MISSISSIPPI DEPARTMENT OF CORRECTIONS

Jackson, Mississippi 39202

INVITATION TO BID

MS DEPT. OF CORRECTIONS
PURCHASING DEPARTMENT
633 N STATE STREET
JACKSON, MS 39202
PHONE: (601) 359-5606

BID NO. 15-014 **AGRICULTURAL CHEMICALS**	**BIDS WILL BE OPENED** **February 4, 2015 @ 10:00 A.M.**

GENERAL CONDITIONS

Prices must be entered ONLINE IN MAGIC, WITHIN INDICATED FIELDS.

1. PRICES, TERMS AND PAYMENT: Firm prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein.

(a) TAXES: Mississippi Department of Corrections is a tax exempt entity. Our tax exemption number is 64-74-0123-K.

(b) DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

(c) MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and service. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

(d) CONDITIONS AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of the bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(e) SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabric Occupational Safety and Health Act and any standards thereunder.

f) INVOICING AND PAYMENT: The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any as provided. Invoices shall contain in the contract number, purchase order number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoice for payment.

(g) ANNUAL APPROPRIATIONS: It shall be understood that any contracts entered into as a result of this bid that shall be in effect subsequent to June 30 of any calendar year is subject to the terms of the non-appropriation clause. This clause provides that any contract which extends past June 30 of any calendar year may be canceled for lack of funds. If this should become necessary MS Department of Corrections is not obligated to order or pay for any item which is not covered by a purchase order dated prior to June 30.

2. DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday unless otherwise specified.

3. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms an conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment form attests to this.

4. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:
Any manufacturers' name, trade names, information and/or catalog numbers listed in specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). **MEASUREMENTS:** Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number Bidder shall submit with his bid, cut sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The State of Mississippi reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in compliance with the specifications as listed on the bid form. The purchaser is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c)construction. However, changes shall not be binding upon the State unless evidenced by a Change of Notice issued and signed by the State.

5. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than five (5) days prior to the bid opening must reference the date of bid opening and bid number.

6. AMBIGUOUS BIDS: Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded.

7. AWARDS: As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable MS Statutes.

8. SAMPLE: Samples of items, when called for, must be furnished free of expense on or before bid opening time and date, and if not destroyed may upon request be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within 90 days after bid opening date. If instructions are not received within this time, the commodities shall be
disposed of by the MS Department of Corrections. Bidder should be aware that in the process of evaluation, samples may be severely damaged. If this
occurs, the MS Department of Corrections is not responsible to the vendor for reimbursement.

9. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications. The data derived from any tests for compliance with specifications are public records and open to examination. Items delivered not conforming to specifications will be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all reprocurement costs may be charged against the defaulting contractor. Any violation of these stipulations will also result in:
(a) Suppliers name being removed from the vendor mailing list.
(b) The State Office of Purchasing and Travel shall be notified of such action taken.

10. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing an collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
b) Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports, in writing, within 5 days of delivery, requesting that the carrier inspect the damaged merchandise.
c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

11. SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacement that will be provided during and subsequent to this contract. Bidder must explain on an attachment sheet to what extent warranty and service facilities are provided.

12. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expense for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the bidder.

13. ASSIGNMENT: Any purchase order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Ordering Agency.

14. LIABILITY: The supplier shall hold and save the State of Mississippi, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

15. FACILITIES: The State reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

NOTE: Any and all special conditions and specifications attached hereto which vary from these general conditions shall have precedence.

INVITATION TO BID

AGRICULTURAL CHEMICALS

The Mississippi Department of Corrections request prices on
the following list of Farm Chemicals for Agency Contract.
The Contract period will be from January 1, 2015 thru December 31, 2015.

Chemicals are to be supplied by the lowest and best bidder
on an as needed basis.

ITEM	DESCRIPTION	BID PER	UNIT PRICE	TOTAL PRICE
	HERBICIDES			
1	24-D AMINE, 2.5 GAL	GAL		
2	24-D AMINE, 30 GAL DRUM	GAL		
3	ACCENT, 10 OZ BOX	OZ		
4	ACURON	GAL		
5	AIM EC, QT	QT		
6	ASSURE I I, GAL	GAL		
7	ATRAZINE 4L, 2.5 GAL	GAL		
8	ATRAZINE 4L, BULK	GAL		
9	AXIUM DF	LB		
10	BASAGRAN, 2.5 GAL	GAL		
11	BICEP II MAGMUM, MINI BULK	GAL		
12	BICEP II MAGNUM, 2.5 GAL	GAL		
13	BLAZER, 2.5 GAL	GAL		
14	BROADHEAD 70DF	LB		
15	CALLISTO, 1 GAL	GAL		
16	CANOPY EX, OZ	OZ		
17	CAPRENO	GAL		
18	CIMMAON PLUS	OZ		
19	CLARITY/BANVEL, 2.5 GAL	GAL		
20	CLASSIC	OZ		

ITEM	DESCRIPTION	BID PER	UNIT PRICE	TOTAL PRICE
21	CLETHODIM 2 EC	GAL		
22	COMMAND	GAL		
23	CORNERSTONE	GAL		
24	CURBIT 3 EC	GAL		
25	DEVRINOL 50 DF	GAL		
26	DIURON DF OR DG	LB		
27	DUAL II MAGNUM, 2.5 GAL	GAL		
28	ENVIVE	PKG		
29	EPTAM 7E, 2.5 GAL	GAL		
30	FACET 75 DF	LB		
31	FIERCE	LB		
32	FINESSE	OZ		
33	FINESSE GRASS & BROADLEAF	OZ		
34	FIRSTSHOT SG	OZ		
35	FLEXSTAR	GAL		
36	FUSILADE DX, 1 GAL	GAL		
37	GANGSTER	PKG		
38	GLYPHOSATE (4#/GAL) W/SURFACTANT, 2.5 GAL	GAL		
39	GLYPHOSATE (4#/GAL) W/SURFACTANT, 30 GAL DRUM	GAL		
40	GLYPHOSATE (4#/GAL) W/SURFACTANT, MINI BULK	GAL		
41	GRAMOXONE INTEON, 2.5 GAL	GAL		
42	GRAMOXONE INTEON, 30 GAL DRUM	GAL		
43	HALEX GT	GAL		
44	HALOMAX	OZ		
45	HARMONY GTXP	GAL		
46	HERBIVORE	OZ		
47	HOELON 3EC, 2.5 GAL	GAL		
48	IGNITE 280	GAL		
49	INTEGRITY	GAL		

ITEM	DESCRIPTION	BID PER	UNIT PRICE	TOTAL PRICE
50	INTRRO, 2.5 GAL	GAL		
51	LAUDIS	GAL		
52	LEXAR	GAL		
53	OSPREY 4X95 oz	OZ		
54	PERMIT 20 oz bottle	OZ		
55	POAST, 2.5 GAL	LB		
56	POWER FLEX	LB		
57	PRAMITOL 5 PS, 25 LB BAG	GAL		
58	PREFAR 4E	GAL		
59	PREFIX	GAL		
60	PROPANIL	GAL		
61	PROWL H2O, 2.5 GAL OR MINI BULK	OZ		
62	RAGE	OZ		
63	REFLEX, 2.5 GAL	GAL		
64	REGIMENT	OZ		
65	RESOLVE	OZ		
66	RESOURCE, 4X1 GAL	GAL		
67	RICESHOT	GAL		
68	ROUND-UP WEATHER MAX, 2.5 GAL	GAL		
69	ROUND-UP WEATHER MAX, 30 GAL DRUM	GAL		
70	ROUND-UP WEATHER MAX, MINI BULK	GAL		
71	SANDEA	OZ		
72	SCEPTER 70 DG	LB		
73	SECTION 2E	GAL		
74	SELECT	GAL		
75	SHADOW	GAL		
76	SHARPEN	GAL		
77	SODIUM CHLORATE	GAL		
78	SOLIX 3	GAL		

ITEM	DESCRIPTION	BID PER	UNIT PRICE	TOTAL PRICE
79	STAM	GAL		
80	STEADFAST	OZ		
81	STEADFAST Q	OZ		
82	STINGER 3EC	GAL		
83	STORM, 2.5 GAL	GAL		
84	SUPER WHAM	GAL		
85	SURVEIL CO PACK	OZ		
86	TRIFLURALIN, 2.5 GAL	GAL		
87	TRIFLURALIN, MINI BULK	GAL		
88	TRUST	GAL		
89	VALOR SX	LB		
90	VALOR XLT	LB		
91	VOLUNTEER	GAL		
92	ZIDUA	LB		
	INSECTICIDES			
93	ACTARA - 2 X 7.5#	OZ		
94	ADMIRE 2 D	GAL		
95	ALTACOR	GAL		
96	ASANA XL	GAL		
97	AUVANT	OZ		
98	AVAUNT	GAL		
99	BAYTHROID XL	GAL		
100	BELT 5 SG	GAL		
101	BIFENTURE	GAL		
102	BRIGADE 2EC	GAL		
103	CAPTURE	GAL		
104	CORAGEN	GAL		
105	DIAZINON 500 AG	GAL		

ITEM	DESCRIPTION	BID PER	UNIT PRICE	TOTAL PRICE
106	DIMETHOATE, 2.5 GAL	GAL		
107	DIMILIN 2L, GAL	GAL		
108	DIPEL DF	LB		
109	DIPEL ES	GAL		
110	EVOLUER	GAL		
111	IMIDAN WSP, 4# BAG	LB		
112	INTREPID 2F	GAL		
113	KARATE Z, GAL	GAL		
114	LANNATE LV, 2.5 GAL	GAL		
115	LARVIN	GAL		
116	LEVERAGE 360	GAL		
117	LORSBAN, 2.5 GAL	GAL		
118	MALATHION, 2.5 GAL	GAL		
119	MONITOR 4, 2.5 GAL	GAL		
120	MUSTANG MAX	GAL		
121	ORTHENE / ACEPHATE 97 WSP	LB		
122	PROCLAIM 5 G	LB		
123	PROVINCE	GAL		
124	RADIANT SC	GAL		
125	SEVIN XLR PLUS, 2.5 GAL	GAL		
126	SPINTOR, GAL	GAL		
127	STEWART, GAL	GAL		
128	TRANSFORM	LB		
129	VYDATE C-LV, 2.5 GAL	GAL		
130	WARRIOR 1 SC	GAL		
131	XENTARI	LB		
	DRIFT CONTROL			
132	CHEMTROL, GAL	GAL		

ITEM	DESCRIPTION	BID PER	UNIT PRICE	TOTAL PRICE
133	INTERLOCK	GAL		
134	DIRECT	QT		
	FUNGICIDES			
135	ALLEGIANCE FS, 2.5	GAL		
136	ALLEGIANCE FS, 30 GAL	GAL		
137	BESEIGE	GAL		
138	BRAVO WEATHERSTICK	GAL		
139	CABRIO EG	LB		
140	DITHANE DF RAINSHIELD	LB		
141	DITHANE F45, 2.5 GAL	GAL		
142	DOMARK 230 ME	GAL		
143	HEADLINE	GAL		
144	LAREDO 25 EC	GAL		
145	QUADRIS, 2.5 GAL	GAL		
146	QUILT	GAL		
147	QUILT XCEL	GAL		
148	STRATEGO, GAL	GAL		
149	TILT, GAL	GAL		
	SURFACTANTS			
150	80-20 SURFACTANT, 1 GAL OR 2.5 GAL	GAL		
151	CROP OIL CONCENTRATE, 1 GAL OR 2.5 GAL	GAL		
152	FOAM GUARD, QT	QT		
153	HIGH FOAM MARKER CONCENTRATE	GAL		
154	PENATRATOR PLUS , 2.5 GAL	GAL		
155	REGIWET, GAL	GAL		
156	SILKIN	GAL		
157	SOYSURF EXTRA	GAL		

ITEM	DESCRIPTION	BID PER	UNIT PRICE	TOTAL PRICE
158	SPRAY GRADE AMMONIUM SULFATE, 51# BAG	BAG		
159	VEGETABLE OIL W/EMULSIFIER, 1 GAL OR 2.5 GAL	GAL		
	SEED TREATMENT/OTHER			
160	CAPTAN MOLY, 80 BU BUCKET	BUCKET		
161	EHTREL	GAL		
162	PREVAIL, 7.5 LB	LB		
163	SOYBEAN INNOCULENT 5 BUSHEL PKG	PKG		
164	STILETTO, 2.5 GAL	GAL		

ITEM	DESCRIPTION	BID PER	UNIT PRICE	TOTAL PRICE

Notice to Bidders

Agricultural Enterprise puchases chemicals on an as needed basis.

When the chemicals are needed by Agriculture Enterprise, the

lowest bidder will be responsible for delivery within three (3)

days of order

ALL PERSONS DELIVERING TO MPAE WILL BE REQUIRED TO PASS A NCIC BACKGROND CHECK PRIOR TO ENTERING THE MSP GROUNDS

All deliveries F.O.B Parchman, MS

The Mississippi Department of Corrections reserves the right to accept or reject any and all bids depending on the availability of funds.

DIRECT QUESTIONS CONCERNING THIS BID TO:

MS DEPARTMENT OF CORRECTIONS
AGRICULTURAL ENTERPRISES
662-745-6611
LACEY CLARK EXT 4261
STANLEY BROOKS EXT 4257

NOTICE TO BIDDERS

THE MISSISSIPPI DEPARTMENT OF CORRECTIONS RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS DEPENDING ON THE AVAILABILITY OF FUNDS

DIRECT QUESTIONS CONCERNING THIS BID OPENING TO:

RITA TWINER
DIRECTOR OF PURCHASING
601-359-5606