

**MISSISSIPPI FORESTRY COMMISSION  
660 North Street, Suite 300  
Jackson, MS 39202**

**RFx Number: 3160003236**

**SMART RFx NUMBER: 1451-20-R-IFBD-00002**

**NOTICE REQUEST FOR BIDS (IFB)**

The Mississippi Forestry Commission is requesting sealed bids at its office at 660 North Street, Suite 300, Purchasing Department, Jackson, MS 39202 for the following:

**Personal Service Contracts:  
Cogongrass Herbicide Treatment Contractors**

Responses may be received electronically at <http://portal.magic.ms.gov> or via sealed envelopes at the Mississippi Forestry Commission, 660 North Street, Suite 300, Purchasing Department, Jackson, MS 39202 until 10:00 A.M. Tuesday, December 10, 2019.

For non-registered vendors needing assistance to register in MAGIC, contact the MAGIC Help Desk at (601) 359-1343.

Instruction on how to be set up in Magic is on Page 2 of the solicitation.

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**November 2019**

**INSTRUCTIONS ON HOW TO SIGN UP FOR MAGIC**

To register in MAGIC as a vendor, here are the steps:

[www.dfa.ms.gov](http://www.dfa.ms.gov)

Direct Links

Vendor Services

MAGIC Vendor Services

State of Mississippi Supplier Registration – complete and submit online. If you need help with the product code just give me a call.

To register for Paymode (Direct Deposit/EFT), here are the steps:

[www.dfa.ms.gov](http://www.dfa.ms.gov)

Direct Links

Vendor Services

Paymode – join now (requires an email and password) – complete and submit online. The vendor has to complete this because it pertains to their banking information and no one at Forestry is to assist the vendor.

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**Personal Service Contracts:**  
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**GENERAL BID CONDITIONS:**

ALL BIDS SUBMITTED SHALL BE IN COMPLIANCE WITH ALL CONDITIONS SET FORTH HEREIN. THE BID PROCEDURES FOLLOWED BY THIS OFFICE WILL BE IN ACCORDANCE WITH THESE CONDITIONS. THEREFORE, ALL BIDDERS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A BID.

**1. PREPARATION OF BIDS**

1.1 Bids and/or Quotes may be submitted through the State of Mississippi's e-procurement system (MAGIC) or in person to the Mississippi Forestry Commission. Paper bids are allowed. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed, in ink, by the person signing bid.

1.2 To submit bids electronically, bidders must ensure they are registered in the MAGIC system and have received a login, password, and supplier number and that all technical requirements have been met.

1.3 If a bidder is unwilling or unable to participate through MAGIC, a Mississippi Forestry Commission representative can enter the Vendor's bid(s) manually (i.e. Surrogate bidding).

1.4 Bidders participating in person by surrogate bidding must so indicate in their response to the initial Invitation for bids.

1.5 Failure to examine any drawings, specifications, and instruction will be at bidder's risk.

1.6 Price each item separately. Unit prices shall be shown. Bid prices must be net.

1.7 It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the bidder.

1.8 Bidders must furnish all information requested in the bid specifications. Further, when required each bidder must submit for bid evaluation cuts, sketches, descriptive literature and technical specifications covering the product offered. Reference to literature submitted with a previous bid or on file with the Mississippi Forestry Commission will not satisfy this provision.

1.9 Samples of items, when requested, must be furnished free of expense, and if not destroyed in testing will, upon request, be returned at the bidder's expense. Request for

the return of samples must be made within ten (10) days following opening bids. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, State of Mississippi commodity number, bid number and item reference.

1.10 Time of performance. The number of calendar days in which delivery will be made after receipt of order shall be indicated in the bid specifications.

## 2. SUBMISSION OF BIDS

2.1 When submitting a bid electronically, the authorized signature may be typed or be an electronic signature.

2.2 Bids and modifications or corrections received after the closing time specified will not be considered.

2.3 Bidders submitting paper responses should submit responses to the Mississippi Forestry Commission by the response deadline.

## 3. ACCEPTANCE OF BIDS

3.1 The Mississippi Forestry Commission reserves the right to reject any and all bids, to waive any informality in bids and unless otherwise specified by the bidders, to accept any items on the bid. The Mississippi Forestry Commission reserves the right to modify or cancel in whole or in part any Invitation for Bids.

If a bidder fails to state the time within which a bid must be accepted, it is understood and agreed that the Mississippi Forestry Commission shall have 60 days to accept.

## 4. ERROR IN BID

4.1 In case of error in the extension of prices in the bid, the unit price will govern. NO bid shall be altered or amended after the specified time for opening bids.

## 5. AWARD

5.1 Contracts and purchases will be made or entered into with the lowest responsible bidders meeting specifications, except as otherwise specified in the bid specifications.

**Due to time restraints on when the herbicides can be applied this will be a multiple award to different contractors. No less than Four (4) contractors will be selected by the lowest responsible bid process.**

## 6. INSPECTION

6.1 Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship.

Rejected material shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Mississippi Forestry Commission or any subdivision thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials

or supplies not conforming to the specification, payment therefore may be made at a proper reduction in price.

## 7. TAXES

7.1 The State is exempt from federal excise taxes and state and local sales or use taxes and bidders must quote prices which do not include such taxes. Exemption certificates will be furnished upon request.

## 8. BIDDERS

8.1 Bidding by state employees is prohibited. It is unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise equipment or material, or similar commodity to the State of Mississippi during the tenure of his or her office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the State.

## 9. BID INFORMATION

9.1 Bid information and documents may be examined pursuant to the Mississippi Public Records Act of 1983, MS Code 25-61-1 et seq.

## 10. DEFINITIONS

10.1 The use of the word agency in any Bid Invitation solicitation or specification shall be intended to mean state agencies only.

## 11. PRECEDENCE

11.1 Bids shall be made and the contract shall be entered into in accordance with the General Conditions as hereinafter amended and modified. Should a conflict exist between the General Conditions and the Instructions and Special Conditions, the Instructions and Special Conditions shall take precedence.

## 12. WAIVER

12.1 The Mississippi Forestry Commission reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the State.

## 13. CANCELLATION

13.1 Any contract or item award may be canceled with or without cause by the Mississippi Forestry Commission with the giving of 30 days written notice of intent to cancel. Cause for the Mississippi Forestry Commission to cancel may include, but is not limited to, delivery on time and/or no notice of delay in delivery time. Should the contract be canceled by the Mississippi Forestry Commission for failure to perform, the contractor will be disqualified from bidding for a period of twenty-four (24) months. The contractor may cancel a contract for cause with a thirty (30) day written notice of intent to cancel. In the event of cancellation of contract for any cause, whether failure to perform or cancellation by contractor, the Mississippi Forestry Commission will proceed to the next lowest vendor.

## 14. NONRESPONSIVE BIDS

14.1 Nonresponsive bids will not be considered. A non-responsive bid is considered to be a bid that does not comply with the minimum provisions of the specification. Any

bidder found to repeatedly offer alternate products that are not compliant with specifications in an attempt to obtain a contract on the basis of pricing only will be disqualified from bidding for a period of 24 months.

#### 15. SPECIFICATION CLARIFICATION

15.1 It shall be incumbent upon all bidders to understand the provisions of the specifications and to obtain clarification prior to the time and date set for the bid opening. Such clarification will be answered only in response to a written request.

#### 16. PRE-QUALIFICATION PROCESS

16.1 The purpose of the IFB is to advertise the competitive procurement for solicitation of formal bids from potential bidders. The Mississippi Forestry Commission will be responsible for defining product categories, adding bidders, and publishing all bid related documents to the procurement portal. Once the responses have been received and the Opening Date has been reached, the Mississippi Forestry Commission will review the submissions to qualify bidders and determine a vendor to award contract to.

16.2 The Invitation for Bids shall be advertised in accordance with Section 3.106.05.4 of the Mississippi Procurement Manual. The Mississippi Forestry Commission shall advertise for 14 consecutive days in accordance with Section 31-7-13(c) (i) (1) of the Miss. Code Ann. Responses to the IFB will be due on the 8th working day after the last day of advertisement.

16.3 Responses to the IFB will be reviewed by the Mississippi Forestry Commission for responsiveness to specifications. Price quotes received will be evaluated in conjunction with other market research to determine the starting price for the Auction.

16.4 The Mississippi Forestry Commission will accept bidder responses in MAGIC who have qualified meeting RFx specifications. Bidders not meeting specifications will not be accepted.

16.5 It is requested that bids be submitted on the basis of statewide distribution. Contractors must maintain adequate distribution capabilities and adequate stock of all items to insure prompt delivery.

#### 17. STATEWIDE BIDDING

17.1 It is requested that bids be submitted on the basis of statewide distribution. Contractors must maintain adequate distribution capabilities and adequate stock of all items to insure prompt delivery.

#### 18. FIRM BID AMOUNT

18.1 Prices accepted from bidder submissions shall be firm for the term of the contract except that the State shall receive the benefit of any price decrease in excess of five (5) percent. The contractor must provide written price reduction information within ten (10) days of its effective date.

#### 19. CONTRACT EXTENSION

19.1 Automatic contract renewals or extensions are not allowed. Contracts must be extended or renewed with the proper documents signed or approved by the

Mississippi Forestry Commission.

19.2 The Mississippi Forestry Commission reserves the right to extend the term of a contract, when necessary, to continue a source of supply whenever new or replacement contracts are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Contractor and shall not exceed three (3) months.

## 20. SUSPENSION AND DEBARMENT

20.1 By submitting a bid, the bidder is certifying that neither the bidder nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in federal assistance programs.

## 21. ASSIGNMENT

21.1 The Contractor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the Mississippi Forestry Commission.

## 22. INDEMINIFICATION

22.1 Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives 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 attorneys' fees, arising out of or caused by Contractor's 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 liable for all reasonable 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.

## 23. FORCE MAJEURE

23.1 If the Mississippi Forestry Commission is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all bidders, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. The Mississippi Forestry Commission shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the Mississippi Forestry Commission as a result of a Force Majeure

Event. Each bidder shall be required to ensure the delivery and receipt of its bid by the Mississippi Forestry Commission prior to the new date and time of the live auction or bid opening.



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**Personal Service Contracts:**  
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**MFC SPECIFICATIONS:**

**1. SCOPE OF WORK:**

**CONTRACTOR RESPONSIBILITY:**

**Contractors shall be required to prove proficiency in the Trimble Forestry Mobile-MFC Invasive Species Application.**

**A. HERBICIDE SPRAY APPLICATION-Contractor shall be responsible for foliar application of herbicide to invasive weeds with a wand style spray nozzle, NO BOOM TYPE spray rigs shall be used.**

1. The Contractor shall be required to assume responsibility for all services which are to be provided by Contractor under this contract. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

2. Contractor shall apply herbicide compounds mixed with water as prescribed by the MFC.

3. Contract agrees that all chemical handling and applications shall be made in compliance with, but not limited to, all applicable Environmental Protection Agency rules and regulations, and as per the manufacturer's label, as well as all rules and regulations of the State of Mississippi.

**B. CARRIER:** Water will be the carrier for the applications and shall be provided by the Contractor. Water will be clean, free of particulate matter and within a suitable pH per manufacturer's label.

1. The Contractor will furnish an adequate water supply. An adequate water supply may not be available at the application area. The herbicides shall be mixed by the Contractor. In most cases, the mixing will be done the morning of the spraying. Mixed material shall be sprayed within 72 hours. Mixed herbicides should not be stored beyond the limits described on the label.

**C. CLEAN-UP AND HANDLING OF HERBICIDES:**

1. Any leaks and/or spills shall be the immediate responsibility of the Contractor to clean up and dispose of according to State laws and regulations. Transferring of herbicide from containers to mix tank and from mix tank to spray tank shall be done in a manner to eliminate spills and leaks. All spills, large or small, shall be cleaned up.

D. CHEMICAL SPILLAGE: The Contractor will be responsible for keeping chemical spillage cleaned up during and after completion of the project. This includes, but is not limited to, spillage associated with chemical transportation or loading operations.

1. The Contractor shall notify the Contract Supervisor of any spilled chemical and take immediate action to contain, neutralize, or isolate spilled chemicals as directed by the chemical manufacturer's instructions and all applicable State and Federal laws, rules and regulations.

2. If the Contractor fails to promptly or adequately clean up any chemical spills, the MFC may take whatever action is deemed necessary to contain, neutralize, or isolate the spillage. The MFC will have the option of either billing the Contractor directly for the costs incurred in abating the spillage, deducting costs from the contract payment, or any combination of these methods.

3. Contractor has NO LIMITATION OF LIABILITY regarding CHEMICAL SPILLAGE.

#### E. SAFETY INFORMATION

1. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies (including chemicals).

2. In order to protect life and health and to prevent damage in the performance of the contract, the Contractor and his employees will use due diligence in preventing accidents. The Contractor will maintain a record of all cases of death, injury, or disease arising out of work under this contract. The record will be available upon call of the MFC.

3. All equipment and materials used in the performance of this Contract must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Contractor must possess all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

4. Contractor guarantees that all items meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

#### F. PERSONNEL

1. Contractor shall furnish experienced, properly licensed personnel for transporting, mixing, and applying herbicides.

2. The MFC reserves the right to bar from work on the project any Contractor personnel who, in the opinion of the Contract Supervisor, violated contract terms, or is unsafe, or otherwise unsatisfactory.

#### G. TECHNICAL SPECIFICATIONS:

Unless stated otherwise, all work performed shall conform to that commonly performed in the forestry and weed management profession and by the MFC.

## H. SPECIAL REQUIREMENTS

1. The MFC will provide herbicide in approved designated containers. Contractor shall be responsible for disposing of herbicide containers following all procedures which apply in accordance with federal and state regulations. The MFC will determine the ratios, rates, and methods of application for each infestation.
2. Application of Herbicide shall be at locations specified by the MFC.
3. The Contractor shall be responsible for HAVING ALL NECESSARY EQUIPMENT for applying herbicide in accordance with MFC instructions, and maintaining travel and application logs. Other documentation, or record keeping, may be required by the MFC, as this project develops and the Contractor shall be required to comply with the MFC in this regard as well.
4. Upon, or during, application of herbicides the MFC reserves the right to inspect the infestation for compliance to specifications; any deviation from the application specifications will cause rejection of application. The MFC will allow for the correction of deviations, but payment shall not be made until re-inspection and approval.
5. **Contractor MUST deploy Two-Person Crews, no One-Person herbicide application operations shall be allowed.**
6. LICENSES, PERMITS & FEES: The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract. Contractor shall be licensed with the State of Mississippi, Commercial Pesticide Applicators Certification, for the entire term of this contract.
7. ITEMS TO BE FURNISHED BY THE CONTRACTOR
  - A. The Contractor shall furnish all labor, equipment, supervision, transportation, materials, and incidentals necessary to satisfactorily complete this contract including all safety equipment required by current laws and regulations.
  - B. The Contractor will also provide all bilingual (English and the principal language of the crewmembers) supervisory personnel.
8. ITEMS TO BE FURNISHED BY THE MFC
  - A. One (1) Contract Supervisor to acquaint the Contractor with each area to be worked and to conduct periodic field inspections.
  - B. Copies of administrative maps and project map(s).
  - C. Herbicide compounds (that must be mixed with water for final application)
  - D. Travel and application logs.

9. TRASH CLEANUP: The Contractor shall be responsible for picking up and properly disposing of all trash generated as a result of this contract at the end of each day.

10. FIRE PREVENTION RESPONSIBILITY

A. The Contractor shall not build any open fires at any time of the year on the areas affected by the contract without first obtaining written permission from the State.

B. Fire spreading through the result of the Contractor's operation or employees' actions shall be the liability of the Contractor.

2. **References:** The bidders must provide the Mississippi Forestry Commission a copy of references showing past experience with working as a Congongrass Herbicide Treatment Contractor, all certifications for herbicide applications and working within Federal Grants guidelines.
3. **Bid Winner:** The Mississippi Forestry Commission will determine the bid winners with the lowest responsible bidder meeting specifications. The qualifications and references of the bidder will be a major factor in determining the lowest responsible bidder. **Due to time restraints on when the herbicides can be applied this will be a multiple award to different contractors. No less than Four (4) contractors will be selected by the lowest responsible bid process.**

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**Personal Service Contracts:  
Cogongrass Herbicide Treatment Contractors**

**Bid Form**

**Company Name:**

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**Address:**

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**Contact Person:**

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**Phone Number:**

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**Email address:**

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**On Company Letterhead please provide the following information and attach to this form and returned to the purchasing department of the MS Forestry Commission:**

**Any and all fee broken down per category (ex. Travel, personnel and all other fees, Hourly or total)**

**RFx Number: 3160003236**