



## The Mississippi Forestry Commission, Invasive Plant Control Program

### Invitation to Submit bids for Herbicide Application

May 12, 2015

**Bid Submission Due: June 3, 2015 at 02:00 PM CDT**

#### INTRODUCTION

The purpose of this Invitation is to offer equal opportunity to qualified Herbicide Applicators to submit bids to apply herbicide compounds in Wayne, Clark, Lauderdale, Smith, Jasper, Scott, Rankin and Newton Counties, Mississippi (other counties may be added should the need arise and/or funds become available) for Cogongrass suppression. Estimated area to be treated is 349 acres, more or less, occurring in approximately +/-2,600 infestations.

The Mississippi Forestry Commission, Invasive Plant Control Program invites you to submit sealed bids for the following:

#### SPECIFICATIONS

HERBICIDE APPLICATION SERVICES-for foliar application of designated herbicides to Cogongrass infestations, using the following application methods or roles:

- 1.) Manual backpack spraying
- 2.) ATV spraying
- 3.) Pick-up Truck with "slide-in" or bed mounted rig spraying

The MFC will provide the herbicide in approved designated containers. The MFC will determine the ratios, rates, and methods of application for each infestation. The successful applicator/s WILL BE RESPONSIBLE FOR: HAVING ALL NECESSARY EQUIPMENT for applying herbicide in accordance with MFC instructions, maintaining travel and application logs, and, following all procedures which apply to disposing of herbicide containers in accordance with regulations. Other documentation, or record keeping, may be required by the MFC, as this project develops and the successful applicator/s will be required to comply with the MFC in this regard as well.

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. The Contractor will furnish an adequate water supply. An adequate water supply may not be available at the application area. The herbicides shall be batch mixed by the Contractor prior to the scheduled start of the days spraying. 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.

To facilitate an orderly, economic, fair and transparent business relationship the MFC will pay a mileage rate for ONE (1) "Normal" VEHICLE (such as a pick-up truck) for daily operations, which shall be the standard "Federal Rate", currently \$0.575 per mile. This rate may be subject to change if Federal Guidelines change.

The mileage rates shall take effect when a vehicle is NO MORE THAN Sixty (60) miles from the first treated infestation of the workday and the mileage rates shall cease when a vehicle is NO MORE THAN Sixty (60) miles from the last infestation treated at the close of the workday.

**Daily hourly and mileage rates, which shall be considered "Normal", are for ONE (1) "normal" VEHICLE and ONE (1) EMPLOYEE or TWO (2) EMPLOYEES. The application hourly rate paid will be for ONE (1) EMPLOYEE or TWO (2) EMPLOYEES during ACTUAL TIME APPLYING HERBICIDE ON WORK SITE, but NOT DURING TRAVEL.**

## **SPECIAL REQUIREMENTS**

1. Applicators are advised to familiarize themselves with all federal, state, and local laws, rules, regulations and codes and adhere to same. Applicators must be certified by the State of Mississippi (**Commercial Pesticide Applicators Certification**) before submitting a bid. Please attach a copy of your current certification with the bid. If you are not certified, you can contact the Mississippi Department of Agriculture and Commerce, Bureau of Plant Industry, P.O. Box 5207, Mississippi State, MS 39762 Telephone: 662.325.7763 / Fax: 662.325.8397.  
[http://www.mdac.state.ms.us/n\\_library/departments/bpi/bpi\\_pesticide\\_cert.html](http://www.mdac.state.ms.us/n_library/departments/bpi/bpi_pesticide_cert.html)
2. Applicators are required to have in effect at the time of the bid opening insurance in the following amounts:
  - a. Workmen's Compensation-Statutory limit
  - b. General Liability-\$1,000,000 per occurrence
  - c. Auto Liability-\$1,000,000 per occurrenceThe successful applicator/s must include the MFC on all applicable insurance policies as "Specifically Insurance".
3. The successful applicator/s WILL BE RESPONSIBLE FOR: HAVING ALL NECESSARY EQUIPMENT for applying herbicide in accordance with MFC instructions, maintaining travel and application logs, and, following all procedures which apply to disposing of herbicide containers in accordance with regulations.
4. Water will be the carrier for the applications and shall be provided by the successful applicator/s. Water will be clean, free of particulate matter and within a suitable pH per manufacturer's label. The successful applicator/s will furnish an adequate water supply.
5. ELIGIBLE WORKERS. The successful applicator/s shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
6. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise there from, either directly or indirectly.
7. BUY AMERICAN ACT. Federal law requires that any equipment and products purchased with federal funds be, to the extent practicable, American-made.
8. The successful applicator/s shall be required to enter into a contract for services with the MFC.
9. Applicator/s shall provide DUNS # if available.
10. Term of Contract - July 1, 2015 until December 31, 2015 (subject to approval of Mississippi Personal Service Contract Review Board).

**TERMS AND CONDITIONS**

**The MFC RESERVES THE RIGHT TO REJECT ANY, OR ALL, BIDS, AND to ACCEPT ONE OR MORE BIDS and enter into contracts with ONE OR MORE APPLICATORS.**

All bids shall be submitted on attached bid forms. No oral, telegraphed, telephone or fax of the bid will be considered. Stamped or facsimile signatures will not be accepted. ORIGINAL BIDS MUST BE SUBMITTED TYPED OR WRITTEN IN INK and MUST BE SIGNED OR THEY CANNOT BE ACCEPTED.

Alternate bids, unless specifically requested by the MFC, CANNOT BE ACCEPTED.

The MFC is exempt from federal excise taxes and local and state sales or use taxes. Therefore, all applicators must bid prices that do not include such taxes. Exemption information will be furnished on request.

**For questions prior to the bid opening regarding technical specifications:**

**CONTACT PERSON:** Jim Hancock  
Phone: 601-720-0238  
E-mail: [jhancock@mfc.state.ms.us](mailto:jhancock@mfc.state.ms.us)

**All bids shall be received by the Mississippi Forestry Commission at the address below**

**MAILING ADDRESS:** Mississippi Forestry Commission  
Purchasing Department  
660 North St.  
Suite 300  
Jackson, MS 39202  
**Attention: COGONGRASS: SEALED HERBICIDE APPLICATION BID ENCLOSED**

**DELIVERY ADDRESS:** Mississippi Forestry Commission  
Purchasing Department  
660 North St.  
Suite 300  
Jackson, MS 39202

**Contact regarding bid delivery: Rebekah Olander, Purchasing Chief (601) 359-2830 office**

**All bids shall be sealed and shall reach the above address no later than the below listed date and hour, at which time they will be publically opened, read aloud and tabulated. Bids received after the designated time WILL NOT BE CONSIDERED and will be returned UNOPENED. The successful applicator/s will be selected with in twenty-four (24) hours of the bid opening.**

**BID DUE DATE and TIME:**

**Sealed bids must be received by the Mississippi Forestry Commission, Purchasing Department, 660 North St. Suite 300, Jackson, MS 39202; NO LATER than June 3, 2015 at 02:00 PM CDT**

The MFC reserves the right to accept, or reject, any or all bids, to seek clarification of any point from any applicator, to waive any informality in bids and unless otherwise specified by applicator, to accept any items on the bids. The MFC further reserves the right to accept one or more bids and enter into contracts with one or more Applicators.

Contracts and purchases will be entered into with the lowest/best bid/s meeting the specifications.

All purchases, herein, by the MFC are dependent upon the availability of Federal funds.

All applicators are invited to attend the bid opening. Bid openings shall be conducted open to the public. However, they will serve only to open bids. No discussion will be entered into with any applicator as to the quality or provisions of the specifications, and no award will be made, either stated or implied, at the bid opening. After the close of the bid opening, the bids will be considered to be in the "evaluation process" and will not be available for review by the applicators. Questions will not be answered as a result of telephone inquiries. A notice of award will be mailed to all applicators.

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. (The following clause, or one substantially similar, shall be required in RFP's or IFB's which seek multi-term contractual agreements.)

AVAILABILITY OF FUNDS - It is expressly understood and agreed that the obligation of the [State] 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 [State], the [State] 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 [State] of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ACKNOWLEDGMENT OF AMENDMENTS -Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the [agency] by the time and at the place specified for receipt of bids.

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. Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

**COMPLIANCE WITH LAWS** - Contractor understands that the [State] 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. (Language substantially similar to the following clause shall be inserted in all RFP's and IFB's seeking contracts which require PSCRB approval.)

**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. Miss. Code Ann. § 31-7-305 (1972, as amended).

**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. Miss. Code Ann. §§ 71-11-1 et seq. (1972, as amended). 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) 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 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.

**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.

**PROCUREMENT REGULATIONS** - The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspsb.ms.gov>.

**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/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**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 Personal Service Contract Review Board Rules and Regulations.

**STOP WORK ORDER** - (1) 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: (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 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 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. (4) 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.

**TRANSPARENCY** - This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq., (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 et seq. (1972, as amended). 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.

**POST-AWARD VENDOR DEBRIEFING** -Agencies are encouraged to exchange information with vendors in an effort to build and strengthen business relationships and improve the procurement process between vendors and the State. To further this effort, agencies shall establish vendor debriefing procedure(s) and inform vendors at the time of procurement of the right to request a debriefing. At a minimum, debriefing should occur within five (5) business days after the vendor request and prior to submission of the contract packet to the PSCRB. Agencies shall submit with the contract approval request, documentation signed by their agency head or his or her designee, reporting the number of vendor debriefings requested and conducted. This information may be included as part of the protest correspondence required in Section 7-111 (Protest Documents).

**Debriefing Request** - 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 the agency within three (3) business days of notification of the contract award. 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 must notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

**When Debriefing Should Be Conducted** - Unless good cause exists for delay, the debriefing should occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to the agency. The Procurement Officer or designee should chair the meeting, and where practicable, include other staff with direct knowledge of the procurement.

**Information To Be Provided** - At a minimum, the debriefing information shall include the following:

(1) The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid or proposal, if applicable; PSCRB Rules and Regulations Manual Page 104 Effective Date 1/16/2015 (2) The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor; (3) The overall ranking of all vendors, when any ranking was developed by the agency during the selection process; (4) A summary of the rationale for award; and, (5) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

**Information Not To Be Provided** -The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid or proposal with those of other offering vendors. Moreover, the debriefing agency shall not reveal any information prohibited by law and/or the following:

- (1) Trade secrets as identified by the offering vendor claiming the trade secrets;
- (2) Privileged or confidential manufacturing processes and techniques as identified by the offering vendor claiming the privileged or confidential information;
- (3) Commercial and financial information that is privileged or confidential, to include an offering vendor's cost, breakdowns, profit, indirect cost rates, and similar information as identified by the offering vendor claiming the privileged or confidential information; and/or,
- (4) The names of individuals providing reference information about any vendor's past performance.

**Statement In The Solicitation** -The agency shall include in each solicitation a statement that vendor debriefing is available and the information described in Section 7-112.03 may be disclosed during post-award debriefing.

**Summary** - An official summary of the debriefing shall be included in the contract file.

**Pre-Award Vendor Debriefing** -Nothing in these regulations requires or prohibits pre-award vendor debriefing.

**BID FORM-Page 1 of 2 - bids must be submitted on this form.**

**NOTE: COPIES of LICENSE AND CERTIFICATION AND PROOF OF INSURANCE MUST BE ATTACHED**

Application of Herbicide shall be at a location or locations specified "as needed" by the MFC in Wayne, Clark, Lauderdale, Smith, Jasper, Scott, Rankin and Newton Counties, Mississippi (other counties may be added should the need arise and/or funds become available).

The MFC will provide the herbicide in approved designated containers. The MFC will determine the ratios, rates, and methods of application for each infestation. The successful applicator/s **WILL BE RESPONSIBLE FOR: HAVING ALL NECESSARY EQUIPMENT** for applying herbicide in accordance with MFC instructions, maintaining travel and application logs, and, following all procedures which apply to disposing of herbicide containers in accordance with regulations. Other documentation, or record keeping, may be required by the MFC, as this project develops and the successful applicator/s will be required to comply with the MFC in this regard as well.

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. The Contractor will furnish an adequate water supply. An adequate water supply may not be available at the application area. The herbicides shall be batch mixed by the Contractor prior to the scheduled start of the days spraying. 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.

Payment will be made within forty-five (45) days, following application. All purchases by the MFC are dependent upon the availability of Federal funds.

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 with cause the rejection of application. The MFC will allow for the correction of deviations, but payment shall not be made until re-inspection and approval.

The MFC RESERVES THE RIGHT TO REJECT ANY, OR ALL, BIDS, AND to ACCEPT ONE OR MORE BIDS and enter into contracts with ONE OR MORE APPLICATORS.

Term of Contract - July 1, 2015 until December 31, 2015 July 1, (subject to approval of Mississippi Personal Service Contract Review Board).

The MFC will pay a mileage rate for ONE (1) VEHICLE for daily operations, which shall be the standard "Federal Rate", currently \$.575 per mile. This rate may be subject to change if Federal Guidelines change. The mileage rate shall take effect when the vehicle is NO MORE THAN Sixty (60) miles from the first treated infestation of the workday and the rate shall cease when the vehicle is NO MORE THAN Sixty (60) miles from the last infestation treated at the close of the workday. Other vehicle rates will apply as aforementioned herein, with PREAPPROVAL.

**BID- HOURLY HERBICIDE APPLICATION RATES** –This bid should reflect the hourly rate paid during **ACTUAL TIME APPLYING HERBICIDE ON WORK SITE**, NOT DURING TRAVEL. Multiple employee hourly rates will apply as aforementioned herein, with PREAPPROVAL.

**NOTE: COPIES of LICENSE AND CERTIFICATION AND PROOF OF INSURANCE MUST BE ATTACHED**

**BID FOR EITHER OPTION OR BOTH OPTIONS**

**Single person crew**

- 1.) Manual backpack spraying.....\$\_\_\_\_\_ per Hour
- 2.) ATV spraying.....\$\_\_\_\_\_ per Hour
- 3.) Pick-up Truck with "slide-in" or bed mounted rig spraying....\$\_\_\_\_\_ per Hour

**Two person crew**

- 1.) Manual backpack spraying.....\$\_\_\_\_\_ per Hour
- 2.) ATV spraying.....\$\_\_\_\_\_ per Hour
- 3.) Pick-up Truck with "slide-in" or bed mounted rig spraying....\$\_\_\_\_\_ per Hour

Name of Company: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

**PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES** -The prospective contractor herein, represents that it **has / has not** (please circle the appropriate answer) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Authorized Representative: \_\_\_\_\_ (print) Title: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number/s: \_\_\_\_\_

Fax Number/s: \_\_\_\_\_

Email Address: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Certification Attached:    Yes        No        (circle one)