Request for Quotes

RFX No. 314000710

Smart No. 1464-17-R-RFQI-00003

Coastal Invasive Species Management Plan

Mississippi Department of Wildlife, Fisheries, and Parks
1505 Eastover Drive
Jackson, MS 39211-6374

Contact: Candice Webster
candicel@mdwfp.state.ms.us
601-432-2152

Introduction

The Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) has hired a Contractor to assess the presence of invasive species and complete a vegetation inventory on Buccaneer State Park (SP), Shepard SP, Pascagoula River and Ward Bayou Wildlife Management Areas (WMAs). The presence of invasive species will be recorded within a circular plot with a 24' radius. Invasive species plots will be spaced approximately every 2.5 acres across the terrestrial habitat. In general, plots will not be assigned to aquatic or open water habitats.

The Mississippi Department of Wildlife, Fisheries, and Parks is seeking quotes for the development of a coastal invasive species management plan.

Deadlines/Timeline

Issue Date:	September 9, 2016
Deadline for Questions:	September 19, 2016
Posting of Written Answers to Questions:	September 21, 2016
Bid Packet Submission Deadlines:	September 27, 2016

How to Apply

Your quote proposal must be received by the MDWFP no later than September 27, 2016, at 2:00 p.m. CST. Acceptable forms of submission include: personal delivery, mail, or electronic submission via the MAGIC portal.

Submissions received after the deadline will **NOT** be considered and will be returned unopened.

Instructions for electronic submission are listed herein:

Please refer to the links below for the Vendor Registration website as well as tutorials. Please contact the MASH Help Desk (601-359-1343) if you require any assistance.

Registration Website

Please click the registration link if this is your first time using MAGIC. All vendors must have a vendor number in order to submit responses electronically.

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100#

Tutorial For Registration Process

http://uperform.magic.ms.gov/ucontent/7506bb9015c348dd8c10223a706188d0_en-US/course/html/course.htm

Tutorial for Bid Submission

http://www.mmrs.state.ms.us/vendors/Supplier_Training.shtml

- Click on Supplier Self Service eLearning
- Then Click Launch Course
- In the top right corner, click MENU
- Find Lesson 2: RFx
- And follow the instructions.

Upload the following document:

Quote Proposal Form. Complete forms and upload as an attachment. The attachment should be named *RFQ Packet.*

Request for Quotes should be mailed or hand delivered to and labeled as follows:

Mississippi Department of Wildlife, Fisheries, and Parks
1505 Eastover Drive
Jackson, MS 39211-6374
Attention: Candice Webster

"INVASIVE SPECIES MANAGEMENT PLAN"
RFx No. 3140000710
Smart No. 1464-17-R-RFQI-00003
Opening Date: 02:00 PM CST, September 27, 2016

SEALED QUOTE – DO NOT OPEN

Scope of Work

The scope of work for the management plan contract shall include the following:

- Develop an invasive species management plan that includes a list of target species. Each of the four properties shall have their own stand-alone management plan.
- Each invasive species management plan must also include the following:
  - Profile of each targeted or watch species with a history of its presence in the region;
  - Profile information should include basic life history, identification information and means of spread including both natural and man-made pathways;
  - Identification of the most appropriate control or management options for each target species by habitat type including biological, mechanical and chemical methods when available. Management options must include the following by species: optimum timing of control measures, cost of control measures, and strategy of how to control;
  - Implementation plan or management schedule that can be implemented over a 3-year period.
  - Outline of a monitoring schedule that facilitates early detection of new invasive species and adequate monitoring of managed invasions; and,

- Priority list of actions and resources needed to eradicate the invasive species.

- Invasive species spatial data to be used in the development of the management plan will be supplied to the Contractor. The data will include species name and location (lat/long) where found. GIS maps by species will also be supplied to the Contractor by the MDWFP. In addition to the species located on site, a comprehensive species list must include invasive plants and animal known to be established in or near Buccaneer and Shepard State Parks and Pascagoula and Ward Bayou WMAs. Other harmful exotic species that occur in nearby states but have not become established in South Mississippi must also be included in a watch list to help enable early detection. Human or animal pathogens must not be included.

Deliverables

To complete the deliverables for which the MDWFP is seeking, the selected respondent (Contractor) must adhere to the following:

1) Within 15 calendar days of the fully executed contract, the Contractor must meet with MDWFP staff to discuss the project.

2) A preliminary outline with list of species must be submitted within 30 calendar days of the fully executed contract and accepted by MDWFP staff before proceeding with the final management plan.

3) The state parks will be inventoried first. Within 30 days of the Contractor receiving the data set for each MDWFP state park, a preliminary draft/outline of the invasive species management plan must be submitted. The Contractor must meet with MDWFP staff to review draft if requested.

4) Within 60 days of the Contractor receiving the data set for each MDWFP WMA, a preliminary draft/outline of the invasive species management plan must be submitted. The Contractor must meet with MDWFP staff to review draft if requested.

5) The contract will have two weeks to incorporate MDWFP edits and return to the MDWFP for review.

6) Contractor must submit three bound copies and a copy on portable electronic media (.pdf) of the completed management plan.

Selection Criteria

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

- Contractor must be a Certified Wildlife Biologist® and/or registered forester. Pass/Fail

- Experience with invasive species management in habitats similar to those found on the subject properties. Score: 20%

- Experience of key staff and firm with projects of comparable scope and complexity developing invasive species management plans. Score: 20%

- Two professional references from clients for which the respondent has provided comparable services. Score: 20%

- One example of an authored plan for programs of similar size, scope and complexity to demonstrate technical capability. Score: 20%

- Price. Score: 20%

Terms of Contract

The start date for the contract is the date the contract is signed by the selected respondents and the Executive Director of the MDWFP. The end date is one year from the start date. The contract may be extended, which is subject to the availability of funds and at the sole discretion of the MDWFP with the agreement of the Contractor. The terms of any extension will be detailed in an amendment to the original contract.

MDWFP Contact and Questions/Request for Clarification

All questions and request for clarification must be submitted by email to:

Candice Webster, Accountant/Auditor III
candicel@mdwfp.state.ms.us

All questions and requests for clarification must be received by the close of business on September 19, 2016. All questions will be answered and sent to any person, entity, or firm who has requested the RFQ packet by close of business on September 21, 2016.

Notification of Successful Respondent

Notification will be sent to all respondents by mail and email of the selection of the successful respondent.

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 courts of Jackson, Hinds County, Mississippi.

Equal Opportunity Statement

MDWFP 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.

Relationship of Parties

It is expressly understood and agreed that if MDWFP enters into a contract with a respondent, 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 Contractor shall not be deemed in any way, directly or indirectly, expressly, or by implication, to be an employee of MDWFP; and,

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

Contract Administration

Any contract awarded, if any, subsequent to this solicitation shall be administered by the MDWFP. All invoices submitted by the Contractor for payment of services performed pursuant to the contract shall be submitted as follows:

Mississippi Department of Wildlife, Fisheries, and Parks
1505 Eastover Drive
Jackson, MS 39211
Attn: Accounting Department

The MDWFP shall provide timely payment for services in accordance with Section 31-7-305 of the Mississippi Code Annotated, which requires for payment by the MDWFP within forty-five (45) days of receipt of the invoice.

Compensation for Services

Compensation for services will be in the form of a flat rate. The Contractor understands and agrees that MDWFP is exempt from the payment of taxes.

Attachments

The attachments to this Request for Quotes (RFQ) are included herein below and form a part of the RFQ packet:

- Attachment A- RFQ Cover Sheet
- Attachment B- Selection Criteria
- Attachment C – Lump Sum Offer

- **Attachment D- Map of Coastal Preserves Areas**
- **Attachment E- Contract Clauses**
- **Attachment F- Clauses Required by MDEQ Sub-Grant No.15-00071**
- **Attachment G- MDEQ Request to Subcontract**

ATTACHMENT A

RFQ Cover Sheet

Please complete and sign this sheet to include with your RFQ. 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:

_____

This is to certify that the respondent submitting this RFQ has been in business since _____ (date).

ATTACHMENT B

Selection Criteria

Prior Project of Comparable Scope and Complexity:

Please list **a minimum of one prior project** of comparable scope and complexity. You must list at least one prior project, but may list more. For **each** project give the date and a description (scope) of the project, location, time frame for completion of the project, reference person (customer) with current contact information (telephone and email). 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 reference person(s), as MDWFP **must be able to contact** the reference(s) as soon as possible.

Project:

a. Date Completed: _____

b. Description of Scope: _____

c. Location: _____

d. Timeframe for Completion: _____

e. Reference Name (customer):_____

I. Telephone: _____
II. Email: _____
III. Job Title: _____

References:

In addition to the reference (customer) listed above, please list at least two additional professional references familiar with the vendor's abilities in the areas involved with this solicitation.

a. Reference Name: _____

I. Telephone: _____
II. Email: _____
III. Job Title: _____
IV. Professional Relationship: _____

b. Reference Name: _____

I. Telephone: _____
II. Email: _____
III. Job Title: _____
IV. Professional Relationship: _____

Please provide current contact information as MDWFP must be able to contact these references immediately following the RFQ opening. You may provide more than two references, however, MDWFP will only contact two of the references listed as well as the reference (customer) listed above under **Prior Project of Comparable Scope and Complexity**.

Resumes:

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

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, may be required to register with the Mississippi Secretary of State prior to a contract being executed.

Example of Authored Plan:

Please attach a copy of one example of an authored plan for programs of similar size and complexity to demonstrate technical capability.

By signing below, you certify the following:

1. **Contingent Fees.** Have you promised compensation to any person to solicit or secure this state Contractor contract?

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

_____

_____

4. 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 Attachments E and F which will be included in any contract resulting from this RFQ.

Please accept this as my/our Request for Quotes pursuant to RFx No. 3140000710/Smart No. 1464-17-R-RFQI-00003 issued by the MDWFP on September 27, 2016.

SIGNED BY: _____

TITLE: _____

DATE: _____

ATTACHMENT C

Lump Sum Price

My flat rate price for completion of the scope of work and deliverables contained in MDWFP's Request for Quotes, Invasive Species Management Plan, RFx No. 3140000710, Smart No. 1464-17-R-RFQI-00003 is $_____.

By signing below, you certify the following:

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 Attachments E and F which will be included in any contract resulting from this RFQ;

If signing on behalf of a company, that you have authority to bind the company;

That you will perform the services and provide the deliverables required at the flat rate price quoted above;

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;

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,

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 Sealed Pricing Offer pursuant to RFx No. 3140000710/Smart No. 1464-17-R-RFQI-00003 issued by the MDWFP on September 27, 2016.

SIGNED BY: _____
TITLE: _____
DATE: _____

ATTACHMENT D

Map of Coastal Preserve Areas

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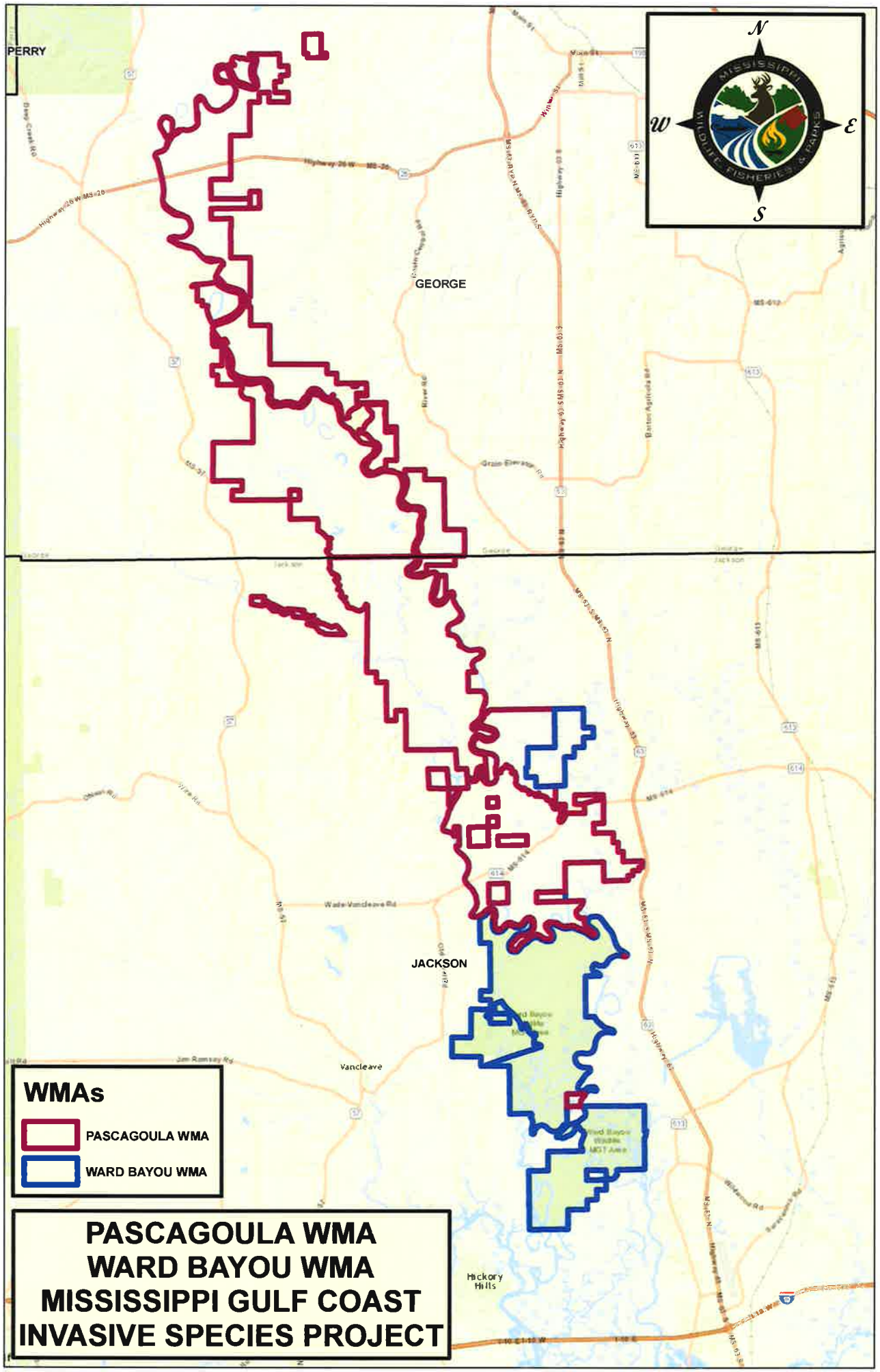
BUCCANEER STATE PARK
MISSISSIPPI GULF COAST
INVASIVE SPECIES PROJECT


PERRY
GEORGE
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Vancleave
Hickory Hills
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WMAs
PASCAGOULA WMA
WARD BAYOU WMA
PASCAGOULA WMA
WARD BAYOU WMA
MISSISSIPPI GULF COAST
INVASIVE SPECIES PROJECT

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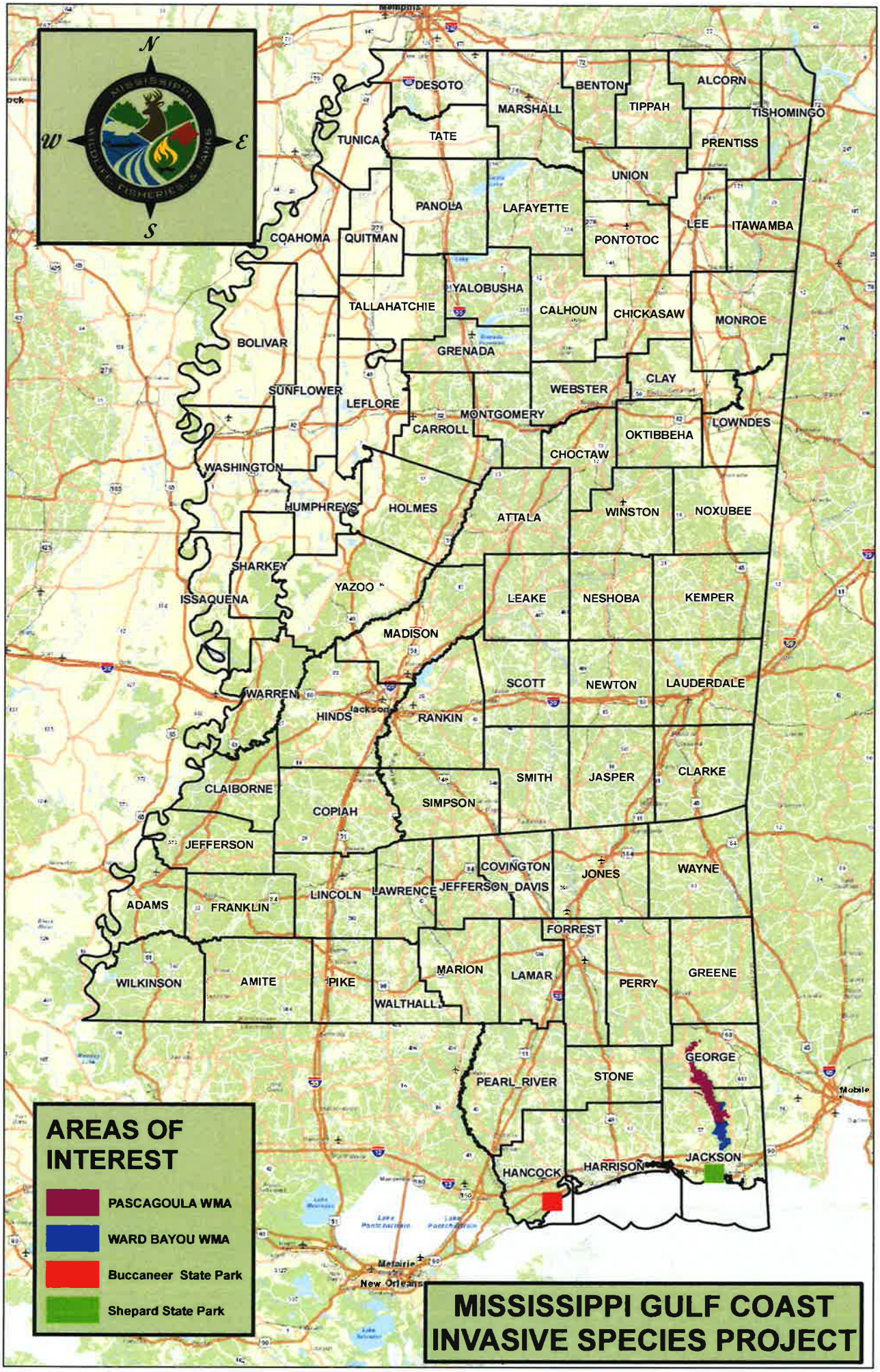
Hickory Hills
Broadmoor Dr
Narcissus Dr
Wynedote Dr
Greycliffe Dr
Whitewood Dr
Laurel Glen Rd
Dailey Rd
Ocean Dr
Riverside Dr
Spring Ridge Dr
Lark Dr
Gautier-Vancleave Rd
Crane Ln
I-10 E
I-10 W
Fire Tower Rd
Beasley Rd
Bayou Bend Rd
Prince George Dr
Victoria Dr
Roys Rd
St Ann St
Homestead Blvd
Louis Alexis Trl
Callie Rd
Briargate Dr
Westgate Pky
Indian Point Rd
JACKSON
North Ridge Dr
Stine Rd
Hoyt Dr
US-90 W
Highway 90
US-90 E
Old Spanish Trl
College Cir
Jo Beth Ter
Townsend Rd
Johnston Rd
Suter Rd
de la Pointe Dr
Oak St
Guillotteville Rd
Ladnier Rd
Pamela Dr
Seabass Rd
Dolphin Dr
Camino Grande
University St
C W Webb Rd
Navaho Rd
Shepard State Park
Orrell St
Cravelme Rd
Azalea Dr
Robert Hiram Dr
Seacliffe Dr
Pascagoula Bay
Big Lake
Dead River
West Pascagoula River
Bayou Chapelle
Farragut Lake
Mary Walker Bayou
Sinking River Mall
Landing Club
Players Cv
Santa Cruz Dr
Tradewinds Dr
Barracuda Dr
Aubin Blvd
Pat Dr
SHEPARD STATE PARK
MISSISSIPPI GULF COAST
INVASIVE SPECIES PROJECT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TIPPAH
TISHOMINGO
TUNICA
TATE
PRENTISS
UNION
PANOLA
LAFAYETTE
LEE
ITAWAMBA
COAHOMA
QUITMAN
PONTOTOC
YALOBUSHA
TALLAHATCHIE
CALHOUN
CHICKASAW
MONROE
BOLIVAR
GRENADA
CLAY
SUNFLOWER
WEBSTER
LEFLORE
MONTGOMERY
CARROLL
OKTIBBEHA
LOWNDES
CHOCTAW
WASHINGTON
HUMPHREYS
HOLMES
ATTALA
WINSTON
NOXUBEE
SHARKEY
YAZOO
ISSAQUENA
LEAKE
NESHOBA
KEMPER
MADISON
SCOTT
NEWTON
LAUDERDALE
WARREN
HINDS
Jackson
RANKIN
SMITH
JASPER
CLARKE
CLAIBORNE
COPIAH
SIMPSON
JEFFERSON
COVINGTON
JONES
WAYNE
ADAMS
FRANKLIN
LINCOLN
LAWRENCE
JEFFERSON DAVIS
FORREST
WILKINSON
AMITE
PIKE
MARION
LAMAR
PERRY
GREENE
WALTHALL
GEORGE
PEARL RIVER
STONE
Mobile
HANCOCK
HARRISON
JACKSON
Metairie
New Orleans
AREAS OF INTEREST
PASCAGOULA WMA
WARD BAYOU WMA
Buccaneer State Park
Shepard State Park
MISSISSIPPI GULF COAST
INVASIVE SPECIES PROJECT

ATTACHMENT E

Contract Clauses

Any contract entered into pursuant to this Request for Quotes will contain the following 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 MDWFP 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 MDWFP, the MDWFP shall have the right upon ten (10) working days' notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDWFP 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 MDWFP 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:

a) 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;
b) 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,
c) 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 service prior 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 MDWFP 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 MDWFP receives a public records request for documents containing information identified by the Contractor as trade secrets or proprietary information, the MDWFP 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 MDWFP.

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 MDWFP.

Applicable Law

This contract shall be governed by and construed in accordance with laws of the State of Mississippi, excluding its conflict 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 MDWFP 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 MDWFP 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 MDWFP, to provide a copy of each such verification to the MDWFP.

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 MDWFP due to contract cancellation or loss of license or permit.

Stop Work Order

Order to Stop Work

The MDWFP, 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 MDWFP 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

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 MDWFP 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

(1) *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.

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

Termination for Default Clause

(1) *Default*. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or 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.

(2) *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.

(3) *Compensation*. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor

such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance*. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this paragraph of this clause, the term "subcontractor" means subcontractor at any tier.)

(5) *Erroneous Termination for Default*. If after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

(6) *Additional Rights and Remedies*. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Termination Upon Bankruptcy

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

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 MDWFP all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the MDWFP in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the MDWFP 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 MDWFP, 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 MDWFP 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

MDWFP 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 MDWFP reasonably rejects staff or subcontractor, the Contractor must provide replacement staff or subcontractors satisfactory to the MDWFP in a timely manner and at no additional cost to the MDWFP. 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 MDWFP 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 MDWFP and the Contractor and approved by the PSCRB, if necessary.

Failure to Enforce

Failure by the MDWFP 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 MDWFP 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 MDWFP. Nothing contained herein shall be deemed or construed by the MDWFP, 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 MDWFP and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDWFP or the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of the MDWFP 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

MDWFP. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of the MDWFP; and the MDWFP shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. MDWFP 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 MDWFP 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 is writing and personally delivered or sent by Certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: name, title, address

For the MDWFP: Esther Young
Mississippi Department of Wildlife, Fisheries, and Parks
1505 Eastover Drive
Jackson, MS 39211-6374

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 MDWFP 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 MDWFP, 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 MDWFP. The rights of MDWFP are in addition and without prejudice to any other right the MDWFP may have to claim the amount of any loss or damage suffered by the MDWFP on account of the acts or omissions of the Contractor.

Third Party Action Notification

Contractor shall give the MDWFP 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 MDWFP 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 MDWFP, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the MDWFP 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

Clauses Required by MDEQ Sub-Grant No. 15-00071

All references to SUB-GRANTEE are to the Mississippi Department of Wildlife, Fisheries, and Parks.

1. The Contracted Party agrees to allow the SUB-GRANTEE, Departments and Agencies of the State of Mississippi, and any of their duly authorized representatives' access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the Project for the purpose of making audits, examinations, excerpts, and transcriptions.

2. The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the SUB-GRANTEE.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
No person who is serving sentence in a penal or correctional institution shall be employed on Work under this Agreement.
3. The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described Project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

4. Salaries of personnel performing Work under this Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contracted Party
shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering Work under this Agreement to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

5. The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The Contracted Party will comply with Miss. Code Ann. Section 21-39-1, (1972), which prohibits municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.
The Contracted Party will also be aware of and avoid any violation of Miss. Code Ann. Section 97-11-19 (Supp. 1982), which prescribes a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the term he was a member and for one year thereafter.

6. Both parties agree to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project or projects to which this grant relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

7. It is the duty of the SUB-GRANTEE and Contracted Party to insure the construction of the Project, including the letting of contracts in connection therewith, shall comply with all applicable laws and regulations and requirements of the United States of America or any agency thereof, the State of Mississippi or
that such requirements do not conflict with Federal laws and regulations and any regulations or policies established by the Commission on Environmental Quality.

8. To the extent allowed by State Law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

9. The SUB-GRANTEE and Contracted Party acknowledge and agree that MDEQ is not a party, in any manner whatsoever, to any contract between the SUB-GRANTEE and the construction

contractor(s), engineer(s), attorney(s), equipment supplier(s), subcontractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUB-GRANTEE and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUB-GRANTEE or Contracted Parties arising from, or associated with this Agreement is strictly incidental and all such vendors are not, and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUB-GRANTEE.

10. Upon execution of any contract between the SUB-GRANTEE and any other party in regard to this project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract.

11. The SUB-GRANTEE shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUB-GRANTEE and any other party.

12. The SUB-GRANTEE and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

13. MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUB-GRANTEE and any other party.

14. The SUB-GRANTEE and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUB~GRANTEE and the Contracted Party or any other parties.

ATTACHMENT G

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUEST TO SUBCONTRACT

MDEQ Agreement Number 15-00071

In accordance with Article 15, Anti-Assignment/Subcontracting, of the above-referenced Agreement, Mississippi Department of Marine Resources requests approval to subcontract the following portion or duties under the Agreement to _____ ("SUBCONTRACTOR"):

Define task(s)/work to be subcontracted:

_____

_____

Subcontractor FEIN/Tax ID: _____

SUB-GRANTEE
Mississippi Department of Marine Resources

_____
Authorized Signature of SUB-GRANTEE
Sam Polles, Ph.D, Executive Director

_____
Printed Name/Title

Subcontractor:

_____
Authorized Signature of Subcontractor

_____
Printed Name/Title

Approved By:

_____
Mississippi Department of Environmental Quality
Gary C. Rikard
Executive Director

Debarment List _____ _____
Initial Date

For Contracts Office Use Only