**MISSISSIPPI DEPARTMENT of WILDLIFE, FISHERIES, & PARKS**

Sam Polles, Ph.D., Executive Director

1505 Eastover Drive

Jackson, Mississippi 39211

(601) 432-2400

**SOLICITATION:** Request for Quotes-Informal (RFQI)

**SOLICITATION NUMBER:** RFX#3140001676

**DESCRIPTION:** Channel Catfish for Fishing Rodeos

**ISSUE DATE:**  January 17, 2019

**SUBMISSION DEADLINE:** January 31, 2019, 2:00 p.m.

**CONTACT INFORMATION:** Marilyn M. Watkins

 Telephone: 601.432.2195

Email: marilyn.watkins@wfp.ms.gov

**Mississippi Department of Wildlife, Fisheries, and Parks**

**Request for Quotes Informal (RFQI)**

**Channel Catfish for Fishing Rodeos**

1. **Purpose**

The Mississippi Department of Wildlife, Fisheries, and Parks is seeking a vendor to provide channel catfish, minimum of 14 inches in length, delivered to specified locations in Mississippi for Fishing Rodeos. Vendors are responsible for examining all specifications, terms, conditions, and instructions in the Request for Quotes Informal (RFQI) and failure to do so will be at the vendor’s risk.

Notice is hereby given that Request for Quotes Informal (RFQI) will be received in the Support Services Office of the Department of Wildlife, Fisheries & Parks, 1505 Eastover Drive, Jackson, MS 39211 until **2:00 pm, January 31, 2019**, and any quote submitted after this time will be rejected and returned unopened.

1. **Specifications of Commodities**

This request for quotes has the following detailed specifications that must be met.

1. 29,000 channel catfish, minimum 14 inches in length, delivered to specified fishing rodeo locations. Blue catfish x channel catfish hybrids are acceptable.
2. Several rodeos may be scheduled each week and some days may have multiple rodeos at different locations.
3. Fish hauling trucks should be sufficiently equipped to deliver the fish on time and in a healthy condition.
4. The rodeo contact and the rodeo coordinator must be contacted a minimum of 10 business days prior to the rodeo date to confirm the delivery time and date.
5. Fish will be inspected at the time of delivery by the rodeo contact.
6. Total price should include the cost of the fish and delivery.

# Type of Contract

Compensation for commodities will be in the form of a firm fixed-price agreement. Upon written agreement of both parties at least 30 days prior to the contract expiration date, the contract may be renewed by MDWFP for a one-year period under the same prices, terms, and conditions as in the original contract subject to approval.

1. **Applicable Law**. This Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state and local laws and regulations.
2. **Availability of Funds**. It is expressly understood and agreed that the obligation of the agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi state legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the state of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the agency, the agency shall have the right upon ten (10) working days written notice to contractor, to terminate this agreement without damage, penalty, cost or expenses to the agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
3. **Compliance with Laws.** Contractor understands that the Agency is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
4. **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..*
5. **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; or
	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 costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.
6. **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.
7. **Procurement Regulations**. The contract shall be governed by the applicable provisions of the *Mississippi Procurement Manual*, a copy of which is available at 501 N. West St., 701 Woolfolk Building, Suite A, Jackson, MS or downloadable at [www.dfa.ms.gov](http://www.dfa.ms.gov).
8. **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 proposal.
9. **Representation Regarding Gratuities.** 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 9.105 (Gratuities) of the *Mississippi Procurement Manual.*
10. **Stop Work Order.**
11. *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:
	* 1. cancel the stop work order; or,
		2. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
12. *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:
13. 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,
14. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
15. *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.
16. *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.
17. **Termination for Convenience.**
18. *Termination*. The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
19. *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.
20. **Termination for Default.**
21. *Default*. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor’s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
22. *Contractor's Duties*. Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
23. *Compensation*. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
24. *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”. (As used in this Paragraph of this clause, the term “subcontractor” means subcontractor at any tier).
25. *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.
26. *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.
27. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
28. **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.
29. **Transparency.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79- 23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq*. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at [http://www.transparency.mississippi.gov](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.
30. **Independent Contractor Status.** Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent or employee of MDWFP. Nothing contained herein shall be deemed or construed by MDWFP, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MDWFP and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDWFP or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the MDWFP and Contractor. Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDWFP, and the MDWFP shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker’s Compensation, normally provided by the State for its employees. All of the vendor’s activities will be at its own risk and vendor is hereby given notice of its responsibility for arrangement to guard against physical, financial, and other risks as appropriate. Vendor shall observe and abide by all applicable laws and regulations including, but not limited to, those of **MDWFP** relative to conduct on its premises.
31. **Contact.** Any questions regarding the RFQI should be directed to Marilyn M. Watkins at (601) 432-2195.

**Quote Submission**

Request for Quotes Informal (RFQI) will be received in the Support Services Office of the Department of Wildlife, Fisheries & Parks, 1505 Eastover Drive, Jackson, MS 39211 until **2:00 pm, January 31, 2019**, and any quote submitted after this time will be rejected and returned unopened.

Quotes can be submitted electronically as instructed below by uploading the Request for Quote Informal Form in the MAGIC system as an attachment. The attachment should be named *Request for Quote Informal.*

If you are not able to submit your quote electronically, the Request for Quote Informal Form can be emailed to Marilyn Watkins at marilyn.watkins@wfp.ms.gov or mailed or hand delivered in an envelope clearly marked with the following information:

RFQI – Channel Catfish for Fishing Rodeos

ATTN: Marilyn M. Watkins

Support Services, Department of Wildlife, Fisheries, & Parks

1505 Eastover Drive

Jackson, MS 39211

Please refer to the links below for the Supplier Registration website as well as tutorials. If you are not registered as a supplier for the State of Mississippi, you must first complete the Supplier Registration Form. Please contact the MASH Help Desk (601-359-1343) if you require any assistance.

1. [**Supplier Self-Registration**](https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100)
2. [**Supplier Self-Service eLearning**](http://uperform.magic.ms.gov/ucontent/7506bb9015c348dd8c10223a706188d0_en-US/course/html/course.htm)

|  |  |
| --- | --- |
| **MS Department of Wildlife, Fisheries, and Parks****1505 Eastover Drive, Jackson, MS 39211-6374** | REQUEST FOR QUOTE (INFORMAL)**commodities** |
| **RFX #3140001676** |  |
| **ATTN:**  | Marilyn M. Watkins, DrPH1505 Eastover DriveJackson, MS 39211Telephone: 601.432.2195Email: marilyn.Watkins@wfp.ms.gov |  |

|  |  |  |
| --- | --- | --- |
| from: | NAME: COMPANY: ADDRESS: CITY: ST: ZIP CODE: | PHONE: FAX:EMAIL:  |
| **DATE:****QUOTE #:** **QUOTE EXPIRATION DATE:**  |  |

|  |
| --- |
| Brief description of commodities: Channel Catfish for Fishing Rodeos |
| 1. 29,000 channel catfish, minimum 14 inches in length, delivered to specified fishing rodeo locations. Blue Catfish X Channel Catfish hybrids are acceptable.
 |
| 1. Several rodeos may be scheduled each week and some days may have multiple rodeos at different locations
 |
| 1. Fish hauling trucks should be sufficiently equipped to deliver the fish on time and in a healthy condition
 |
| 1. The rodeo contact and the rodeo coordinator must be contacted a minimum of 10 business days prior to the rodeo date to confirm the delivery time and date
 |
| 1. Fish will be inspected at the time of delivery by the rodeo contact
 |
| 1. Total price should include the cost of the fish and delivery.
 |
|  |
|  |
|  |
|  | Total price |  |

|  |
| --- |
| Having examined the specifications of this project, the undersigned proposes to perform as per specified for the price shown above. Quotation prepared by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name |Title Signature |Date Bureau Director Authorization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |Title Signature | Date |
| Thank you for your business! |

|  |
| --- |
| **2019 Fishing Rodeo Catfish**  |
| **Date** | **Waterbody** | **Rodeo location**  | **County** | **#Fish** |
| 3/20/2019 | MS River, Mile Mark 78 | MS River at Farrell | Coahoma | 300 |
| 3/23/2019 | Lake Walthall | Lake Walthall | Walthall | 250 |
| 3/30/2019 | Twin Lakes | Diamondhead Twin Lakes | Hancock | 1000 |
| 4/3/2019 | Turcotte Ponds | Turcotte Education Center | Madison | 150 |
| 4/6/2019 | Okatibbee Lake | Collinsville Park | Lauderdale | 400 |
| 4/6/2019 | Trulight Pond | Pond behind TruLight Church | Leake | 400 |
| 4/13/2019 | Hansel King Sportsplex | Complex Pond | Lincoln | 450 |
| 4/13/2019 | Veterans Pond | Veterans Park | Lee | 1750 |
| 4/13/2019 | Jefferson Park | Jefferson Park Pond in Fayette | Jefferson | 250 |
| 4/20/2019 | Noxubee event pond | Noxubee event pond, Starkville | Winston | 300 |
| 4/20/2019 | McAlpine Lake | Amory | Monroe | 600 |
| 4/27/2019 | Chewalla Lake | Holly Springs | Marshall | 250 |
| 4/27/2019 | Sardis Lower Lake | Cypress Point on Sardis Lake | Panola | 500 |
| 4/27/2019 | Lake Topposha | Legion State Park | Winston | 450 |
| 4/27/2019 | Park Lake | Natchez State Park | Adams | 450 |
| 4/27/2019 | Bear Pen Park Pond | Bear Pen Park | Bolivar | 250 |
| 4/27/2019 | Homochitto | Clear Springs Lake, Homochitto NF | Franklin | 500 |
| 5/4/2019 | Rodeo pond | Lake Lamar Bruce | Lee | 500 |
| 5/4/2019 | Trace small lake | Trace State Park | Pontotoc | 400 |
| 5/4/2019 | Airey Lake | Airey Lake, DeSoto NF | Stone | 500 |
| 5/4/2019 | Ivy Lake | Clarkco State Park | Clarke | 850 |
| 5/11/2019 | George Harrison Park  | Olive Branch | Desoto | 1200 |
| 5/11/2019 | Mayes Lake | LeFleur’s State Park | Hinds | 500 |
| 5/18/2019 | Carthage CAP | McMillian Park, Carthage | Leake | 725 |
| 5/18/2019 | Hatchery Pond | North MS Fish Hatchery, Enid | Yalobusha | 750 |
| 5/18/2019 | Lake Hazlehurst | Lake Hazle | Copiah | 250 |
| 5/25/2019 | Lake  | Lake Bill Waller | Marion | 1000 |
| 6/1/2019 | Turcotte Ponds | Turcotte Education Center | Madison | 1700 |
| 6/1/2019 | Marathon Lake | Bienville National Forest | Smith | 300 |
| 6/1/2019 | Coahoma Lake | Coahoma Co. Fairgrounds, Clarksdale | Coahoma | 200 |
| 6/1/2019 | Deer creek | Leland | Washington | 250 |
| 6/8/2019 |  Rodeo Ponds | Grenada Lake | Grenada | 1000 |
| 6/8/2019 | Neshoba Lake | Neshoba Lake | Neshoba | 2400 |
| 6/15/2019 | American Legion  | Houston | Chickasaw | 700 |
| 6/15/2019 | Puskus Lake | Puskus Lake | Lafayette | 250 |
| 6/22/2019 | Lake Perry |  Lake Perry | Perry | 400 |
| 6/22/2019 | Simpson Lake | Simpson Lake | Simpson | 300 |
| 7/10‐12/2019 | Lake Tangipahoa | Percy Quin Park | Pike | 400 |
| 8/24/2019 | Lake Shore Park | Barnett Reservoir | Rankin | 500 |
| 9/7/2019 | Campus Pond | MVSU Campus | Leflore | 400 |
| 9/7/2019 |  Park Pond | Bright Park | Rankin | 350 |
| 9/14/2019 | County farm lake | Gulfport | Harrison | 500 |
| 9/21/2019 | Turcotte Ponds | Turcotte | Madison | 1000 |
| 9/24/2019 | MVSU Pond | MVSU Campus | Leflore | 300 |
| 9/28/2019 | RecCon Lake | Mound Bayou | Bolivar | 450 |
| 10/5/2019 | Airpark Lake | Airpark Lake in Philadelphia | Neshoba | 400 |
| 10/12/2019 | Hiller Park Pond | Hiller Park, Biloxi | Harrison | 350 |
| 10/12/2019 |  Park Pond | Woodville City Park | Wilkinson | 550 |
| 10/26/2019 | Geiger Lake pond | Paul B Johnson State Park | Forrest | 450 |
| To Be Determined | To Be Determined | To Be Determined | To Be Determined | 925 |
| **Total Number Requested**  | 29000 |