



MISSISSIPPI DEPARTMENT of WILDLIFE, FISHERIES, AND PARKS

Sam Polles, Ph.D., Executive Director
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Jackson, Mississippi 39211
(601) 432-2400

SOLICITATION: Invitation for Bid (IFBD)

SOLICITATION NUMBER: RFX #3160002991

DESCRIPTION: Coastal Invasive Species Inventory and Management Plan

ISSUE DATE: June 24, 2019

BID CLOSING LOCATION: Mississippi Department of Wildlife, Fisheries, and Parks
1505 Eastover Drive
Jackson, Mississippi 39211

BID COORDINATOR: Marilyn Watkins
Telephone: 601.432.2195
Fax: 601.432.2102
Email: Marilyn.Watkins@wfp.ms.gov

SUBMISSION/OPENING DATE AND TIME: July 24, 2019, 2:30 PM CST

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SECTION 1

GENERAL INSTRUCTIONS

1.1 Bid Acceptance Period

The original and two (2) copies of the bid form, three (3) copies total, shall be signed and submitted in a sealed envelope or package to 1505 Eastover Drive, Jackson, MS 39211, no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP). Each page of the **BID FORM (Attachment B)** and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. The MDWFP reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the MDWFP may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

Sealed bids will also be considered if they are delivered electronically through the MAGIC system by the time and date set for receipt of bids.

1.1.1 Timeline

Invitation for Bid (IFB) Issue Date:	June 24, 2019
Pre-Bid Conference Date:	July 15, 2019, 10:00 AM CST
Questions to MDWFP:	July 17, 2019, 5:00 PM CST
Anticipated Posting of Written Answers to Questions:	July 19, 2019, 5:00 PM CST
Bid Package Submission Deadline/Opening:	July 24, 2019, 2:00 PM CST
Anticipated Notice of Intent to Award:	July 29, 2019, 5:00 PM CST
Anticipated Post-Award Debriefing Request Date:	August 1, 2019, 5:00 PM CST
Post Award Debriefing Held By Date:	August 5, 2019, 5:00 PM CST
Protest Deadline Date:	August 5, 2019, 2:00 PM CST

1.1.2 Late Submissions

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of bids. It must be determined by the MDWFP that the late receipt was due solely to mishandling by the MDWFP after receipt at the specified address.

The only acceptable evidence to establish the date of mailing of a late bid is the U. S. Postal Service postmark on the wrapper or on the original receipt from the U. S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper.

The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

1.2 Expenses Incurred in Preparing Bid

MDWFP accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

1.3 Bid Form

All pricing must be submitted on the bid form (**Attachment B**). Failure to complete and/or sign the bid form may result in the bidder being determined nonresponsive.

1.3.1 Bidder Certification

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

1.4 Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.5 Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids 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 debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

1.6 Additional Information

Questions about the contract portions of the procurement document must be submitted in writing to Marilyn Watkins at marilyn.watkins@wfp.ms.gov. Questions concerning the technical portions of the procurement document should be directed to Marilyn Watkins at marilyn.watkins@wfp.ms.gov. Bidders are cautioned that any statements made by contact persons that cause a material change to any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

1.7 Type of Contract

Compensation for services will be in the form of a firm fixed-price agreement.

1.8 Written Bids

All bids shall be in writing.

SECTION 2

PURPOSE

2.1 Purpose

The MDWFP is seeking to establish a contract for Coastal Invasive Species Inventory and Management Plan. It is understood that any contract resulting from RFX #3160002991 may require approval by the Public Procurement Review Board. If any contract resulting from RFX #3160002991 is not approved by the Public Procurement Review Board, it is void and no payment shall be made.

2.2 Scope of Services

The Contractor shall perform and render the services listed in the Scope of Services found in **Attachment 1**.

2.3 Term

The term of the contract shall be for a period of one (1) year. Upon written agreement of both parties at least 90 days prior to each contract anniversary date, the contract may be renewed by MDWFP for a period of three (3) successive one-year period(s) under the same prices, terms, and conditions as in the original contract subject to approval by the PPRB. The total number of renewal years permitted shall not exceed three (3).

SECTION 3

INSURANCE

3.1 Insurance

Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000 per occurrence and fidelity bond insurance with minimum limits of \$1,000,000. All general liability, professional liability, and fidelity bond insurance will provide coverage to the MDWFP as an additional insured. The MDWFP reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

SECTION 4

BID SUBMISSION REQUIREMENTS

4.1 Bid Evaluation

Bids will be evaluated based on the requirements set forth in RFX #3160002991, which may

include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable where possible. This Invitation for Bids sets forth the evaluation criteria to be used. No criteria will be used in an evaluation that is not set forth in this Invitation for Bids. Only bidders who are found responsive and responsible will have their bids considered.

4.1.1 Responsive Bidder

Bidder must submit bid which conforms in all material respects to this Invitation for Bids, RFX #3160002991, as determined by MDWFP.

4.1.2 Minimum Qualifications to be Deemed Responsive

The bidder must meet the requirement and criteria set forth in the Invitation for Bids in order to be deemed responsive.

These minimum qualifications are in addition to a minimum score of five (5) on the Reference Score Sheet (**Attachment E**) from reference interviews by MDWFP with three (3) bidder references (for a total minimum score of fifteen (15)), as well as all other requirements of this Invitation for Bids. (See **Attachments C and E**).

4.1.3 Nonconforming Terms and Conditions

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The MDWFP reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the MDWFP of non-responsiveness based on the submission of nonconforming terms and conditions.

4.1.4 Conditioning Bid Upon Other Awards

Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

4.1.5 Bid Submission Format

The bid package must be sealed and must contain the following:

- Bid Cover Sheet (**Attachment A**)
- Bid Form (**Attachment B**)
- References (**Attachment C**)
- Certifications and Assurances (**Attachment D**)

4.1.6 Responsible Bidder

Bidder must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDWFP.

4.1.7 References

Each bidder must furnish a listing of at least three (3) trade references along with the contact person, address, and phone number for each. These references must be familiar

with the bidder's abilities in the areas involved with this solicitation. MDWFP will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. The bidder may submit as many references as desired. MDWFP will begin contacting references at the top of the list and will continue down the list until three (3) contacts have been reached. References must be listed on **Attachment C**.

4.2 Bid Opening

Bid opening will be open to the public; however, this will include opening, reading aloud, and listing the bid price on each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made, either stated or implied at the bid opening.

4.3 Award

The contract will be awarded by written notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in this Invitation for Bids within 30 days.

4.3.1 Notification

All participating vendors will be notified of the MDWFP's intent to award a contract. In addition, the MDWFP will identify the selected vendor. Notice of award is also made available to the public.

4.3.2 Contract Management

If the Contractor fails to adhere to the services schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, the Contracting Agency will inform the Contractor, and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, the Contracting Agency may terminate the contract without further obligation to the Contractor. MDWFP may elect to use the form included as **Attachment F**, Contract Discrepancy Report.

SECTION 5 POST-AWARD

5.1 Post-Award Vendor Debriefing

A bidder, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Director of the MDWFP within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the Director of the MDWFP in writing and identify its attorney by name, address, and telephone number. The MDWFP will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114, Post Award Vendor Debriefing, of the *Office of Personal Service Contract Review Rules and Regulations*.

5.2 Protest of Award

Any actual or prospective bidder or contractor who is aggrieved in connection with this solicitation or the outcome of the Invitation for Bids may file a protest with the Bid Coordinator, Marilyn Watkins. The protest shall be submitted on or before 2:00 p.m., August 5, 2019, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by the Bid Coordinator, Marilyn Watkins, via either U.S. mail, postage prepaid, or personal delivery. Protests filed after 2:00 p.m., August 5, 2019 will not be considered.

5.3 Mississippi Contract/Procurement Opportunity Search Portal

This Invitation for Bids, and the questions and answers concerning this Invitation for Bids, are posted on the Contract/Procurement Opportunity Search Portal.

5.4 Attachments

The attachments to this Invitation for Bids are made a part of this Invitation for Bids as if copied herein in words and figures.

SECTION 6 CONTRACT TERMS AND CONDITIONS

6.1 Acknowledgment of Amendments. Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the MDWFP by the time and at the place specified for receipt of bids.

6.2 Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

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

- 6.4 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 written 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.
- 6.5 Certification of Independent Price Determination.** The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.
- 6.6 Compliance with Laws.** Contractor understands 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 its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- 6.7 E-Payment.** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305 *et seq.*
- 6.8 E-Verification.** If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may

subject Contractor to the following:

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both. In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

6.9 Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.

6.10 Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

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

6.12 Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing

contained herein shall be deemed or construed by the State, 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 State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

6.13 Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

6.14 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 Agency:	For Contractor:
Sam Polles, Ph.D., Executive Director	[Name, Title]
Mississippi Department of Wildlife, Fisheries, and Parks	[Contractor Name]
1505 Eastover Drive	[Address]
Jackson, Mississippi 39211	[City, State, Zip]

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

6.16 Price Adjustment.

- a. *Price Adjustment Methods.* Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one of the following ways:
 - i. by agreement on a fixed price adjustment before commencement of the additional performance;
 - ii. by unit prices specified in the contract;
 - iii. by the costs attributable to the event or situation covered by the clause, plus appropriate

profit or fee, all as specified in the contract; or,
iv. by the price escalation clause.

- b. *Submission of Cost or Pricing Data.* Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

6.17 Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, MS 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.

6.18 Prospective Contractor's Representation Regarding Contingent Fees. The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

6.19 Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

6.20 Representation Regarding Gratuities. The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

6.21 Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

6.22 Stop Work Order.

- a. *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:
- i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default

clause or the Termination for Convenience clause of this contract.

- b. *Cancellation or Expiration of the Order*: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. *Termination of Stopped Work*: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- d. *Adjustments of Price*: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

6.23 Termination for Convenience.

- a. *Termination*. The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations*. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

6.24 Termination for Default.

- a. *Default*. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- e. *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 (1) or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- f. *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.
- g. *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.

6.25 Termination Upon Bankruptcy. This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

- 6.26 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.
- 6.27 Transparency.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79- 23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

SECTION 7 ATTACHMENTS

7.1 Attachments

The attachments to this Invitation for Bids are made a part of this Invitation for Bids as if copied herein in words and figures.



RFX #3160002991

COASTAL INVASIVE SPECIES INVENTORY AND MANAGEMENT PLAN

A. Introduction

The Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) is seeking bids from qualified contractors to provide field data collection services and to write an invasive species management plan for MDWFP. MDWFP will award this contract to the person or entity submitting the bid that is most advantageous to MDWFP.

B. Field Data Collection Scope Of Services

The successful bidder will be required to inventory the following:

- 12,952+/- acres on Ward Bayou Wildlife Management Area (WMA) Jackson County,
Invasive Species Only Plots – 2,632 ±
Timber Volume Plots – 2,490 ±

C. Content Of Bid

The contractor will submit a bid with information and pricing per plot for invasive species only plots and plots where both invasive species and timber will be inventoried for finalized payment calculations. Bids shall include, at a minimum, the following items:

1. *Cover Letter.* A one page cover letter containing:
 - The name of the person(s) authorized to represent the contractor in negotiating and signing any agreement which may result from the bid;
 - Entity name and address;
 - Phone, website and email address
2. *Experience.* Provide previous work examples that demonstrate the ability to provide services to locations listed in Section B, Scope of Services, of this IFB and how you meet the experience qualifications outlined in Section D, Qualifications and Experience, of this IFB. For each example, provide the following information:
 - The scope and goals of past projects and how success was measured.
 - A statement of qualifications must accompany your bid, even if you have previously worked on similar contracts. It will include your experience in forest management, timber inventorying and any other natural resource management. Include the estimated time required to complete the acres being bid on, along with the name(s) and experience of all employees of the Contractor who will aide in completing the contract.

D. Qualifications And Experience

Bids will only be accepted from contractors who are registered foresters. A copy of this documentation will be required with the bid submission.

Contractors shall provide a description of previous work experience on projects similar in nature to the requested services. A summary and scope of services should be provided for each example, as well as, the success of the project.

1. Completion Date

The contractor may submit their data weekly to the MDWFP. Those plots will be audited within two weeks. The project is to be completed one year from award date.

GUIDELINES FOR INVENTORYING WILDLIFE MANAGEMENT AREAS

Purpose

The purpose of this inventory is to collect all of the data necessary for the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) to document invasive species and to predict their movement. This can only be accomplished through a sincere effort on the Contractor's part in the thorough and professional collection of the requested field data.

Overview

As with any habitat analysis, the following items will be required from the Contractor to allow for a complete compartment database for proposing management need and actions:

- I. Document the presence of invasive species (All plots successfully tallied on a hand-held data recorder using T-Cruise)
- II. Forest Inventory (All plots successfully tallied on a hand-held data recorder using T-Cruise)
- III. Provide field data to MDWFP within 5 days of collecting it for auditing purposes

Details of the above items are provided in the following inventory specifications section.

MDWFP Responsibilities

The following items will be fulfilled by the MDWFP:

1. Provide Contractor with the following inventory files: plot allocation (.way format); inventory boundary and compartment shape files; topographic and/or aerial coverage (.tif and .tfw) of project area and; T-cruise parameters (.tcc)
2. Will provide specific forest specification limits particular to the project that are included within the .tcc parameters.
3. Perform initial and intermediate audits of inventory work to ensure proper procedures are being met.
4. Will assist Contractor in data transfer upon completion.

INVENTORY SPECIFICATIONS

Section I

I. Inventory (Forest Resources)

A. General

An inventory will be performed for invasive species, sawtimber, pulpwood, and regeneration. All sampling will be sampled in a circular manner, clockwise about a fixed plot center. Additionally, a

1/100 acre circular plot (11.8' radius) will be taken for regeneration. Each plot will include the recording of the following in T-cruise: presence of each invasive species encountered and on each timber plot: DBH, merchantable height, product class, and species for merchantable trees; species and classification of regeneration on 1/100th acre plot (11.8' radius).

Sampling intensity will be approximately one plot per two and one-half acres for invasive species and one plot per five acres for timber inventory. Invasive species data will also be collected on timber plots.

All plot centers shall be marked on the ground at plot center with orange wire flags and above ground (in a tree or bush close to plot center) with glow-orange flagging marked with the plot number. Plot sampling should begin due North, going clockwise and the first merchantable tree shall be flagged with glow-orange flagging. Plots shall be within 10' of the Solo Forest designated plot center.

B. Tally on Data Recorder

All tree data will be entered in the appropriate location within a hand-held data recorder using the provided T-cruise parameters. Each plot location will be separated by plot number and data will be recorded for the following:

1. 1/5th acre plot (sawtimber): tree species by code, DBH (1" classes), appropriate merchantable height and product. A list of species can be found in Exhibit 1.
2. 1/10th acre plot (pulpwood): tree species by code, DBH (1" classes), appropriate merchantable height and product.
3. 1/100 acre plot (regeneration): tree species, stem count and classification based on height.
4. Presence of invasive species: record presence of invasive species within 24 feet of plot center. A list of invasive species can be found in Exhibit 2.

The following are the product specifications for this inventory product:

1. Sawtimber:

- A. Hardwood – Record by species all trees 13.6" DBH and larger, tallied in 1-inch classes. Heights are recorded in 16-foot logs and half logs and estimated to a minimum 10" top or merchantable height as determined by form. A sawtimber stem must have at least one merchantable log to be considered.
- B. Pine – Record by species all trees 13.6" DBH and larger, tallied in 1-inch class. Heights are recorded in 16 foot logs and half-logs to a minimum 8" merchantable top determined by form.

Pine and hardwood sawtimber-sized trees that are determined un-merchantable, due to form, will be recorded as pulpwood (PW) in the product column.

2. Pulpwood:

- A. Hardwood – All trees 4.6" - 13.5" will be tallied by species, DBH in 1-inch classes and the appropriate height in feet by 5 foot increment up to a 4" top. Minimum merchantable height is 20'.
- B. Pine – 4.6" – 13.5" will be tallied as described above, exception: pine stems of exceptional

form and 8.6" DBH and larger should be considered as Chip-N-Saw (CNS). Minimum merchantable height is 20'.

Pine and hardwood pulpwood size trees that are determined un-merchantable, due to form, will be recorded as cull (CL) in the product column.

3. Regeneration:

Regeneration counts will be carried out at each plot, within a circular 1/100th-acre plot (radius 11.8 feet from plot center), tallying by species and height classes (0.1" to 18.0" and 18.1+" tall respectively) and number of stems.

4. Cull Trees:

Any tree that is hollow or contains less than 10% merchantable growth within the bole will be considered a cull tree, regardless of product determination (ex. sawtimber, pulpwood, etc.). The exception will be an active or potential den tree, which shall be coded accordingly. A den tree may be alive or dead tree.

C. Data Management and Transfer

The Contractor is responsible for protecting all data recorded during the course of performing the fieldwork through the completion of the inventory project. This includes data organization and delivery to the MDWFP. The MDWFP requires periodic data delivery from which to perform audits during the course of this contract. The Contractor will make available plot data for this purpose as determined by the MDWFP.

Upon completion of the fieldwork, the Contractor will supply the MDWFP with all data collected, including plot data (.tce or .tcd), all spatial points described (Solo Forest) and any field recorded comments, through either external drives or through web-based options. All data collected is and shall become the property of the MDWFP. No reproduction, use of other distribution of the data by the contractor is allowed without the prior written consent of the MDWFP.

COMPARTMENT INSPECTION AND ACCEPTANCE

Section II

1. Inspection Procedure

- A. Stand examination work will be accepted on the basis of a formal inspection by the MDWFP and its designated agents. Inspection of selected stands and/or plots will be made for compliance with the Technical Accuracy Standards. (See Section III)
- B. A minimum of 5% of the plots will be selected for inspection. If the check reveals unsatisfactory work, an additional 5% of the plots will be inspected.
- C. During the initial phase of the inventory, the MDWFP or its designee will be required to accompany the Contractor for an inspection of selected plots. This procedure should help resolve any questions or problems prior to the implementation of any work.
- D. Upon notification that an intermediate audit is not in compliance, the Vendor will cease work on this contract and any and all other active inventory contracts with the MDWFP, until such time as problems are satisfactorily resolved and the MDWFP on each contract informs the Contractor that work may resume.

TECHNICAL ACCURACY STANDARDS

Section III

- A. **Purpose:** The following standards and tolerances are established for accepting the recorded data. For purposes of evaluating the accuracy of the stand or plot data collected by the Contractor, a point value system has been established for the various items measured. Specified items constitute a definite point loss defined in the technical accuracy standards.
- B. **Flagging and Plot Centers:** Plot centers not properly located, flagged or not found will be treated as a missed plot described in the technical accuracy standards. Plot center must be within 10' of Solo Forest's exact plot center.

Technical Accuracy Standards Table

Plot Summary		
Date		-2
Plot Center		-5
Missed Plot		-10
Plot Number		-2
Forest Type		Unacceptable
Invasive Species		Unacceptable
Plot Tree Tally		
Item	Tolerance Range	Point Loss
<i>Merchantable Trees</i>		
Number of Trees		-2 First (1 wrong)
		-4 Every Other
Species		-4
DBH	1 inch	-4
Height	± Log Sawtimber	-4
Product		-4
<i>Cull Trees</i>		
Number of Trees		-2 First (1 wrong)
		-4 Every other
Species (only for live trees)		-4
DBH	± 4 inches	-4
Height	± 16 feet	-4
<i>Regeneration</i>		
Regeneration Count	± by species within each height class	-1
Regeneration Species I.D.		-2
Regeneration Height		-1

UNACCEPTABLE STAND DETERMINATION

Section IV

Unacceptable Plots or Stands

- A. Any plot or stand with an unacceptable forest type.
- B. Any invasive species not tallied as present when it is on the plot.
- C. Any plot or stand where the point loss is 10 or greater on either the individual tree tally sheet or the plot summary sheet.
- D. Inventory accuracy will be determined by the following equation:

$$\text{Stand Accuracy} = \frac{\text{Acceptable Plots or Stands Inspected} * 100}{\text{Total Plots or Stands Inspected}}$$

Stand accuracy must be $\geq 80\%$ to be acceptable.

Management Plan(s) Scope of Work

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

- Develop an invasive species management plan that includes a list of target species.
- 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 Ward Bayou WMA. 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.

Timeline to Complete Management Plan 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. Within 30 days of the contractor completing either WMA's inventory 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 completing the inventory 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.

Exhibit I: Tree Species

Species Number	Species	Species Number	Species
1	Swamp Laurel Oak	43	Honey Locust
2	Water Oak	44	Cottonwood
3	Cherrybark Oak	45	Black Willow
4	Nutall Oak	46	Loblolly Pine
5	Southern Red Oak	47	Shortleaf Pine
6	Shumard Oak	48	Longleaf Pine
7	Willow Oak	49	Slash Pine
8	Northern Red Oak	50	Spruce Pine
9	Laurel Oak	51	Bald Cypress
10	Bluejack Oak	52	Eastern Red Cedar
11	Diamond Leaf Oak	53	Tallow Tree
12	White Oak	54	
13	Chinkapin Oak	55	
14	Overcup Oak	56	
15	Post Oak	57	
16	Delta Post Oak	58	
17	Swamp Chestnut Oak	59	
18	Live Oak	60	
19	Hickory	61	
20	Bitter Pecan	62	
21	Sweet Pecan	63	
22	Black Walnut	64	
23	Beech	65	
24	Sweetgum	66	
25	Tupelo	67	
26	Blackgum	68	
27	Black Cherry	69	
28	Persimmon	70	
29	Sugarberry	71	
30	Ash	72	
31	Elm	73	
32	Cedar Elm	74	
33	Hornbeam	75	
34	Maple	76	
35	Boxelder	77	
36	Sycamore	78	
37	Yellow Popular	79	
38	Dogwood	80	
39	Magnolia	81	
40	Mulberry	82	
41	Sassafras	83	
42	Black Locust	84	

Exhibit II: Invasive Species

Common Name	Scientific Name
Trees	
Silktree, Mimosa	<i>Albizia julibrissin</i>
Tungoil	<i>Vernicia fordii</i>
Chinaberrytree	<i>Melia azedarach</i>
Tallow Tree, Popcorn Tree	<i>Triadica sebifera</i>
Shrubs	
Chinese/European Privet	<i>Ligustrum sinense</i>
Japanese/Glossy Privet	<i>Ligustrum japonicum</i>
Grasses	
Giant Reed	<i>Arundo donax L.</i>
Cogongrass	<i>Imperata cylindrica</i>
Ferns	
Japanese Climbing Fern	<i>Lygodium japonicum</i>
Forbs	
Alligator Weed	<i>Alternanthera philoxeroides</i>
Cane	
Switch Cane	<i>Arundinaria gigantea</i>
Animal	
Wild Pig	<i>Sus scrofa</i>



RFX #3160002991 – COASTAL INVASIVE SPECIES INVENTORY AND MANAGEMENT PLAN

The MDWFP is seeking to establish a contract for the completion of the Coastal Invasive Species Inventory and Management Plan. Bids are to be submitted online in MAGIC or by paper submission, on or before July 24, 2019 at 2:00 PM CST.

PLEASE MARK YOUR ENVELOPE:

RFX #3160002991
COASTAL INVASIVE SPECIES INVENTORY AND MANAGEMENT PLAN
Opening Date: July 24, 2019, 2:00 PM CST
Mississippi Department of Wildlife, Fisheries, and Parks
ATTN: Marilyn Watkins
1505 Eastover Drive
Jackson, MS 39211

SEALED BID – DO NOT OPEN

Company Name: _____

Quoted by: _____

Signature: _____

Address: _____
(Street/P.O. Box)

(City) _____ (State) _____ (Zip Code) _____

Company Representative: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

FEI/FIN # (if company, corporation, or partnership):	
SS# (if individual):	

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

What year was your company started? _____

How many years and/or months has your company been in the business of performing the services called for in this Invitation for Bids? _____

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

If your company is not physically located in the region, how will you supply professional services to the agency? _____

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

List all licenses or permits your company possesses that are applicable to performing the services required in this Invitation for Bids. _____

For how many customers has your company provided professional services in the past two (2) years? Please include the dates and the annual amount of the billing to each customer.

What is the largest customer your company has provided professional services for in the past two (2) years? Please include the annual amount of the billing. _____

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. _____



RFX #3160002991
COASTAL INVASIVE SPECIES INVENTORY AND MANAGEMENT PLAN

Company	Company Representative	Telephone

The pricing quoted must be inclusive of, but not limited to the following:

- All required equipment and materials
- All required insurance
- All required overhead
- All required profit
- All required transportation
- All required labor
- All required business and professional licenses, permits, fees, etc. (if any)
- Any and all other costs associated with performing the services

The pricing must include ALL associated costs with no additional or hidden fees.

BRIEF DESCRIPTION OF SERVICES TO BE CONDUCTED: COASTAL INVASIVE SPECIES INVENTORY AND MANAGEMENT PLAN			
INVENTORY	UNIT PRICE		TOTAL
WARD BAYOU WMA	\$ _____	Per Plot Invasive Species Only Plots	
	\$ _____	Per Plot Invasive Species And Timber Plots	
MANAGEMENT PLAN	\$ _____	Ward Bayou WMA Invasive Species Management Plan	
		TOTAL PRICE	

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Invitation for Bids, RFX #3160002991, and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, RFX #3160002991, and the attachments herein;
3. That the company agrees to all provisions of this Invitation for Bids, RFX #3160002991 and the attachments herein;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment B**; and
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bids.

Printed Name: _____

Signature/Date: _____



RFX #3160002991
COASTAL INVASIVE SPECIES INVENTORY AND MANAGEMENT PLAN

Reference 1

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____ Fax: _____
Email _____

Reference 2

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____ Fax: _____
Email _____

Reference 3

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone: _____ Fax: _____
Email _____

The bidder may submit as many references as desired by submitting as many additional copies of this Attachment C, References, as needed. The MDWFP will begin contacting references at the top of the list and will continue down the list until three (3) contacts have been reached. See Section 4.1.7 of this Invitation for Bids.



RFX #3160002991

COASTAL INVASIVE SPECIES INVENTORY AND MANAGEMENT PLAN

I/We make the following certifications and assurances as a required element of the bid to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

1. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it **has/has not** retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid.

2. REPRESENTATION REGARDING GRATUITIES

The bidder or Contractor represents that it **has/has not** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation **have/have not** been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate price.

4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor's bid that such Contractor **has/has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Name/Title: _____

Signature/Date: _____

Note: Please be sure to **circle the applicable word or words** provided above. Failure to circle the applicable word or words and/or to sign the bid form may result in the bid being rejected as nonresponsive. **Modifications or additions to any portion of this bid document may be cause for rejection of the bid.**



RFX #3160002991
COASTAL INVASIVE SPECIES INVENTORY AND MANAGEMENT PLAN

COMPLETED BY MDWFP ONLY

Bidder Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide services when you called?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling services?	Yes	No
Were the services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Each "yes" is 1 point; each "no" is 0 point(s). Bidder must have a minimum score of "5" from three (3) references (total of "15" points) to be considered responsible and for its bid to be considered.

Score: _____

Do you have any business, professional or personal interest in the bidder's organization? If yes, please explain.	Yes	No
---	-----	----

Called by: _____

Notes: _____



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

CONTRACT DISCREPANCY REPORT
ATTACHMENT F

RFX #3160002991
COASTAL INVASIVE SPECIES INVENTORY AND MANAGEMENT PLAN

Services located at: _____

Date and Time of Service: _____

Report Date: _____

Discrepancy or Problem: (Describe in detail; attach supporting document; include reference to specification requirement; and attach continuation sheet if necessary).

Name: _____ **Signature:** _____ **Date:** _____

Contractor Response as to Cause, Corrective Action, and/or Actions to Prevent Recurrence: (Cite applicable existing or new Quality Control Program or Procedures; and attach continuation sheet if necessary).

Name: _____ **Signature:** _____ **Date:** _____

Contracting Agency Evaluation and Action: (Partial or full acceptance, rejection, payment deduction, cure notice, show cause, termination, other; attach continuation sheet if necessary).

Name: _____ **Signature:** _____ **Date:** _____