



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 18000000356

NOT TO EXCEED AMOUNT:

Begin Date: 11/04/2018

Procurement Folder: 618828

Expiration Date: 11/03/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 08/28/18

Version Number: 3

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - T154/154A, HERBICIDE
G28-804077 / 18000000846

GROUP 1: LINE BY LINE AWARD
GROUP 2: ALL OR NONE

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000040402: Nutrien Ag Solutions, Inc
2998 Old Montgomery Hwy
Selma AL 36703

Contact:

Jeremy Miller
3348877317
Jeremy.Miller@Cpsagu.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	OZ	\$12.250000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Telar XP, Alligare Chlorsulfuron 75
 Herbicide, Telar XP, Alligare Chlorsulfuron 75 (or pre-approved equal) a water dispersible granule; active ingredient 75% Chlorsulfuron. Labeled for ROW use. Eight 16-ounce jugs per case. Unit bid: ounce.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	\$16.000000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Roundup Pro Concentrate (or pre-approved equal)
 Herbicide, Roundup Pro Concentrate (or pre-approved equal) a water-soluble liquid; active ingredient 50.2% isopropylamine salt of glyphosate. Labeled for ROW use. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	\$16.400000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Rodeo (or pre-approved equal), a water-soluble li
 : Herbicide, Rodeo (or pre-approved equal), a water-soluble liquid; active ingredient 53.8% isopropylamine salt glyphosate. Labeled for ROW and Aquatic use. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	\$36.000000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Pathfinder II (or pre-approved equal)
 Herbicide, Pathfinder II (or pre-approved equal), a ready to use liquid, active ingredient 13.6% butoxyethyl ester of triclopyr. Labeled for ROW use. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	\$10.200000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Surfactant, Alligare MSO a water-soluble liquid
 Surfactant, Alligare MSO a water-soluble liquid; active ingredient 92% methylated vegetable oil. Labeled for ROW use. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	\$8.300000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Non-ionic Surfactant a water-soluble liquid;
 Non-ionic Surfactant a water-soluble liquid; active ingredient 90% alkylaryl polyoxyethylene glycols. 1-gallon re-sealable containers. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	\$48.000000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Habitat a water-soluble liquid
 Herbicide, Habitat a water-soluble liquid; active ingredient 28.7% isopropylamine salt of imazapyr. Labeled for Aquatic use. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	\$91.450000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, a water-soluble liquid;
 Herbicide, a water-soluble liquid; active ingredient 52.6% isopropylamine salt of imazapyr. Labeled for Forestry use. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total

COMMODITY / SERVICE INFORMATION

9	0	GAL	\$35.900000	\$0.00			\$0.00	\$0.00
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02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Crossbow a water-soluble liquid
 Herbicide, Crossbow a water-soluble liquid; active ingredient 34.4% 2,4-dichlorophenoxyacetic acid, butoxyethyl ester plus 16.5% 3,5,6-trichlor-2-pyridinyloxyacetic acid. Labeled for ROW and non-crop use. Four 1-gallon re-sealable containers per case. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	\$11.400000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Cornerstone a water-soluble liquid;
 Herbicide, Cornerstone a water-soluble liquid; active ingredient 41.0% isopropylamine salt of glyphosate. Labeled for Agricultural use. 30-gallon re-sealable container. Unit bid: gallon

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	\$51.200000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Surflan A.S., an aqueous solution
 Herbicide, Surflan A.S., an aqueous solution; active ingredient 40.4% oryzalin. Labeled for Non-crop and Industrial sites. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	\$1,113.600000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Esplanade 200 SC a soluble concentrate
 Herbicide, Esplanade 200 SC a soluble concentrate; active ingredient 19.05% Indaziflam. Labeled for ROW use. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon.

Final

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: 
 Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

18000000356	Document Phase Final	Document Description MA - T154/154A, HERBICIDE	Page 4 of 6
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid responses with multiple bid numbers in same envelope not properly identified
- Bid responses received late
- Bid responses not signed/not original signature
- Bid responses not notarized/not original signature of notary and/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and a complete exact copy
- Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS *****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

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Alternate Bid Response

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.



**State of Alabama
Department of Finance
Division of Purchasing
Master Agreement**

Modification

CONTRACT INFORMATION	
MASTER AGREEMENT NUMBER: MA 999 180000000357	NOT TO EXCEED AMOUNT:
Begin Date: 11/04/2018	Procurement Folder: 618828
Expiration Date: 11/03/2019	Procurement Type: Master Agreement
Solicitation Number:	Replaces Award Document:
Award Date:	Replaced by Award Document:
Modification Date: 08/23/18	Version Number: 2

CONTACT INFORMATION		
REQUESTOR: Crist Watts 334-242-4291 crist.watts@purchasing.alabama.gov	ISSUER: Crist Watts 334-242-4291 crist.watts@purchasing.alabama.gov	BUYER: Crist Watts 334-242-4291 crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION
MA - T154/154A, HERBICIDE G28-804077 / 18000000846
GROUP 1: LINE BY LINE AWARD GROUP 2: ALL OR NONE

Ship To: _____ **Bill To:** _____

REASON FOR MODIFICATION

VENDOR INFORMATION	
Name /Address: VC000046452: Garrco Products, Inc. P.O. Box 619 Converse IN 469190619	Contact: John Garr Ii 7653953441 Mrfoam@Garrco.Com

COMMODITY / SERVICE INFORMATION								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	GAL	\$25.950000	\$0.00			\$0.00	\$0.00
02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib Drift Retardant, Control Duo (or pre-approved equal) a water Drift Retardant, Control Duo (or pre-approved equal) a water-soluble liquid blend; active ingredient 100% polymer blend of surfactants and drift retardants. Must mix well and be compatible with all forms of glyphosate. Labeled for ROW and Aquatic use. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon.								

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

Final

18000000357	Document Phase Final	Document Description MA - T154/154A, HERBICIDE	Page 3 of 5
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

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Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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Certification Pursuant to Act no. 2006-557

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Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

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Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 18000000358

NOT TO EXCEED AMOUNT:

Begin Date: 11/04/2018

Procurement Folder: 618828

Expiration Date: 11/03/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 09/06/18

Version Number: 3

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - T154/154A, HERBICIDE
G28-804077 / 18000000846

GROUP 1: LINE BY LINE AWARD
GROUP 2: ALL OR NONE

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000050472: Southern States Cooperative
101 Yeager Circle
Pelham AL 35124

Contact:

Rodney A Guy
2059075708
rodney.guy@sscoop.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	GAL	\$10.000000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, 2,4-D Amine, a water-soluble liquid
 Herbicide, 2,4-D Amine, a water-soluble liquid; active ingredient 46.7% dimethylamine salt of 2,4-Dichlorophenoxyacetic acid. Labeled for ROW and Aquatic use. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	LB	\$11.260000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Insecticide, Advion Fire Ant Bait
 Insecticide, Advion Fire Ant Bait; active ingredient 0.45% indoxacarb. Labeled for ROW use. 25 lb. bag. Unit bid: lb.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: 
 Purchasing Director

Fin 1

APPROVALS			
Date	Status Before	Status After	Approver

18000000358	Document Phase Final	Document Description MA - T154/154A, HERBICIDE	Page 3 of 5
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

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4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

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Bidder notarized own signature

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Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

18000000358	Document Phase Final	Document Description MA - T154/154A, HERBICIDE	Page 4 of 5
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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS *****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

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Alternate Bid Response

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 180000000359

NOT TO EXCEED AMOUNT:

Begin Date: 11/04/2018

Procurement Folder: 618828

Expiration Date: 11/03/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 08/28/18

Version Number: 3

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - T154/154A, HERBICIDE
G28-804077 / 18000000846

GROUP 1: LINE BY LINE AWARD
GROUP 2: ALL OR NONE

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000057380: Helena Agri-Enterprises, LLC
PO Box 4003
west columbia SC 29171

Contact:

Greg J. Wall
3348752737
Wallg@Helenachemical.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	LB	\$21.890000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Oust XP
 Herbicide, Oust XP (or pre-approved equal), a water dispersible granule; active ingredient 75% Sulfometuron Methyl. Labeled for ROW use. Eight 3 lb. jugs per case. Unit bid: lb

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	OZ	\$2.020000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Escort, Alligare MSM 60
 Herbicide, Escort, Alligare MSM 60 (or pre-approved equal) a water dispersible granule; active ingredient 60% Metsulfuron methyl. Labeled for ROW use. Eight 8-ounce jugs per case. Unit bid: ounce.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	\$23.870000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Target 6 Plus, MSMA 6 Plus, a water-soluble liqui
 Herbicide, Target 6 Plus, MSMA 6 Plus, a water-soluble liquid; active ingredient 47.6% monosodium acid methanearsonate. Labeled for ROW use. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	\$39.400000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Reward, Diquat E-Pro 2L (or pre-approved equal)
 Herbicide, Reward, Diquat E-Pro 2L (or pre-approved equal) a water-soluble liquid; active ingredient 37.3% diquat bromide. Labeled for Aquatic use. One-gallon re-sealable containers. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	\$24.500000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Grazon P+D a water-soluble liquid blend
 Herbicide, Grazon P+D a water-soluble liquid blend; active ingredient 10.2% picloram plus 39.6% 2,4-D. Labeled for Rangeland and Pasture use. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	\$57.000000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Remedy Ultra a water-soluble liquid
 Herbicide, Remedy Ultra a water-soluble liquid; active ingredient 60.45% butoxyethyl ester of triclopyr. Labeled for Rangeland and Pasture Two 2.5-gallon resealable containers per case. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	\$39.400000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, a water-soluble liquid
 Herbicide, a water-soluble liquid; active ingredient 37.3% Diquat bromide. Labeled for Landscape and Aquatic use. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	LB	\$2.660000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, a granular product
 Herbicide, a granular product; active ingredient 0.5% imazapyr plus 2.0% diuron. Labeled for non-crop use. 40 lb. bag. Unit bid: lb

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total

COMMODITY / SERVICE INFORMATION

9	0	GAL	\$47.000000	\$0.00			\$0.00	\$0.00
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02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, a water-soluble liquid
 Herbicide, a water-soluble liquid; active ingredient 83.7% S-metolachlor. Labeled for Agricultural use. Two 2.5-gallon re-sealable containers per case.
 Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	\$13.540000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, 2,4-D Amine, a water-soluble liquid
 Herbicide, 2,4-D Amine, a water-soluble liquid; active ingredient 46.7% dimethylamine salt of 2,4-Dichlorophenoxyacetic acid. Labeled for ROW and Aquatic use. 15-gallon returnable, refillable containers. Unit bid: gallon.
****GROUP 2: ALL OR NONE AWARD FOR THESE LINES****

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	\$17.980000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Accord XRT II
 Herbicide, Accord XRT II, a water-soluble liquid; active ingredient 50.2% isopropylamine salt of glyphosate. Labeled for ROW use. 15-gallon returnable, refillable containers. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	\$20.790000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Rodeo, a water-soluble liquid
 Herbicide, Rodeo, a water-soluble liquid; active ingredient 53.8% isopropylamine salt glyphosate. Labeled for ROW and Aquatic use. 15-gallon returnable, refillable containers. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	\$38.110000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Garlon 3A, a water-soluble liquid
 Herbicide, Garlon 3A, a water-soluble liquid; active ingredient 44.4% triethylamine salt of triclopyr. Labeled for ROW and Aquatic use. 15-gallon returnable, refillable containers. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	\$312.500000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Milestone, a water-soluble liquid
 Herbicide, Milestone, a water-soluble liquid; active ingredient 40.6% aminopyralid. Labeled for ROW use. 15-gallon returnable, refillable containers.
 Unit bid: gallon

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	\$24.480000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Target 6 Plus, MSMA 6 Plus
 Herbicide, Target 6 Plus, MSMA 6 Plus, a water-soluble liquid; active ingredient 47.6% monosodium acid methanearsonate. Labeled for ROW use. 15-gallon returnable, refillable containers. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	\$56.410000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Krenite S, a water-soluble liquid
 Herbicide, Krenite S, a water-soluble liquid; active ingredient 41.5% ammonium salt of fosamine. Labeled for ROW use. 15-gallon returnable, refillable containers. Unit bid: gallon.

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	\$318.720000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Method 240 SL a water-soluble liquid
 Herbicide, Method 240 SL a water-soluble liquid; active ingredient 25% potassium salt of aminocyclopyrachlor. Labeled for ROW use. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	\$14.220000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Surfactant, Agridex a water-soluble liquid
 Surfactant, Agridex a water-soluble liquid; active ingredient 99% heavy range paraffinic oil, polyol fatty acid esters, and polyethoxylated derivatives. Labeled for ROW and Aquatic use. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon.

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Approved:



Purchasing Director

Final

APPROVALS			
Date	Status Before	Status After	Approver

18000000359	Document Phase Final	Document Description MA - T154/154A, HERBICIDE	Page 5 of 7
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Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

18000000359	Document Phase Final	Document Description MA - T154/154A, HERBICIDE	Page 6 of 7
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Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

18000000359	Document Phase Final	Document Description MA - T154/154A, HERBICIDE	Page 7 of 7
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Alternate Bid Response

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 18000000360

NOT TO EXCEED AMOUNT:

Begin Date: 11/04/2018

Procurement Folder: 618828

Expiration Date: 11/03/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 08/28/18

Version Number: 3

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - T154/154A, HERBICIDE
G28-804077 / 18000000846

GROUP 1: LINE BY LINE AWARD
GROUP 2: ALL OR NONE

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000057524: Red River Specialties LLC
1324 NORTH HEARNE AVENUE, SUITE 120
SHREVEPORT LA 71107

Contact:

Jesse Culbertson
3184255944 EXT: 327
Bid.Clerk@Rrsi.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	QT	\$754.000000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Sonar A. S., an aqueous solution; active ingredie
 : Herbicide, Sonar A. S., an aqueous solution; active ingredient 41.7% fluridone. Labeled for Aquatic use. One-quart re-sealable containers. Unit bid: quart.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	\$7.890000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Surfactant, RRSI NIS (or pre-approved equal)
 Surfactant, RRSI NIS (or pre-approved equal) a water-soluble liquid; active ingredient 90% polyalkoxylated, non-alkoxylated aliphatics, and alkanolamides. Labeled for ROW and Aquatic use. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	OZ	\$1.590000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Dye, a water dispersible granule
 Dye, a water dispersible granule; 90% dye with no additional dispersing agents or surfactants. One hundred and sixty 2-ounce water soluble packets per case. Unit Bid: ounce.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	\$16.400000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, a water-soluble liquid
 Herbicide, a water-soluble liquid; active ingredient 53.8% isopropylamine salt of glyphosate. Labeled for Agricultural use. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	OZ	\$7.300000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Derigo a water dispersible granular blend
 Herbicide, Derigo a water dispersible granular blend; active ingredient 24% Foramsulfuron plus 2.4% Iodosulfuron-methyl plus 10% Thiencarbazone-methyl. Labeled for ROW use. Four 60-ounce containers per case. Unit bid: ounce

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	PT	\$7.430000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Drift Retardant, Ground Zero (or pre-approved equal)
 Drift Retardant, Ground Zero (or pre-approved equal) a water-soluble liquid blend; active ingredient 100% blend of polyetheneal and polypropenylamide co-polymers, paraffinic hydrocarbons and emulsifiers. Twelve 1-pint re-sealable containers per case. Unit bid: pint.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	QT	\$6.700000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Tank Cleaner, Wipeout (or pre-approved equal)
 Tank Cleaner, Wipeout (or pre-approved equal) a water-soluble liquid blend of anionic surfactants, ammonia, and sequestering agents. Twelve 1-quart re-sealable containers per case. Unit bid: quart.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

Final

18000000360	Document Phase Final	Document Description MA - T154/154A, HERBICIDE	Page 4 of 6
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

18000000360	Document Phase Final	Document Description MA - T154/154A, HERBICIDE	Page 5 of 6
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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS *****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

Non-appropriation of funds

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Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

18000000360	Document Phase Final	Document Description MA - T154/154A, HERBICIDE	Page 6 of 6
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Alternate Bid Response

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 180000000361

NOT TO EXCEED AMOUNT:

Begin Date: 11/04/2018

Procurement Folder: 618828

Expiration Date: 11/03/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 08/28/18

Version Number: 4

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

CONTRACT DESCRIPTION

MA - T154/154A, HERBICIDE
G28-804077 / 18000000846

GROUP 1: LINE BY LINE AWARD
GROUP 2: ALL OR NONE

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VS000006378: VM Distribution Partners, a division of Asplundh Tree Expert
805 Decatur St
Newton MS 39345

Contact:

Mary Vega
601-683-6466
orders@vmdistributionpartners.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	OZ	\$13.620000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Outrider a water dispersible granule; active in
 Herbicide, Outrider a water dispersible granule; active ingredient 75% Sulfosulfuron. Labeled for ROW use. Ten 20-ounce containers per case. Unit bid: ounce.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	OZ	\$13.440000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Pastora a water dispersible granular blend
 Herbicide, Pastora a water dispersible granular blend; active ingredient 56.2 % Nicosulfuron plus 15% Metsulfuronmethyl. Labeled for ROW use. Twelve 20-ounce containers per case. Unit bid: ounce.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	\$101.290000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Plateau (or pre-approved equal) an aqueous soluti
 : Herbicide, Plateau (or pre-approved equal) an aqueous solution; active ingredient 23.6% ammonium salt of imazapic. Labeled for ROW use. Two 1-gallon re-sealable containers per case. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	\$32.780000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Garlon 3A, Alligare Triclopyr 3 (or pre-approved
 Herbicide, Garlon 3A, Alligare Triclopyr 3 (or pre-approved equal) a water-soluble liquid; active ingredient 44.4% triethylamine salt of triclopyr. Labeled for ROW and Aquatic use. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	\$63.890000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Krenite S, a water-soluble liquid
 Herbicide, Krenite S, a water-soluble liquid; active ingredient 41.5% Ammonium salt of fosamine. Labeled for ROW use. Two 2.5-gallon re-sealable containers per case. Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	QT	\$11.650000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Esplanade EZ a soluble liquid blend
 Herbicide, Esplanade EZ a soluble liquid blend; active ingredient 0.089% Indaziflam plus 0.89% Diquat Dibromide plus 20.46% isopropylamine salt of glyphosate. Labeled for ROW use. Four 1-quart re-sealable containers per case. Unit bid: quart.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	QT	\$12.100000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Drift Retardant, Control (or pre-approved equal
 Drift Retardant, Control (or pre-approved equal) a water-soluble liquid; active ingredient not less than 37% polyvinyl polymer (polyacrylamide). Labeled for ROW and Aquatic use. Twelve 1-quart re-sealable containers per case. Unit bid: quart

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	QT	\$6.950000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Defoamer, Alligare Defoamer
 Defoamer, Alligare Defoamer a water-soluble liquid; active ingredient 10% polydimethylsiloxane. Twelve 1-quart re-sealable containers per case. Unit bid: quart

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	LB	\$9.600000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, a water dispersible granule;
 Herbicide, a water dispersible granule; active ingredient 7.78% imazapyr plus 62.22% diuron. Labeled for Bare-ground use. 2 lb. bag. Unit bid: lb.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	\$14.900000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Algaecide, a water-soluble liquid
 Algaecide, a water-soluble liquid; active ingredient 8.0% elemental copper. Labeled for Aquatic use. Two 2.5-gallon re-sealable containers per case.
 Unit bid: gallon.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	\$312.500000	\$0.00			\$0.00	\$0.00

02046 - Herbicide, Insecticide and Fungicide Applicators and Distrib
 Herbicide, Milestone, a water-soluble liquid;
 Herbicide, Milestone, a water-soluble liquid; active ingredient 40.6% aminopyralid. Labeled for ROW use. Two 2.5-gallon re-sealable containers per case.
 Unit bid: gallon

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Final

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

18000000361	Document Phase Final	Document Description MA - T154/154A, HERBICIDE	Page 4 of 8
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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box

Bid responses with multiple bid numbers in same envelope not properly identified

Bid responses received late

Bid responses not signed/not original signature

Bid responses not notarized/not original signature of notary and/or notary expiration

Bidder notarized own signature

Required information not submitted with bid response

Failure to submit the original bid and a complete exact copy

Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS *****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

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Alternate Bid Response

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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TERMS AND CONDITIONS

Award:

Group 1, lines 1-45 award shall be made line by line to the lowest responsible bidder meeting all specifications. Group 2, lines 1-7 award shall be made all or none to the lowest responsible bidder meeting all specifications.

Contract period:

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period. PLEASE NOTE: THE FIRST PERIOD OF THIS CONTRACT WILL NOT START UNTIL NOVEMBER 3, 2018.

Delivery:

All material will be delivered to various locations throughout the 67 counties in Alabama. The exact locations and quantities will be provided by the ordering agency, school, or university.

Delivery time frame:

All material ordered must be delivered to the "ship to address" shown on the DO(PO) within ten (10) business days from receipt of order.

Freight:

This bid is F.O.B. destination. Any freight charges must be included in the bid price.

Shipping and Packaging Instructions:

Product shall be ordered and shipped in full pallet quantities of nine (9) 15-gallon containers per pallet. Multiple products may be ordered and shipped together, in 15 gallon increments, on one pallet to meet full pallet requirements.

All herbicides shall be delivered in returnable, refillable 15-gallon polyethylene containers.

All 15-gallon containers shall be consistent in size and shape, natural in color, have one-gallon measuring increments, have handling rings top and bottom, and have a convex bottom with a sump in the center to allow complete removal of all product.

All containers shall be equipped with a micro-matic valve and dip tube to facilitate complete removal of all product. There shall be only one opening which accommodates the micro-matic valve and dip tube. The container shall be vented via the micro-matic valve; there shall be no additional external venting.

All empty containers shall be picked up for return within five (5) business days of notification

All containers shall meet Federal and State laws and regulations.

All containers shall be sealed and made tamper evident.

All containers shall have a permanent number affixed to the container to facilitate tracking

Firm pricing:

All bid prices must be firm for a period of one (1) year from the vendor's notification of award.

Purpose:

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To establish a contract from the items listed for all state agencies. Contract prices must be made available to all local governmental agencies, schools, and universities.

Quantity:

The exact quantity of purchases for each item listed is not known. The Division of Purchasing does not guarantee that the state will buy any amount. Orders will be placed by state agencies, local governmental agencies, schools, and universities as needed with complete delivery instructions.

NOTE TO ALL VENDORS: PLEASE NOT THE EXACT BID COPY REQUIREMENT ITEM NUMBER 4 UNDER AUTHORITY. FAILURE TO PROVIDE THE REQUIRED BID COPY WILL RESULT IN THE REJECTION OF YOUR BID.

PLEASE NOTE: ALL BID PRICES MUST BE LISTED PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO LIST THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BI-ANNUAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF \$200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

Vendors bidding on this RFB is encouraged to read this entire RFB document carefully and follow all instructions. Failure to read the bid document and follow the instructions may result in the rejection of the bid on line items and group awards, or the rejection of the bid all together.
