



MISSISSIPPI DEPARTMENT of WILDLIFE, FISHERIES, AND PARKS

Lynn Posey, Executive Director

1505 Eastover Drive

Jackson, Mississippi 39211

(601) 432-2400

ISSUE DATE: November 14, 2022

SOLICITATION: Request for Quotes-Informal (RFQI)
RFX # 3140003320

CATEGORY: Services

PROJECT TITLE: Incentivized Invasive Carp Fishing

SERVICE LOCATION: Mississippi River
(Borders the State of Mississippi and from all waters in the Yazoo River Basin in Mississippi)

SUBMISSION DEADLINE: November 28, 2022, 2:00 p.m.

OPENING DATE/TIME: November 28, 2022, 2:00 p.m.

OPENING SITE: 1505 Eastover Drive, Jackson, Mississippi 39211

CONTACT INFORMATION: Leigh Washington
procurement@wfp.ms.gov
(601) 432-2008

MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS
REQUEST FOR QUOTES INFORMAL (RFQI)
INCENTIVIZED INVASIVE CARP FISHING

1. Purpose

The Mississippi Department of Wildlife, Fisheries & Parks (MDWFP) is seeking to establish a contract with a contractor to provide Incentivized Invasive Carp Fishing Services. It is understood that any contract resulting from RFX #3140003320 may require approval by the Public Procurement Review Board. If any contract resulting from RFX #3140003320 is not approved by the Public Procurement Review Board, it is void and no payment shall be made.

2. Scope of Services

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

3. Type of Contract

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

4. Compensation

The total compensation is contingent upon the number of awards and funding availability and past performance in accordance with the price referenced in **Attachment 1**.

*a. Reimbursement Documentation - Invasive Carp Fish Purchase Tickets (**Attachment 2**):*

Contractor invoices submitted for reimbursement must be accompanied by:

- (1) Invasive Carp Fish Purchase Tickets (**Attachment 2**) showing the total number (by species if possible) and total weight in pounds (by species if possible) of Invasive Carp,
- (2) the price per pound paid of at least 25 cents per pound,
- (3) the total price paid for per Invasive Carp Fish Purchase Ticket,
- (4) Name and phone number of the fisherman selling the Invasive Carp,
- (5) the date of purchase. Each Invasive Carp Fish Purchase Ticket must indicate only one location of harvest (Mississippi River or Yazoo River Basin with the water body name if known). The Invasive Carp Fish Purchase Tickets must be signed by both the fishermen and a Contractor employee attesting that all information on that ticket is accurate and true.

b. Reimbursement Documentation - Cancelled Checks:

Contractor invoices submitted for reimbursement must be accompanied by copies of cancelled checks written by the Contractor for all the Invasive Carp Fish Purchase Tickets submitted as reimbursement documentation. All the bank routing numbers and checking account numbers on the submitted check copies shall be redacted.

c. Verification of Fish Purchase Ticket Information:

MDWFP reserves the right to contact the fishermen named on the Invasive Carp Fish Purchase Tickets submitted by the Contractor to verify the information on the tickets prior to paying any request for reimbursement.

d. *MDWFP reimbursement to the Contractor will not be paid in full if any of the following occur:*

- (1) The total weight of Invasive Carp purchased on the reimbursement invoice does not match the total weight on all the accompanying submitted Invasive Carp Fish Purchase Tickets.
- (2) The total amount paid on all the cancelled checks does not match the total of all the payments listed on the submitted Invasive Carp Fish Purchase Tickets and the total amount paid on the reimbursement invoice.
- (3) The total amount paid on all the Invasive Carp Fish Purchase Tickets is less than the total pounds purchased multiplied by 25 cents per pound.
- (4) All three types of documentation (reimbursement invoice, all Invasive Carp Fish Purchase Tickets, and cancelled checks) are not submitted at the same time for reimbursement.
- (5) Reimbursement is sought for purchases of Invasive Carp from fishermen who do not have a valid Mississippi Freshwater Commercial Fishing License on the date of the sale.
- (6) Reimbursement is sought for any fish species purchased that are not Invasive Carp.
- (7) Reimbursement is sought for any Invasive Carp that are processed in any way prior to weighing and purchase.
- (8) Reimbursement is requested for Invasive Carp from any location that is not specified as the Mississippi River, Yazoo River Basin, or a lake name that is not in the Yazoo River Basin.
- (9) Reimbursement is requested for any Invasive Carp purchases made before the starting date of the contract with MDWFP.
- (10) Reimbursement is requested for any Invasive Carp purchases for which the Contractor has previously been reimbursed by the MDWFP.
- (11) Reimbursement is requested for Invasive Carp purchases for which the Contractor was reimbursed by any other state.
- (12) Reimbursement is requested by a Contractor for any Invasive Carp purchased from any other Contractor.

(13) Reimbursement is requested by a Contractor for any Invasive Carp purchased from fishermen who have previously sold the same fish to any Contractor or anyone else but which were retained by the fishermen for resale.

(14) Reimbursement is requested for any Invasive Carp purchases after the contract termination date.

e. Adjustment of Reimbursement Invoice Amounts:

MDWFP reserves the right to adjust the amount of any reimbursement requested that is in error, is incomplete, cannot be verified as accurate with the fishermen (see 4c), or is not in accordance with the reimbursement terms listed in 4d.

f. Contractors will submit fish purchase invoices to the MDWFP at the end of each month for fish purchased during that month or as soon as possible when they have all cancelled checks paid to fisherman.

g. All invoices for fish purchased shall be submitted in the same state fiscal year (July 1 – June 30) in which the fish were purchased.

h. Invoices shall not be honored if they contain fish purchased in two different state fiscal years.

5. Written Quotes

All quotes shall be in writing on **Attachment 4**.

6. Term

The term of the contract is anticipated to be January 1, 2023 through June 30, 2023.

7. Insurance

Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Contractor's personnel provided hereunder.

8. Communication

Vendor will coordinate all communications with MDWFP through Mr. Dennis Riecke, Fisheries Coordinator at 601-432-2207 or Dennis.Riecke@wfp.ms.gov. From the release of this RFQI until a contract is executed, Vendors shall not communicate with any MDWFP staff concerning the RFQI except by using the method described above. If the Vendor attempts any unauthorized communication, MDWFP reserves the right to reject the Vendor's quote.

8. Award

The contract will be awarded by written notice to the responsive and responsible vendor(s) whose quote meets the requirements and criteria set forth in this RFQI.

9.1 Notification

All participating vendors will be notified of the MDWFP's intent to award a contract. In

addition, MDWFP will identify the selected vendor(s). Notice of award is also made available to the public.

9.2 Multiple Awards

MDWFP reserves the right to make multiple awards.

9.3 Contract Management

If the Contractor fails to adhere to the services schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, the MDWFP will inform the Contractor, and the Contractor shall complete corrective action within twenty-four (24) hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, MDWFP may terminate the contract without further obligation to the Contractor. MDWFP will use the Contract Discrepancy Report which is attached hereto as **Attachment 3**.

- 10. Acknowledgment of Amendments.** Vendors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the quote, by identifying the amendment number and date in the space provided for this purpose on the quote form, or by letter. The acknowledgment must be received by the MDWFP by the time and at the place specified for receipt of quotes.
- 11. Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
- 12. Approval Clause.** It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
- 13. Availability of Funds.** It is expressly understood and agreed that the obligation of the MDWFP to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDWFP, the MDWFP shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDWFP of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 14. Compliance with Laws.** Contractor understands that the MDWFP is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or

any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

15. **E-Payment.** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305 *et seq.*
16. **E-Verification.** If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:
 - a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
 - b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
 - c. both. In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.
17. **Failure to Deliver.** In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.
18. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of

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

- 19. Indemnification.** To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.
- 20. Independent Contractor Status.** Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
- 21. Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

- 22. Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Agency:	For Contractor:
Lynn Posey, Executive Director	[Name, Title]
Mississippi Department of Wildlife, Fisheries, and Parks	[Contractor Name]
1505 Eastover Drive	[Address]
Jackson, Mississippi 39211	[City, State, Zip]

- 23. 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.
- 24. Procurement Regulations.** The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, MS 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.
- 25. 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.
- 26. 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.
- 27. 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*.
- 28. Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

29. Stop Work Order.

- a. *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- d. *Adjustments of Price:* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

30. Termination for Convenience.

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

31. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- e. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one (1) or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- f. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains

a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

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

- 32. 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.
- 33. 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.
- 34. Transparency.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79- 23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

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 p.m., November 28, 2022**, 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 (**Attachment 4**) 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 procurement@wfp.ms.gov (Include **RFX No. 3140003320** in the subject line) or mailed or hand delivered in an envelope clearly marked with the following information:

RFQI – Incentivized Invasive Carp Fishing
ATTN: Leigh Washington
Office of Procurement, Mississippi 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 (vendor) 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](#)
2. [Supplier Self-Service eLearning](#)



INCENTIVIZED INVASIVE CARP FISHING

The term "Invasive Carp" shall refer to any or all of the following fish species:

Silver Carp (*Hypophthalmichthys nobilis*), Bighead Carp (*Hypophthalmichthys molitrix*),

Black Carp (*Mylopharyngodon piceus*), Grass Carp (*Ctenopharyngodon idella*)

- Contractor pays fishermen a minimum price per pound of 25 cents per pound for Invasive Carp harvested from the Mississippi River where it borders the State of Mississippi and from all waters in the Yazoo River Basin in Mississippi.
 - The Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) will reimburse the Contractor 18 cents per pound upon the submission of a proper reimbursement invoice and the required invoice documentation.
- Contractor may purchase Invasive Carp harvested from any waterbody, but MDWFP will only reimburse the Contractor for Invasive Carp harvested from the specified water bodies stated above, and only when the Contractor pays at least 25 cents per pound.
- Contractor may pay less than 25 cents pound for Invasive Carp, but MDWFP will not reimburse them for any such purchases.
- Contractor may pay more than 25 cents per pound for Invasive Carp, but MDWFP will only reimburse them for 18 cents per pound for Invasive Carp purchased from the Mississippi River and the Yazoo River Basin.
- Contractor can refuse to buy any Invasive Carp that are delivered to them that do not meet their fish quality or condition requirements.
- Contractor shall only submit reimbursement invoices for purchases of Invasive Carp from fishermen possessing a valid Mississippi Freshwater Commercial Fishing License.

ATTACHMENT 2
Invasive Carp Fish Purchase Ticket

Contractor Name: _____

Contractor Contact Person (print): _____

Contractor Phone Number: _____

Fisherman Name (print): _____

Fisherman Phone Number: _____

Purchase Date: _____

Location of Invasive Carp Harvest (check only one) Mississippi River _____ Yazoo River Basin _____

Name of Waterbody in Yazoo River Basin (if known) _____

Species (if known)	Number of Invasive Carp (if known)	Pounds of Invasive Carp	Price Per Pound Paid	Total Amount Paid
Silver Carp				
Bighead Carp				
Grass Carp				
Black Carp				
Total Carp				

I hereby certify that all information listed on this Invasive Carp Fish Purchase Ticket is an accurate and true account of the sales transaction that occurred on this day between the Contractor and Fishermen listed below.

I hereby certify that the Invasive Carp listed above were weighed by the Contractor in the presence of the fishermen.

Contractor signature: _____

Fisherman signature: _____



RFX #: 3140003320

Incentivized Invasive Carp Fishing Services located at: _____

Date and Time of Service: _____

Report Date: _____

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

Name: _____ Signature: _____ Date: _____

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

Name: _____ Signature: _____ Date: _____

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

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____



RFX No. 3140003320

ATTN: LEIGH WASHINGTON
1505 EASTOVER DRIVE
JACKSON, MS 39211
TELEPHONE: 601.432.2008
EMAIL: PROCUREMENT@WFP.MS.GOV

FROM: NAME:
COMPANY:
ADDRESS:
CITY: ST: ZIP CODE:

DATE:
QUOTE #:
QUOTE EXPIRATION DATE:

By signing below, the Contractor has thoroughly read and understands the RFQI and Attachments thereto. Further, Contractor agrees to accept and adhere to the following:

- The Contractor meets all requirements and acknowledges all certifications contained in the Request for Proposals and Attachments thereto;
- The Contractor agrees to all provisions of the RFQI and Attachments thereto including, but not limited to, the Required Clauses to be included in any contract resulting from this RFQI;
- The Contractor will perform the services required at the prices indicated in **Attachment 1**;
- The Contractor represents that it possesses the applicable licenses and permits in accordance with state and federal health standards certified to perform Scope of Services (**Attachment 1**). As such, certifications must be kept current for the entire contract period;
- The Contractor must take possession and assume ownership of all Invasive Carp purchased from fisherman and cannot sell, return or give those fish to any fisherman or sell, give or transfer those fish to another Contractor;
- The Contractor must weigh Invasive Carp on a scale certified as accurate by a state certifying agency. Invasive Carp must be weighed whole and can be weighed at any location chosen by the Contractor (either in the field or at the processing plant). A Contractor must weigh the Invasive Carp in the presence of the fishermen selling the Invasive Carp. The initial total weight shall be the weight of the Invasive Carp in a weighing tote, which may contain water and ice, as the tote sits on the scale unsupported by any piece of equipment. The weight of the empty tote, and any ice and water it contained, will be weighed, and subtracted from the total initial weight to determine the total weight of Invasive Carp. The total weight of the Invasive Carp shall be the

weight the Contractor uses to pay the price per pound to the fishermen and this weight shall be recorded on the Invasive Carp Fish Purchase Tickets; and,

- The Contractor is required to provide Fishermen with a copy of all Invasive Carp Fish Purchase Tickets with the same total weight(s) shown on the scale before the Fishermen departs from the processing plant or weighing location. The Contractor will keep two (2) additional copies; one for their records and one for submittal to MDWFP for reimbursement.
- The Contractor understands that MDWFP will not comment on, address, or intervene in any dispute, disagreement, or conflict between the fishermen and the Contractor, such as but not limited to, refusal to accept Invasive Carp by the Contractor, the price paid by the Contractor, or any information contained on the Invasive Carp Fish Purchase Tickets

Having examined the specifications of this project, the undersigned proposes to perform as per specified for the price indicated in **Section 4**.

Signature of Authorized Official/Title
(No stamped signature)

Date