Ann. §§ 25-61-9 and 79-23-1. The provisions of the contract which contain the professional services provided, the price to be paid and the term of the contract shall not be deemed to be trade secret or confidential commercial or financial information and shall be available for examination, copying or reproduction in accordance with Miss. Code Ann. § 25-9-120 and the Mississippi Public Records Act. Any pages not marked accordingly will be subject to review by the general public after award of contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

Section 17 – Protests and Debriefing

Protests. If you are an actual offeror or prospective contractor and feel aggrieved by this RFP 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 Offeror Debriefing. Pursuant to PSCRB Rules and Regulations Section 7-114, the offeror 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 offeror prefer legal representation present, the offeror 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 can be present. For additional information regarding the process and procedure for the Post-Award Offeror 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 - Relationship of Parties

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

- The awarded offeror shall not be deemed in any way, directly or indirectly, expressly, or by implication, to be an employee of MDMR; and,
- Amounts paid to the awarded offeror under a contract will be paid as a gross sum with no withholdings or deductions being made by MDMR for any purpose.

Section 20 - Contract Administration

The contract awarded, if any, subsequent to this solicitation shall be administered by the MDMR. All invoices and reports submitted by the awarded offeror for payment of services performed pursuant to the contract shall be submitted via email to Procurement@dmr.ms.gov or via mail as follows:

Mississippi Department of Marine Resources
Attn: Procurement Department
1141 Bayview Avenue Biloxi, MS 39530

The MDMR will provide timely payment for services in accordance with Section 31-7-305 of the Mississippi Code, which generally provides for payment by the MDMR within forty-five (45) days of receipt of an approved invoice.

Section 21 – Equal Opportunity Statement

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

Section 22 - Attachments

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

[Attachment A](#): Proposal Cover Sheet

[Attachment B](#): Record of Past Performance of Similar Work

Department of Marine Resources
RFP – Comprehensive Ecological Risk Assessment and Land Use Management Planning
RFx No. 3120000986
Issued – February 15, 2017

[Attachment C:](#) Personnel

[Attachment D:](#) Price Proposal

[Attachment E:](#) Certifications, Assurances and Amendments Form

[Attachment F:](#) Proposal Submission Checklist

[Attachment G:](#) Contract Clauses

[Attachment H:](#) Map of Coastal Preserves Properties

Attachment A- Proposal Cover Sheet

Comprehensive Ecological Risk Assessment and Land Use Management Planning

Please complete and sign this sheet to include with your proposal. You may use supplemental pages, if necessary. **You must include the name of your company on the top of every page of your proposal.**

Offeror Name: _____

You must include a Certificate of Good Standing with your Cover Sheet if you are already registered to do business in the State. If you are not currently registered with the Mississippi Secretary of State, please see Section 15.

Address/Principal Place of Business:

Phone Number: _____

Fax Number: _____

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 offeror submitting this proposal has been in business

since _____ (date).

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

By my signature below, I hereby represent that I am authorized to and do bind the Offeror to the provisions of the attached proposal. The undersigned offers and agrees to perform the specified personal and professional services in accordance with provisions set forth in the Request for Proposals (RFP). Furthermore, the undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the RFP, but not limited to the clauses contained in Attachment G which will be included in any contract resulting from this RFP. The undersigned is fully aware of the evaluation criteria to be utilized in awarding the contract.

Authorized Signature

Date

Attachment B – Record of Past Performance of Similar Work

Please list a **minimum of one (1) prior project** of comparable scope, size and complexity to the project for which this RFP is issued. You must list at least one (1) prior project, but are encouraged to list more. For **each** project give the name of the organization contracted with, the length of the contract, a brief summary of work, project name, location, date completed, timeframe for completion, and client contact (customer).

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 reserves the right to contact all clients listed.

In addition, you must provide a listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken and provide the same information listed above.

Project #1

Project Name: _____
Name of the Organization (for which you performed the service): _____
Length of the Contract and Date Completed: _____
Location: _____
Timeframe for Completion: _____
Brief Summary of the Work Performed: _____
Client Contact Name(customer): _____
Telephone: _____
Email: _____
Job Title: _____

Project #2 (Optional):

Project Name: _____
Name of the Organization (for which you performed the service): _____
Length of the Contract and Date Completed: _____
Location: _____
Timeframe for Completion: _____
Brief Summary of the Work Performed: _____
Client Contact Name(customer): _____
Telephone: _____
Email: _____
Job Title: _____

Attachment C – Personnel

Describe the qualifications and abilities of personnel proposed to be assigned to perform the services.

List all key personnel including known subcontractors. If you plan to subcontract, but have not secured a specific subcontractor at the time of submittal, you must describe the role and responsibility that the subcontractor will have within the services. Any subcontractor not specifically identified in your proposal (with resume attached) will be subject to approval by MDMR.

Include resumes describing the experience, certifications, education and other relevant information for each proposed personnel, including subcontractors, who will be providing the services.

This information must be adequate enough to show that your firm is capable of successfully performing the services as listed in this RFP.

Attachment D - Price Proposal

Please complete and sign this sheet and submit it with your proposal.

My flat rate price for completion of the scope of work and deliverables contained in MDMR's Request for Proposals, Comprehensive Ecological Risk Assessment and Land Use Management Planning, RFx No. 3120000986/Smart No. 1450-17-R-RFPR-00001 is \$_____.

You must also submit unit pricing, which will be your pricing offer for each individual Phase listed in the scope of work. The unit pricing when totaled should equal your flat rate price above.

Phase 1 price \$_____

Phase 2 price \$_____

Phase 3 price must include price for each of the two years of this phase.

Phase 3 -Year One price \$_____

Phase 3 -Year Two price \$_____

Phase 4 price \$_____

By signing below, you certify the following:

1. That you will perform the services and provide the deliverables required at the flat rate price and phase pricing quoted above;
2. That, to the best of your knowledge and belief, the flat rate price quoted is based upon cost or pricing data which is accurate, complete, and current as of the submission date;
3. That the price submitted in response to this solicitation has been arrived at independently and that you have not communicated with any other vendor or competitor regarding your pricing offer, or the factors you used to calculate the flat rate price.

Please accept this as my/our Price Proposal pursuant to No. 3120000986 /Smart No. 1450-17-R-RFPR-00001 issued by the MDMR on February 15, 2017.

SIGNED BY: _____

TITLE: _____

DATE: _____

Attachment E: Certifications, Assurances and Amendments Form

Certifications/Assurances: By signing below, you certify the following:

1. Circle one of the following for Contingent Fees. The prospective contractor represents as a part of such contractor's bid, proposal, or statement of qualifications that such contractor **has / has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

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 proposal in response to this RFP must disclose any actual, apparent, direct or indirect, or potential conflicts 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 firm, with the State of Mississippi, the Mississippi Department of Marine Resources and/or its current and former employees. Please list any know conflicts below:

4. Amendments. You acknowledge all amendments, if any, to this RFP. 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 seven (7) calendar days of a fully executed contract.

6. You certify that you and/or your company are not currently debarred from contracting with the State, any political subdivision of the State, any other state, the federal government, or any political subdivision of the federal government; and,

7. You certify that you will enter into a contract with MDMR and provide the services solicited in this RFP if you are the successful offeror.

8. You certify that you have thoroughly read and understand the RFP and Attachments, and that you agree to all provisions of the RFP and Attachments including, but not limited to the clauses contained in Attachment G which will be included in any contract resulting from this RFP.

Please accept this as my/our Proposal pursuant to RFx No. 3120000986 /Smart No. 1450-17-R-RFPR-00001 issued by the MDMR on February 15, 2017.

SIGNED BY: _____

TITLE: _____

DATE: _____

Attachment F – Proposal Submission Checklist

Amendments Acknowledged	
Certificate of Good standing enclosed	
Cover Sheet signed and included	
Certifications and Assurances included	
Price Proposal included	
Resumes of all proposed personnel included	

Attachment G: 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 and Assurances

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

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

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, CLAUSES AND FEDERAL ASSURANCES

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.

Federal Assurances

This contract may be funded in whole, or in part, by federal grant funds. Accordingly, Independent Contractor agrees to the following provisions. The Independent Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, religion, national origin, physical handicap,

disability, genetic information or any other consideration made unlawful by federal, state, or local laws. The Independent Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, sex, age, religion, national origin, physical handicap, disability, genetic information or any other consideration made unlawful by federal, state, or local laws. Affirmative action includes, but is not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Independent Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Independent Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Independent Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, creed, sex, age, religion, national origin, physical handicap, disability, genetic information or any other consideration made unlawful by federal, state, or local laws.

The Independent Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Independent Contractor's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

The Independent Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Independent Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance.

In the event of the Independent Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, this contract may be terminated or suspended in whole or in part and the Independent Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Independent Contractor will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1693, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol

and drug abuse patient records; (h) the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*) prohibiting discrimination on the basis of disability; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the contract.

Independent Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 930523); (h) the Coastal Barriers Resources Act (16 U.S.C. §§ 1451 *et seq.*; and, (i) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

Independent Contractor will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.

Independent Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104), which prohibits private entities from: (1) engaging in severe forms of trafficking in persons during the period of time that the contract is in effect; (2) procuring a commercial sex act during the period of time that the contract is in effect; or, (3) using forced labor in the performance of the contract.

Independent Contractor will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874), which prohibits a contractor engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

Independent Contractor will comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 15 C.F.R. Part 29 “Government-wide Requirements for Drug-Free Workplace (Financial Assistance)”, which require that the contractor take steps to provide a drug-free workplace.

Pursuant to E.O. 13043 (62 FR 19217, 1997), Independent Contractor will enforce on-the-job seat belt policies and programs when employees are operating company-owned, rented, or personally-owned vehicles.

Independent Contractor will comply with the Pilot Program for Enhancement of Employee Whistleblower Protections and shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

Independent Contractor will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

The United States expressly disclaims any and all responsibility or liability to the Independent Contractor or third persons for the actions of the Independent Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this contract.

That acceptance of this contract by the Independent Contractor does not in any way constitute an agency relationship between the United States and the Independent Contractor.

That Independent Contractor is subject to Subpart C of 2 C.F.R. Part 180, “*OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)*.”

Attachment H: Map of Coastal Preserves Properties