

REQUEST FOR PROPOSALS



Invasive Plant Species Treatment

RFx # 3120002851

Submission Deadline Date: March 18, 2024

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SECTION 1. INTRODUCTION AND OVERVIEW

1.1 Purpose and Goals

The Mississippi Department of Wildlife, Fisheries & Parks (MDWFP), issues this Request for Proposals to solicit offers from qualified, experienced, responsible and financially sound vendors to provide a coastal invasive plant species inventory and management plan. Proposing vendors must have the proven ability to perform all core services requested in this solicitation. A more detailed listing of services is contained in the **Scope of Services (2.1)**. This project will be a subgrant agreement between the Offeror and the Mississippi Department of Wildlife, Fisheries, and Parks and together with Mississippi Department of Environment Quality to provide grant funds for the work specified in **Section 2**. The grant funds provided by this Agreement are made available from funds provided by the National Fish and Wildlife Foundation ("NFWF") pursuant to plea agreements entered as judgment in the cases captioned as United States v. BP Exploration and Production, Inc., Case No. 2:12-cr-00292-SSV (E.D. La.), and United States v. Transocean Deepwater Inc., Case No. 2:13-cr-00001-JTM (E.D. La.).

This solicitation and any resulting contracts shall be governed by the applicable provisions of if required, *the Mississippi Public Procurement Review Board (PPRB)*, a copy of which is available at 501 N. West Street, Suite 701E, Jackson, Mississippi 39201 for inspection or visit [PPRB Rules and Regulations](#). The contract Standard Terms and Conditions has been included as Appendix B for your review and acceptance. If the Offeror objects to any of the Standard Terms and Conditions, the objection may be considered as an adequate cause for rejection without further negotiations.

A copy of this solicitation, including all appendices and any subsequent amendments, including the Question-and-Answer amendment, if issued, will be posted on MDWFP [Website](#) and a copy will be given to each vendor who submitted a Notice of Intent to Apply Letter. It is the sole responsibility of all interested vendors to monitor the website and their emails for updates regarding this procurement.

SECTION 2. PLAN TO ACHIEVE THE SCOPE OF SERVICES

This section contains information on services and requirements the Vendor must provide. The descriptions are not all-inclusive but are provided to inform you of services or requirements that may require additional planning or programming on your part. A detailed plan is required to respond to this solicitation to describe how the Offeror will implement and achieve the services required.

Services will be provided and implemented at Ward Bayou Wildlife Management Area. Ward Bayou WMA lies just south of Pascagoula River WMA and consists of 13,234 acres of mostly bottomland hardwoods in Jackson County, Mississippi. The majority of Ward Bayou WMA is also prone to periodic flooding dependent on river levels. Timber harvests in the early '90s on the WMA resulted in a prolific invasion of Chinese tallow tree at harvest sites, which inhibited regeneration of desirable tree species on about 400 acres. These harvest sites are still heavily infested with tallow tree. Approximately 800 acres of the WMA are comprised of upland habitat with a focus on longleaf pine regeneration. *Cogongrass* is present throughout the upland site and

poses a major threat to management goals. The north end of this transition zone consists of an area of longleaf pine forest restoration. During breeding season, a number of key southeastern species can be found across the bottomlands. A representative selection would include *Swallow-tailed Kite*, *Mississippi Kite*, *Acadian Flycatcher* and *Yellow-throated Warbler*, *Swainson's Warbler*, *Kentucky and Prothonotary Warblers*. A remarkable number and variety of rare sparrows such as *Grasshopper*, *Le Conte's*, *White-crowned* and *Fox* have been found in the longleaf pine restoration area. This site is recognized by the National Audubon Society as an important bird area. Ward Bayou WMA is owned by the US Army Corp of Engineers and managed by the Mississippi Department of Wildlife, Fisheries and Parks.

The Vendor is expected to provide the following:

2.1 Scope of Services

Technical Factors

The successful bidder will be required to treat the following invasive species on the following areas: *Alligator Weed*, *Cogon Grass*, *Giant Reed*, *Japanese Climbing Fern*, *Mimosa*, *Privet*, *Switch Cane*, *Tallow Tree*, and *Tungoil Tree*. All treatments and subsequent work must be completed by December 24, 2024.

Implement Invasive Species Control Actions

1. Chemical Control

The following represent common chemical control options:

- *Basal-bark (basal treatment)*: Herbicide is applied in a ring, at least 6" wide, to the base of a woody stem, typically the bottom 12-24 inches. Herbicide will penetrate the stem and move to the roots. Best timing is in fall and early winter. Herbicide solutions may vary based on the diameter of the plant.
- *Cut-surface (stem injection, girdling, cut-stump painting or spraying)*: All treatments of this type require a higher concentration of the active ingredient than is used in foliar applications. A 25 to 35 percent solution of the active ingredient should be used for cut stem treatments, but read and follow all label instructions. This treatment can be used on all woody stems, as well as Phragmites.
- *Foliar (broadcast spraying, spot spraying, aerial spraying)*: Herbicide is applied directly to the leaf surfaces of plant. A variety of sprayers can be used, including handheld, backpack, and mounted sprayer units for off-road vehicles and trucks. A surfactant is often used when applying herbicides to fuzzy or waxy leaves.

Monitoring and Adaptive Management

Coastal wetlands and coastal upland habitats across the Gulf have experienced significant impacts as result of disturbances. These habitats are crucially important for coastal dependent wildlife

species, and their ecological integrity is paramount to the health of functioning priority coastal bays and estuaries. Monitoring of restoration allows us to document the performance of the restoration activity, but if carefully crafted, can also allow us adequately track the impact of restoration to the broader system.

Within this proposal we anticipate the following activities associated with monitoring and adaptive management:

1. Develop and create an overarching monitoring and adaptive management framework within which all restoration activities will fall.
 2. Develop and create a project specific monitoring plan which includes:
 - Collection of pre-implementation data
 - Identify reference sites, or the establishment of reference domains for coastal habitat restoration
 - During and post-site implementation monitoring
 3. Project monitoring data synthesis and analysis
 4. A general outline of data handling, storage, and QA/QC protocols as well as ensuring discoverability, accessibility, and utility of data
 5. Outline of reporting requirements (NFWF and public and scientific accountability)
 6. Outline mechanism for feedback of data, information, and lessons-learned into MCERT and restoration planning and project selection.
- 12,684+/- acres on Ward Bayou Wildlife Management Area (WMA) Jackson County.

\$_____ Cost per acre for treatments up to December 24, 2024.

Table 5. Invasive Species Acreage Estimates and % Occurrence During Ward Bayou Wildlife Management Area Survey Observations.

Common Name	Scientific Name	Total Estimated Acres	% of All Plots
<u>Trees</u>			
Silktree, Mimosa	<i>Albizia julibrissin</i>	18.12	0.10%
Tungoil	<i>Vernicia fordii</i>	94.26	0.71%
Tallow Tree, Popcom Tree	<i>Triadica sebifera</i>	4293.61	34.97%
<u>Trees (Mid/Under-Story Form)</u>			
Silktree, Mimosa	<i>Albizia julibrissin</i>	10.03	0.10%
Tungoil	<i>Vernicia fordii</i>	82.82	0.67%
Chinaberry	<i>Melia azedarach</i>	9.99	0.00%
Tallow Tree, Popcom Tree	<i>Triadica sebifera</i>	4572.06	36.57%
<u>Shrubs</u>			
Chinese / European Privet	<i>Ligustrum sinense</i>	486.24	3.90%
<u>Grasses</u>			
Giant Reed	<i>Arundo donax L.</i>	25.19	0.20%
Cogongrass	<i>Imperata cylindrica</i>	72.95	0.67%
<u>Ferns</u>			
Japanese Climbing Fern	<i>Lygodium japonicum</i>	2712.42	22.02%
<u>Forbs</u>			
Alligator Weed	<i>Alternanthera philoxeroides</i>	231.49	1.57%
<u>Cane</u>			
Switchcane	<i>Arundinaria gigantea</i>	1671.96	13.36%
<u>Animal</u>			
Wild Pig	<i>Sus scrofa</i>	5348.38	42.21%

2.2 Contractor Prerequisites

Contractors must be able to travel where needed within the scope of service listed herein. The contractors must have all the equipment including but not limited to sprayers, ATVs/UTVs, computer and all other equipment deemed necessary.

2.3 Deliverables

To complete the deliverables for which 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. 100% of the area treated with a 95% kill rate.

3. GPS documentation of the treatment.

2.1 Price

Because of the scope of this project, we believe it should be possible for different Offerors to arrive at vastly differing estimates of resources required. (See Attachment) The highest score is assigned to the lowest cost proposed budget. All other Offerors score will be based upon a budget formula approved by the State.

- Price as an individual evaluation factor shall be given the highest criteria weighting, more than any other individual factor, and at least thirty-five percent (35%) out of the one hundred percent (100%) total weight of all the other individual evaluation factors.

SECTION 3. REFERENCES

MDWFP must be able to contact two (2) trade references, if required, within five (5) business days of proposal opening to ensure the Offeror is responsible, if MDWFP requires additional information. (See Appendix D)

1. List up to a minimum of three (3) clients, including government clients, for whom your company has performed services similar to those requested in this solicitation. The Offeror must provide sufficient client detail to demonstrate it has significant experience in working with programs similar to scope of this solicitation.

For each client, the list must specify:

- a. Client name, include contact person, title (director or administrator etc.), location address, e-mail address, and phone number.
- b. The type of work your company provided to the client.
- c. Contract dates (beginning and end dates) your company provided services to the client.

SECTION 4. MINIMUM QUALIFICATIONS

1. The following minimum qualifications are mandatory. If, in the opinion of MDWFP, the Offeror fails to prove that the proposing company meets any of these minimum qualifications, the proposal will be disqualified from further evaluation. It is the responsibility of the Offeror to submit a complete proposal on or before the submission deadline.
2. The Offeror must provide:
 - a. The age of the Offeror's business and average number of employees for the past **three (3) years**,

- b. The abilities, qualifications, and experiences of all persons who would be assigned to provide required services,
 - c. The required references as noted in Section 3 – References, and
 - d. The Offeror must provide a detailed plan describing how the scope of services will be planned, implemented, and achieved.
3. The Vendor shall provide all services directly related to this contract from an office(s) located in the United States. Indicate your agreement with this requirement and identify any locations outside the State of Mississippi in which you propose to provide the services described in this solicitation.
 4. Include in your responses the total number of years in business and the company's experience related to the scope of work.
 5. If federal funds are allocated for payment, Offeror must verify its business is not debarred.
 6. Awarded vendor must agree to secure a performance bond for 100% of the total awarded contract amount. The performance bond shall not be waived or negotiated. The performance bond is due within ten (10) days of execution of the contract and prior to commencement of services.

Notice of Intent to Propose

For planning purposes, please submit a Notice of Intent Form by **5:00 PM CST Monday, March 04, 2024**. Notice shall be submitted via e-mail to procurement@wfp.ms.gov. **Failure to submit the letter of intent will not disqualify a proposal from consideration.** Your intent to propose should indicate your organization's primary contact, and direct e-mail address. The submission of a Notice of Intent to Propose does not obligate the vendor to submit a proposal. (Appendix G)

4.1 Pre-Proposal Conference –

MDWFP will host a workshop (virtually) and provide a link for registration on Friday, March 01, 2024 at 10:00 a.m. to assist potential contractors with understanding the program and the proposal process. There is no cost for the workshop; however, registration is required. Proposal workshop participation is not required to apply but is highly encouraged. The deadline to register for this virtual meeting is Thursday, February 29, 2024 by 4:00 p.m.

4.2 Questions and Answers

Questions must be submitted to procurement@mwfp.ms.gov and must be received no later than **Friday, March 01, 2024 by 5:00 PM CST**, to ensure a response by MDWFP. Responses to questions will be posted to MDWFP Website under "Bid Opportunity" on Friday, March 08, 2024. A copy will also be sent to all vendors who expressed interest. Questions received after **the deadline** will not be considered for a response. It is the Offeror's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this solicitation.

4.3 Acknowledgment of Amendments

MDWFP reserves the right to amend this solicitation at any time. Should an amendment to the solicitation be issued, it will be posted to MDWFP website under “Bid Opportunities” Request for Applications, Qualifications, and Proposals section. Offerors must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment acknowledgment form. The amendment acknowledgment form must be included in the proposal submission. Please monitor the website for amendments to the solicitation. MDWFP responses to questions will be treated as amendments to the solicitation and will require acknowledgment. It is the proposer’s sole responsibility to monitor MDWFP website for amendments to this solicitation.

4.4 Cost of Proposal Preparation

All costs incurred by the Offeror in preparing and delivering its proposal, making presentations, and any subsequent time and travel to meet with MDWFP regarding its proposal shall be borne exclusively at the Offeror’s expense.

4.5 Right to Reject, Cancel and/or Issue Another Solicitation

MDWFP specifically reserves the right to reject any or all proposals received in response to the solicitation, cancel the solicitation in its entirety, or issue another solicitation.

4.6 Registration with Mississippi Secretary of State

By submitting a proposal, the Offeror certifies that it is registered to do business in the State of Mississippi and in good standing as prescribed by Mississippi Code Annotated 79-4-15.01 and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by MDWFP Office of Procurement and Contracts that it has been awarded a contract.

4.7 Debarment

By submitting a proposal, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or Federal Government and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

4.8 State Approval

It is understood that this contract may require approval by the PPRB. If required and if this contract is not approved, it is void and no payment shall be made hereunder. Every effort shall be made by MDWFP to facilitate rapid approval and a start date consistent with the proposed schedule; however please note the schedule is tentative.

SECTION 5. PROCUREMENT OF CONTRACTS

5.1 Restrictions on Communications with MDWFP Staff

At no time shall any Offeror or its personnel, contact or attempt to contact, any MDWFP staff regarding this solicitation except for the contact specified in the Questions and Answers Section. **Should it be determined that any Offeror has attempted to communicate or has communicated with any MDWFP employee outside of the Office of Support Services regarding this solicitation, MDWFP, at its discretion, shall disqualify the Offeror from submitting a proposal in response to this SOLICITATION.**

5.2 Submission Requirements

For proposals that are **shipped/mailed**, the proposal shall be submitted in two (2) separate notebook binders. Notebook One (1) as an original (non-redacted) version and Notebook Two (2) as the “blind” (redacted) version using the Required Format in the section below. For proposals that are submitted electronically in the Mississippi Accountability Governmental Information Collaboration System (**MAGIC**), the proposal shall be submitted in two (2) separate files. File One (1) as an original (non-redacted) version and File Two (2) as the “blind” (redacted) version using the Required Format in the section below.

Each page of the proposal must be numbered. Multiple page attachments and samples should be numbered internally within each document and not necessarily numbered in the overall page number sequence of the entire proposal. The intent of this requirement is for the Offeror to submit all information in a manner that it is clearly referenced and easy to locate.

Notebook One (1)

The Offeror shall provide the required format for **shipping/mailing** responses as follows:

- a. An **original** hard copy (**non-redacted version**) of the proposal shall include all components and attachments required below. **Notebook one (1)** shall be labeled **ORIGINAL. Section components must be clearly distinguished as follows:**

- 1. COVER PAGE Proposal Cover Sheet (Appendix A)**

- 2. COMPONENT 1 - TECHNICAL FACTORS**

- a. **Tab 1 – Cover letter and Management Summary** must provide MDWFP a summary of the Offeror’s philosophy for providing the specified services.
 - b. **Tab 2 – Production/Detailed Service Plan** shall provide clear and concise plan of action to encompass the minimum qualifications, implementation, deliverables, and expected outcomes/results to achieve the scope of work. Any required information that is omitted and not addressed in the minimum qualifications section will disqualify submission and will not be considered for an award.

3. COMPONENT 2 - MANAGEMENT FACTORS

- a. **Tab 3 – Resumes for Key Personnel** must include qualifications and experiences for all key personnel assigned to this project.
- b. **Tab 4 – References** must meet the requirements as set forth in the References section. (See Section 3)

4. COMPONENT 3 – PRICE

- a. **Tab 5 – Price is to be submitted as a single total price that will encompass all work at this to be completed December 24, 2024.**

5. COMPONENT 4 – OTHER

- a. **Tab 6** – Required signed attachments, appendix, and forms (Amendment (Q&A), if applicable).
- b. **Tab 7** – Any additional relevant information (not to exceed five (5) pages)

Notebook Two (2)

- a. A *hard copy* (**redacted version**) of the proposal shall include Component one (1) **TECHNICAL FACTORS** only. **Notebook two (2)** as indicated below shall be labeled **BLIND EVALUATION**.

Required BLIND (Redacted) Format:

- b. A USB shall include the **TECHNICAL FACTORS** as **redacted (BLIND)**. The searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) shall be included in the notebook in the format as indicated below and shall be labeled **BLIND EVALUATION**. Please make sure there are NO see-through redactions made as the proposal will not be considered for an evaluation.
- c.

COMPONENT 1 - TECHNICAL FACTORS (BLIND)

- a. **Tab 1 – Cover letter and Management Summary** must provide the MDWFP a summary of the Offeror's philosophy for providing the specified services.
- b. **Tab 2 – Production/Detailed Service Plan** shall provide clear and concise plan of action to encompass the minimum qualifications, implementation, deliverables, and expected outcomes/results to achieve the scope of work. Any required information that is omitted and not addressed in the minimum qualifications section will disqualify submission and will not be considered for an award.

All vendor-identifying information shall be removed within the blind evaluation proposal, this includes *charts, screen shots, images, pictures, etc.* **Vendor-identifying information includes but is not limited to:**

- any prior, current, and future names, phone numbers, or addresses of the vendor,
- any names of incumbent or former staff,
- any prior work or current work with the MDWFP or other State or local agencies/entities,
- any prior, current, and future webpage information, company logos, watermarks, and/or colors,
- any information, which identifies the vendor as an incumbent, and
- any other information, which would affect the blind evaluation of technical or cost factors.

The “blind” Technical Factors shall **not** include vendor pricing information, or Resumes for Key Staff. This requirement is necessary to help ensure the **anonymity** of the Offerors from the evaluation team that will review the above-mentioned sections and components of your proposal. *The “blind” hard copy, if shipped/mailed, must align with the searchable electronic “blind” copy, no exceptions.* **The Blind section for the proposal containing vendor-identifying information SHALL be disqualified and not be considered for an award.**

MAGIC Submission Required Format

The Offeror shall provide the required format for submitting responses electronically in **MAGIC** as follows:

- d. An electronic copy (**non-redacted version**) of the proposal including all components and attachments required below in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®). The file name shall be labeled **ORIGINAL**.

Section components must be clearly distinguished as follows:

1. COVER PAGE Proposal Cover Sheet (Appendix A)

2. COMPONENT 1 - TECHNICAL FACTORS

- a. **Tab 1 – Cover letter and Management Summary** must provide the MDWFP a summary of the Offeror’s philosophy for providing the specified services.
- b. **Tab 2 – Production/Detailed Service Plan** shall provide clear and concise plan of action to encompass the minimum qualifications, implementation, deliverables, and expected outcomes/results to achieve the scope of work. Any required information that is omitted and not addressed in the minimum qualifications section will disqualify submission and will not be considered for an award.

3. COMPONENT 2 - MANAGEMENT FACTORS

- a. **Tab 3 – Resumes for Key Personnel** must include qualifications and experiences for all key personnel assigned to this project.
- b. **Tab 4 – References** must meet the requirements as set forth in the References section. (See Section 3)

4. COMPONENT 3 – PRICE/COST DATA

- a. **Tab 5 – Price is to be submitted as a single total price that will encompass all work at this to be completed December 24, 2024.**

5. COMPONENT 4 – OTHER

- a. **Tab 6** – Required signed attachments, appendix, and forms (Acknowledgement of Amendment (Q&A), if applicable).
- b. **Tab 7** – Any additional relevant information (not to exceed five (5) pages)

Required BLIND (Redacted) Format:

- e. A blind electronic copy shall include the **TECHNICAL FACTORS** as **redacted (BLIND)**. The searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) shall be as indicated below and shall be labeled **BLIND EVALUATION**. *Please make sure there are NO see-through redactions made as the proposal will not be considered for an evaluation.*

All vendor-identifying information shall be removed (redacted) within the blind evaluation proposal, this includes *charts, screen shots, images, pictures, etc.* **Vendor-identifying information includes but is not limited to:**

- any prior, current, and future names, phone numbers, or addresses of the vendor,
- any names of incumbent or former staff,
- any prior work or current work with the MDWFP or other State or local agencies/entities,
- any prior, current, and future webpage information, company logos, watermarks, and/or colors,
- any information, which identifies the vendor as an incumbent, and,
- any other information, which would affect the blind evaluation of technical or cost factors.

The “blind” Technical Factors shall ***not*** include pricing information, or Résumés of Key Staff. This requirement is necessary to help ensure the **anonymity** of the Offerors from the evaluation team that will review the above-mentioned sections and components of your proposal. **The Blind section for the proposal containing vendor-identifying information SHALL be disqualified and not be considered for an award.**

Section components must be clearly distinguished as follows:

COMPONENT 1 - TECHNICAL FACTORS (BLIND)

- a. **Tab 1 – Cover letter and Management Summary** must provide the MDWFP a summary of the Offeror’s philosophy for providing the specified services.
 - b. **Tab 2 – Production/Detailed Service Plan** shall provide a clear and concise plan of action to encompass the minimum qualifications, implementation, deliverables, and expected outcomes/results to achieve the scope of work. Any required information that is omitted and not addressed in the minimum qualifications section will disqualify submission and will not be considered for an award.
- f. If the proposal contains *confidential or trade* information, a **confidential or trade electronic copy** of the complete proposal including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF).

The third (3rd) electronic copy of the original proposal shall be labeled “Redacted” CONFIDENTIAL Proposal and must be submitted with the response by the deadline date for submission. The Offeror shall identify and redact trade secret and information which shall remain confidential throughout the proposal or the **MDWFP shall consider the entire Proposal to be public record.** Per Mississippi Code Annotated 25-61-9(7), the type of service to be provided, the price to be paid and the term of the contract **cannot be deemed confidential.**

The **“Redacted” CONFIDENTIAL Proposal** shall be considered public record and immediately released, without notification to Offeror, pursuant to any request under the Mississippi Public Records Act, Mississippi Code Annotated 25-61-1 *et seq.* and Mississippi Code Annotated 79-23-1. **If a “Redacted” CONFIDENTIAL Proposal is not received, the original and “blind” evaluation copy shall be used/released for any reason deemed necessary by the MDWFP, including but not limited to, submission to the PPRB, posting to the Transparency Mississippi website, etc.**

Modifications or additions to any portion of the procurement document may be a cause for rejection of the Proposal. The MDWFP reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive. As a precondition to proposal acceptance, the MDWFP may request the Offeror to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. The solicitation issued by the MDWFP is the official version and will supersede any conflicting solicitation language subsequently submitted in proposals.

All documentation submitted in response to this solicitation and any subsequent requests for information pertaining to this solicitation shall become the property of the MDWFP and will not be returned to the Offeror.

If you have additional information you would like to provide, include it as Component 4 of your proposal. Failure to provide all requested information and in the required format may result in disqualification of the Proposal. All requested information is considered important. The MDWFP has no obligation to locate or acknowledge any information in the proposal that is not presented under the appropriate outline and in the proper location according to the instructions herein.

5.3 Proposal Submission Period

A signed proposal packet shall be submitted electronically via the [Mississippi Accountability Governmental Information Collaboration System \(MAGIC\)](#) no later than Monday, March 18, 2024, 2:00 PM Central Standard Time (CST). Proposals shall be submitted electronically in the Mississippi Accountability Governmental Information Collaboration System (MAGIC). Please visit and register at DFA: Mississippi Suppliers (Vendors) ([ms.gov](#)). If assistance is required, contact MASH help desk at 601-359-1343 at least 72 hours in advance of the due date for submission. Proposals received after the time designated in the solicitation shall be considered late and shall not be considered for award.

OR

Shipping instructions are provided below:

An original signed proposal packet with two (2) copies shall be shipped/mailed and received in a sealed envelope at MDWFP no later than Monday, March 18, 2024 by 2:00 PM Central Standard Time (CST).

The return address label must be visible on the outside of the sealed shipping envelope and shall include the name of the individual/entity submitting the response. Any deviation from these instructions may result in disqualification of the response proposal and shall not be considered for an award.

Ship To:

Candice Webster

Procurement Team Lead

The Mississippi Department of Wildlife, Fisheries & Parks

Invasive Plant Species Treatment RFP

RFP # 3120002851

150 Eastover Drive

Jackson, MS 39211

Timely submission of the proposal package is the sole responsibility of the Offeror. It is suggested that if the proposal is shipped to MDWFP, it should be tracked to require an MDWFP mailroom staff signature and request a return receipt/notice with signature. *Any proposal shipped or mailed **MUST** be verified, date and time stamped, and recorded by an **MDWFP mailroom staff**.* The time and date of the receipt will be indicated on the sealed proposal envelope or package by MDWFP mailroom staff. The only acceptable evidence to establish the time of receipt at MDWFP will be identified by the time and date stamp of MDWFP mailroom staff on the proposal wrapper or other documentary evidence of receipt used by the mailroom.

Packages that are received in person by the offeror or a representative will NOT be opened. Packages received by shipping/mail without the appropriate acceptance by MDWFP mailroom staff or is received and recorded AFTER the submission deadline will NOT be considered for an award.

MDWFP will not be responsible for delivery delays or lost packets. All risk of late arrival due to unanticipated delays – whether delivered by shipping or electronic method – is entirely on the Offeror. All Offerors are urged to take the possibility of delay into account when submitting the proposal and submit electronically via [MAGIC](#). The Offeror shall be notified as soon as practicable if their proposal was rejected and the reason for such rejection.

5.4 Important Tentative Dates

Thursday, Feb. 15, 2024 Thursday, Feb. 22, 2024	Request for Proposals release date
Friday, Mar. 01, 2024	Pre-Proposal Conference
Monday, Mar. 04, 2024	Notice of Intent to Propose
Friday, Mar. 01, 2024	Deadline to submit questions and request for clarification
Friday, Mar. 08, 2024	Responses to questions and request for clarification posted
Monday, Mar. 18, 2024	Proposal submission deadline by 2:00 PM CST
Thursday, Mar. 21, 2024	Anticipated Date of the Notice of Intent to Award
Tuesday, Mar. 26, 2024	Debriefing Window Closes
Monday, Apr. 01, 2024	Protest Window Closes
Wednesday, May 01, 2024	Public Procurement Review Board (PPRB) Meeting
<u>May 02, 2024 – Dec. 24, 2024</u>	Contract effective date

NOTE: Adjustments to the schedule may be made as deemed necessary by MDWFP.

5.5 Acceptance of Proposals

After receipt of the proposals, MDWFP reserves the right to award the contract based on the terms, conditions, premises of the solicitation, and the proposal of the selected company without negotiation.

All properly submitted proposals shall be accepted by MDWFP. After the compliance review or evaluating of proposals, MDWFP may request necessary amendments from all Offerors, reject any or all proposals received, or cancel this solicitation, according to the best interest of MDWFP and the State of Mississippi.

MDWFP also reserves the right to waive minor irregularities in proposals providing such action is in the best interest of MDWFP and the State of Mississippi. A minor irregularity is defined as a variation of the solicitation which does not affect the price of the proposal or give one party an advantage or benefit not enjoyed by other parties, or adversely impacts the interest of MDWFP. Where MDWFP may waive minor irregularities as determined by MDWFP, such waiver shall in no way modify the solicitation requirements or excuse the Offeror from full compliance with the solicitation specifications and other contract requirements should the Offeror be awarded the contract.

MDWFP reserves the right to exclude any and all non-responsive proposals from any consideration for contract award. MDWFP shall award a contract to the Offeror whose proposal

is responsive to the solicitation and is most advantageous to MDWFP, the Board, and the State of Mississippi in price, quality, and other factors considered.

5.6 Disposition of Proposal

The proposal submitted by the successful Offeror shall be incorporated into and become part of the resulting contract. All proposals received by MDWFP shall upon receipt become and remain the property of MDWFP. MDWFP shall have the right to use all concepts contained in any proposal and this right shall not affect the solicitation or rejection of the proposal.

5.7 Modification or Withdrawal of a Proposal

Prior to the proposal submission deadline, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to MDWFP, signed by the Offeror.

A proposal may submit an amended proposal before the proposal submission deadline. Such amended proposals shall be a complete replacement for a previously submitted proposal and shall be clearly identified as such. MDWFP shall not merge, collate, or assemble proposal materials.

Unless requested by MDWFP, no other amendments, revisions, or alterations to proposals shall be accepted after the proposal submission deadline. Any submitted proposal shall remain a valid proposal for one hundred eighty (180) calendar days from the proposal submission deadline.

5.8 Rejection of Proposals

A proposal response that includes terms and conditions that do not conform to the terms and conditions specified within this solicitation is subject to rejection as non-responsive. Further, submission of a proposal that is not complete and/or unsigned is subject to rejection as non-responsive. MDWFP reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal response prior to a determination by MDWFP of non-responsiveness based on the submission of nonconforming terms and conditions. Additional reasons for rejecting a proposal include:

1. The proposal contains unauthorized amendments to the requirements of the solicitation;
2. The proposal is conditional;
3. The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous;
4. The proposal did not follow the submission requirements;
5. The proposal cover sheet does not have an original or electronic authentication signature by the authorized representative;
6. The proposal contains false or misleading statements or references;
7. The Offeror is determined to be non-responsive;
8. The products or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the solicitation;
9. The proposal is received late. Late proposals shall be maintained unopen in the procurement file;
10. The redacted proposal included vendor specific information or evidence;
11. The Offeror or representative emails the original and/or blind version of the proposal packet to an MDWFP staff;

12. The Offeror did not include the required searchable electronic copies;
13. The Offeror has filed business bankruptcy, been implicated in fraud and/or been debarred within the past seven (7) years;
14. The Offeror did not perform prior MDWFP services in an honorable and/or proper like manner;
15. The Offeror currently indebted to the State;
16. Objection with the Standard Terms and Conditions; or
17. In person delivery of proposal.

5.9 Corrections and Clarifications

MDWFP reserves the right to request clarifications or corrections to proposals after the response has met the submission requirements and the response is deemed responsible for an award. Any proposal received which does not meet the requirements of this solicitation will be considered non-responsive and eliminated from further consideration.

5.10 Proposal Evaluation

All proposals received in response to this solicitation by the stated deadline will receive a comprehensive, fair, and impartial evaluation. An evaluation committee will evaluate the proposals using a two -phase process, consisting of Compliance, and Analysis, phases. A **100-point scoring scale** will be used in the evaluation process for proposals determined to be in compliance and responsive to the solicitation. A minimum cut score of 85 must be obtained to be considered for an award. The evaluation of any proposal may be suspended and/or terminated at MDWFP's discretion at any point during the evaluation process at which MDWFP determines that said proposal and/or Offeror fails to meet any of the mandatory requirements as stated in this solicitation, the proposal is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or MDWFP and/or the Board receives reliable information that would make contracting with the Offeror impractical or otherwise not in the best interests of the Board and/or the State of Mississippi.

The evaluation process, including evaluation factors and weights are described below:

Compliance Phase - In this pass or fail phase of the evaluation process, all proposals received will be reviewed by the procurement officer and/or designee to determine if the following mandatory requirements of this solicitation have been satisfied:

1. Proposal received by submission deadline;
2. Required proposal submission format followed;
3. A "blind" copy of the TECHNICAL FACTORS;
4. Minimum Qualifications met;
5. Proposal Cover Sheet (Appendix A);
6. Production/Detailed Service Plan;
7. Resumes for Key Personnel;
8. References;
9. Cost Data; and
10. All Required Signed Forms (if applicable).

Failure to comply with these requirements may result in the proposal being eliminated from further consideration. Offerors passing the Compliance Phase will be evaluated further.

Weight –The Compliance Phase is a pass or fail phase of the evaluation.

Analysis Phase – In this phase of the evaluation process, the evaluation committee will score proposals to determine numerical scores for each qualified Offeror. Numerical scores will be calculated based on both Technical (blind) and Management factors. Evaluation factors are listed below in order of their relative importance and weight:

1. Price (Weight/Value – minimum 35%) – The highest score is assigned to the lowest cost proposed. All other Offerors score will be based upon the following budget formula approved by the State: Price of the lowest responsive and responsible offer divided by the price of the responsive and responsible offer being rated times the maximum 35 points allocated for cost equals the awarded points.
2. Technical (Weight/Value –20 %) – Evaluators will score blind as to the quality and completeness of the Offeror 's solutions and action plans for providing the core services identified in the solicitation, demonstrating responsiveness, understanding, effectiveness, efficiency, and value to the Board in a proposed approach; provide a documented record of past performance of providing similar services. The evaluation factors will be as follows:
 - a. Does the proposal demonstrate a clear understand of the scope of work and related objectives? (5pts)
 - b. Is the proposal complete and responsive to the specific request for proposals? (5 pts)
 - c. Are the proposed technical approach and methodologies for accomplishing the objectives identified and adequate? (5pts)
 - d. Is the past performance of the proposed methodologies documented? (5pts)
3. Management (Weight/Value – 45 %) – Evaluators will score openly the personnel, equipment, and facilities to provide timely services; the ability to technically implement all services listed in this solicitation with qualified and experienced staff; references align with the services required. The evaluation factors will be as follows:
 - a. Documentation to support the availability of staff with the appropriate expertise. (5pts)
 - b. Proposal shall include, including the proposed key personnel (Project Manager). The proposed staffing plan should include proposed staff, their roles, and responsibilities. (5pts)
 - c. Does the Offeror demonstrate a track record of service evidenced by on-time, on-budget, and contract compliance performance? (5 pts)
 - d. References of a-minimum of three (3) to include organization name, address, telephone number, a description of services provided, and the contract value. (10 pts)
 - e. How well does the organization's anticipated workload and proposed timeline meeting the project deadline including start and completion dates? (5pts)

Upon completion of the Compliance and Analysis Phase, the evaluation committee's average score for the highest rank (one award) will be the Awarded Vendor after completion of the Analysis Phase.

Upon completion of the evaluation of proposals, the evaluation committee's average score will determine the top scoring proposal and MDWFP will issue an Intent to Award letter to the selected vendor. All participating vendors will be notified in writing of the contract award and will be afforded the opportunity to participate in a post-award debriefing.

SECTION 6. CONTRACT AWARD

Funds and awards are subject to funding of a subgrant (#15-00071) awarded to MDWFP from the Mississippi Department of Environmental Quality. This is a single term contract that will be awarded in the amount of \$608,636.41, contingent availability of funds.

All contracts will be awarded contingent upon availability of funds, proper implementation of the proposed project implementation, completion, and submission of all required documentation. Funding to eligible vendors is subject to PPRB approvals, if applicable. **The Mississippi Department of Wildlife, Fisheries & Parks reserves the right to negotiate award amounts with all potential Offerors.**

6.1 Post Award Debriefing

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by MDWFP within three (3) business days of notification of the intent to award contract notification. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor shall notify MDWFP and identify its attorney. MDWFP shall be allowed to schedule or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

6.2 Right of Negotiation

Discussions and negotiations regarding price and other matters may be conducted with a proposer who submits a proposal determined to have reasonable likelihood of being selected for award, but a proposal may be accepted without such discussions. The Board reserves the right to further clarify and/or negotiate with the proposer evaluated best following completion of the evaluation of proposals but prior to contract execution, if deemed necessary by the Board. The Board also reserves the right to move to the next best proposer if negotiations do not lead to an executed contract with the best proposer. The Board reserves the right to further clarify and/or negotiate with the proposer on any matter submitted.

6.3 Responsibilities of MDWFP

The specific responsibilities of MDWFP are stated below.

- Provide a contact person to work with the contractor to ensure quality control
- Review and approve timeframes and work plans
- Provide available information to assist the contractor

- Provide Scope of Work to Offeror
- Provide Calendar of Events to Offeror

6.4 Management Responsibilities of Personnel and Administration

Except where expressly provided otherwise herein, each party shall bear its own cost incurred in performing its responsibilities hereunder. The contractor shall provide one person who shall be responsible for all activities required to fulfill said contract. This individual shall be invested with the authority to make decisions and commitments on behalf of the contracted party during the performance of the solicitation.

MDWFP shall also designate one representative who shall act as the primary contact for this office. This representative shall be responsible for conferring all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the solicitation.

6.5 Ethics

In compliance with State law, a Contractor who is employed by a public entity agrees to make arrangements with his/her employer to take the appropriate leave (annual, professional, compensatory, etc.) during the period of service covered by this contract. Contractor also agrees not to utilize resources of the public employer to perform the services pursuant to this contract. Prior to execution of this contract, Contractor must submit to MDWFP a Certification (on MDWFP form) executed from his/her employer whereby the public employer acknowledges that it is aware of its employee working for MDWFP.

6.6 Termination in Event of Employment

Contract shall be terminated immediately if Contractor becomes an employee of MDWFP and is only subject to payment of services prior to effective date of employment at MDWFP.

6.7 Protest of Solicitation or Award

Any actual or prospective Offeror or Offerors who are aggrieved in connection with the solicitation or award of a contract may protest to MDWFP's Office of Support Services with a copy to the Office of Procurement. The protest shall be submitted in writing within seven (7) calendar days of the Notice of Intent to Award notification or within seven (7) calendar days of the solicitation posting, if the protest is based on the solicitation.

A protest is considered filed when received by the Office of Support Services. Protests filed after the seven (7) day period shall not be considered.

To file a protest directly to DFA/PPRB, the aggrieved party shall file a protest with the Office of Personal Service Contract Review (OPSCR) within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than within seven (7) calendar days of the solicitation posting or Notice of Intent to Award notification.

6.7.1 Content of Protest

To expedite handling of protests, the envelope should be labeled "Protest". The written protest shall include as a minimum the following:

1. Name and address of the protestor;
2. Appropriate identification of the procurement (RFx#); if a contract has been awarded, due to public records request, its number;
3. A statement of reasons for the protest; and
4. Supporting exhibits, evidence, or documents to substantiate any claims. If said items are unavailable within the filing time, the expected availability date shall be indicated.
5. Place protest letter in an envelope clearly marked "PROTEST".
6. A protest is considered filed when received by the Procurement Team Lead, or designee. Protests filed after the seven (7) calendar days established above will not be considered.
7. Submit content of protest to:

The Mississippi Department of Wildlife, Fisheries & Parks
Candice Webster
Procurement Team Lead
PROTEST LETTER (3120002851)
1505 Eastover Drive
Jackson, MS 39211

6.7.2 Protest Decision

If the protest is not resolved by mutual agreement, the Agency Head shall promptly issue a decision in writing. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestor of the right to administrative review. A copy of the decision shall be mailed or otherwise furnished in writing immediately to the protestor and any other interested party.

A decision shall be final and conclusive, unless fraudulent, or any person adversely affected by the decision appeals administratively to the PPRB.

6.7.3 Stay of Solicitation or Award

In the event of a timely protest, MDWFP shall not proceed further with the solicitation or with the award of the contract until the PPRB approves the determination that continuation of the solicitation or award of the contract without delay is necessary to protect substantial interests of the State.

6.7.4 Right to Appeal

Any person adversely affected by the protest decision of an Agency Head may appeal administratively to the PPRB.

For an appeal under this section, the aggrieved person shall file an appeal within seven (7) calendar days of receipt of a Protest.

Please review each Appendix to ensure all are on a separate page

Appendix A – Proposal Cover Sheet

Company/Name: _____

Proposals must be submitted as directed in the ***Proposal Submission Requirements*** on or before the submission deadline specified in the solicitation.

Company Representative and Title	
Mailing Address	
City, State, Zip	
Telephone:	
E-Mail Address:	

Please identify the Office/Branch which will provide services for MDWFP if different from above:

Contact Person and Title	
Telephone Number	
Email Address	
Physical Address	
City, State, Zip	
Mailing Address	
City, State, Zip	

1. Are you currently registered as a Supplier in MAGIC? ____YES ____ NO
2. What is your supplier number? _____
3. Are you currently registered with PayMode? ____YES ____ NO
4. Are you a minority owned company? ____YES ____NO

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

- That the Offeror will perform the services required at the prices stated in their proposal.
- That the pricing submitted will remain firm for the contract term.
- 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.
- That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
- The Offeror indicates and is in agreement with the Standard Terms and Conditions as set forth above. If the Offeror objects to any of the Standard Terms and Conditions, the objection may be considered as an adequate cause for rejection without further negotiations.
- The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called [PayMode](#). In order to do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a proposal, the

Offeror certifies it is registered with both systems and if not already registered, will do so within seven (7) business days of being notified by MDWFP that it has been awarded a contract.

Authorized Signature: _____ Date: _____

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Appendix B – Standard Terms and Conditions

Certain terms and conditions are required for contracting. Therefore, the Offeror shall assure agreement and compliance with the following standard terms and conditions.

1. ACCESS TO RECORDS

Contractor agrees that MDWFP, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless MDWFP authorizes their earlier disposition. Contractor agrees to refund to MDWFP any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

2. ANTI-ASSIGNMENT/SUBCONTRACTING

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

3. APPLICABLE LAW

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

4. APPROVAL

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.

5. ATTORNEY'S FEES AND EXPENSES

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

6. AUTHORITY TO CONTRACT

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 agreement 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 agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

7. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of 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 time 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 MDWFP, 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 MDWFP of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

8. BACKGROUND CHECKS

Contractor and/or its employees represents neither has ever been convicted or pled guilty or entered a plea of nolo contendere to a felony in any court of the state of Mississippi, another state, or in federal court in which public funds were unlawfully taken, obtained or misappropriated in the abuse of misuse of any office or employment or money coming into its hands by virtue of any office or employment. Contractor and/or its employees agrees to an initial criminal background check to be performed as well as subsequent criminal background checks that may be necessary and all charges associated with these criminal background checks will be the responsibility of Contractor, if applicable. Any disqualifying information received from the criminal background check will render this agreement null and void.

9. CHANGES IN SCOPE OF WORK

MDWFP may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by MDWFP and Contractor.

If Contractor believes that any work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify MDWFP in writing of this belief. If MDWFP believes that the work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changes and at the cost stated for the work within the contract.

10. COMPLIANCE LAWS

Contractor understands that MDWFP is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, RFP 3120002851 for Invasive Plant Species Treatment

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.

11. CONFIDENTIALITY

Notwithstanding any provision to the contrary contained herein, it is recognized that MDWFP is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated 25-61-1 *et seq.* If a public records request is made for any information provided to MDWFP pursuant to this agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDWFP shall follow the provisions of Mississippi Code Annotated 25-61-9 and 79-23-1 before disclosing such information. MDWFP shall not be liable to the Contractor for disclosure of information required by court order or required by law.

12. CONTRACTOR PERSONNEL

Contractor agrees that, at all times, the employees of contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

MDWFP shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If MDWFP reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to MDWFP in a timely manner and at no additional cost to MDWFP. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

MDWFP reserves the right to request changes in personnel assigned to the project. MDWFP Project Manager must pre-approve any changes in key personnel through the contract term. Substitutions are not permitted without written approval of MDWFP Project Manager.

13. COPYRIGHTS

Contractor agrees MDWFP shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to MDWFP a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This contract is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Contractor further agrees that all material produced and/or delivered under this contract will not, to the best of Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely

to become, the subject of any infringement claim or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

14. DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that it:

- (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- (2) has not, within a three-year period preceding this qualification, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- (3) has not, within a three-year period preceding this qualification, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraph two (2) and (3) of this certification; and,
- (5) has not, within a three-year period preceding this qualification, had one or more public transactions (federal, state, or local) terminated for cause or default.

15. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated 25-61-1 *et seq.*

16. 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 31-7-301 *et seq.*

17. 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:

- (1) 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;
- (2) (2) 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,
- (3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional cost incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

18. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

- (1) Is rightfully known to recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (4) is independently developed by the recipient without any reliance on confidential information;
- (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- (6) is disclosed with the disclosing party's prior written consent.

19. 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 cause 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 MDWFP 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 MDWFP determines it to be in its best interest to terminate this agreement.

20. 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 upon approval of the Office of the Mississippi Attorney General, 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 Office of the Mississippi Attorney General. 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 concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

21. INDEPENDENT CONTRACTOR

Contractor shall perform all services as an independent contractor and shall at no time act as an agent for the State. No act performed, or representation made, whether oral or written, by Contractor with respect to third parties shall be binding on MDWFP.

22. INDEPENDENT PRICE DETERMINATION

Contractor certifies that the price submitted was independently arrived at without collusion.

23. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be 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. Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of MDWFP shall result in the immediate termination of this agreement.

24. LEGAL AND TECHNICAL SUPPORT

Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. Contractor shall consult with MDWFP concerning its implementation of the requirements of this section. In the event of a challenge in which the validity or reliability of the use of an assessment developed under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), Contractor shall cooperate with MDWFP and/or the State of Mississippi in the defense of the

assessment and shall provide reasonable technical and legal support with regard to Contractor's activities under this contract without additional charges to MDWFP or the State.

25. MODIFICATION OR RENEGOTIATION

This agreement may be modified, altered or changed 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.

26. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

27. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specification stated in this contract.

28. 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.

29. PRICE ADJUSTMENT

- (1) **Price Adjustment Methods.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
 - a. by agreement on a fixed price adjustment before commencement of the Additional performance;
 - b. by unit prices specified in the contract;
 - c. 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,
 - d. by the price escalation clause.
- (2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-401 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

30. 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, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

31. 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 qualification packet.

32. 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.

33. RIGHT TO AUDIT

Contractor shall maintain such financial records and other records as may be prescribed by MDWFP or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by MDWFP, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

34. RIGHT TO INSPECT FACILITY

MDWFP may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by MDWFP.

35. SEVERABILITY

If any part of this agreement is declared 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 provision in compliance with applicable law.

36. STOP WORK ORDER

- (1) **Order to Stop Work:** The Chief 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 Chief Procurement Officer 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.

- (2) **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:
- a. 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,
 - b. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief 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.
- (3) **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.

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.

37. TERMINATION FOR CONVENIENCE

- (1) **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. Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

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

38. TERMINATION FOR DEFAULT

- (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 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.

Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

Compensation. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Chief Procurement Officer deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

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

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

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

39. TERMINATION UPON BANKRUPTCY

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

40. 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.

41. 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 Mississippi 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.

42. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed, or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

End of this page

Appendix C - References

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Effective contract dates for the time frame services were/are being provided to client	

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	

Effective contract dates for the time frame services were/are being provided to client	
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Appendix D - REFERENCE SCORE SHEET

Applicant 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
Applicant easy to work with in scheduling services?	Yes	No
Was the service completed on time and within budget?	Yes	No
Applicant listened when issues were presented to resolve conflict? (If never had an issue, please check here ____.)	Yes	No
Would you hire them again?	Yes	No
Would you recommend them?	Yes	No

Potential applicant must have a minimum of 6 “yes” answers on the questions above from two references (total of 12 “yes” answers) to be considered responsible and to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest with the applicant? If yes, please explain.	Yes	No
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A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes:

Date

Appendix E – ACKNOWLEDGEMENT OF AMENDMENTS

The Question-and-Answer and any other amendments shall be signed, if issued. The amendments will be posted on MDWFP [website](#). It is the sole responsibility of all interested vendors to monitor MDWFP website for updates regarding any amendments to the solicitations.

Appendix F – ASSURANCES AND CERTIFICATION

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.

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. 3.

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.

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.

NON-DEBARMENT: This certification is a material representation of fact relied upon by the Contracting Agencies. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to DFA and other Contracting Agencies, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

I make the following certifications and assurances as a required element of this submission to which it is attached. 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).

Name: _____

Title: _____

Signature: _____ Date: _____

Modifications or additions to any portion of this document may be cause for rejection of the bid

Appendix G – CONTRACTS

The prospective contractor represents as a part of Invasive Plant Species Treatment RFP that contractor **does** () or **does not** () have a current contract with The Mississippi Department of Wildlife, Fisheries & Parks.

Potential contractors are required to provide a listing of each executed contract or contract applied, please provide the following:

Contract Service	
Contract Amount	
Contract Dates of Service	

Contract Service	
Contract Amount	
Contract Dates of Service	

Appendix H – NOTICE OF INTENT

All Offeror planning to apply should submit a Notice of Intent to Apply. **The Notice of Intent to Apply should be received by the Monday, March 04, 2024 deadline.** The Notice of Intent to Apply is **not** required to apply but may be necessary to assist MDWFP in planning purposes and preparation for proposal scoring. Please send via email to procurement@wfp.ms.gov

This notice confirms that my organization is interested applying for the Invasive Plant Species Treatment RFP and intends to submit a proposal by the deadline date above.

Offeror/Fiscal Agent Name_____

Address_____

City_____State_____Zip_____

Email_____

Phone_____

Sincerely,

Authorized Signature

Title of Authorized Person

Mississippi Accountability and Governmental Information Collaboration (MAGIC) Submission of the Proposal Instructions

[DFA: Mississippi Suppliers \(Vendors\) \(ms.gov\)](#)

Proposals shall be submitted in the Mississippi Accountability Governmental Information Collaboration System (MAGIC). Please visit and register at DFA: Mississippi Suppliers (Vendors) (ms.gov). If assistance is required, contact MASH help desk at 601-359-1343 or email mash at mash@dfa.ms.gov at least 72 hours in advance of the due date for submission. Proposals received after the time designated in the solicitation shall be considered late and shall not be considered for award.

Hard Copies are acceptable as long as the proposals are received by the submission deadline.