



East Alabama Regional Planning and Development Commission
P.O. Box 2186, Anniston, AL 36202
Phone: 256-237-6741 • FAX: 256-237-6763
E-mail: earpdc@earpdc.org

memorandum=

TO: Bidders

DATE: January 5, 2022

FROM: Shane Christian, Project Director

SUBJECT: Request for Bids

Please find enclosed the Request for Bids, issued by the East Alabama Cooperative Purchasing Association, for Herbicides & Pesticides.

The document is available as MS Word and MS Excel (table only) documents for ease of completion. **The pricing sheet in MS Excel must be included in an electronic format, Flash Drive or CD, with the submission.** I can email you the electronic file or it can be obtained from Cooperative Purchasing Page on : <http://www.earpdc.org/pages/?pageID=41>

Bids are due back before, and shall be publically opened on, Monday, January 24, 2022. The anticipated award date by the Board of Directors of the East Alabama Regional Planning and Development Commission is January 26, 2022, for a contract start date of February 1, 2022. This will be a 1 year contract with the option to renew for 2 additional 1 year terms.

If you have any questions, please feel free to call me or email.

Shane Christian
256-237-6741
shane.christian@earpdc.org

ATTENTION ALL BIDDERS

RETURN THE ENCLOSED BID IN A SEALED
ENVELOPE TO:

SHANE CHRISTIAN, PROJECT DIRECTOR
EAST ALABAMA COOPERATIVE PURCHASING
ASSOCIATION
QUINTARD TOWER
1130 QUINTARD AVENUE, SUITE 300
P.O. BOX 2186
ANNISTON, AL 36202

THE ENVELOPE MUST BE SEALED AND MARKED:
EACPA-22-01 HERBICIDES AND PESTICIDES

RETURN ALL REQUIRED INFORMATION WITH ONE
(1) ORIGINAL AND ONE (1) COPY ALONG WITH
ONE (1) FLASH DRIVE OR CD BY 2:00 P.M.
Monday, January 24, 2022

For questions concerning this bid contact:
Shane Christian, 256-237-6741
shane.christian@earpdc.org

An electronic version of this bid is available by emailing shane.christian@earpdc.org in MS Word format and price sheets in MS Excel. The documents are also available online at: <http://www.earpdc.org/pages/?pageID=41>

In order to decrease the evaluation time and insure award by the award date you may enter responses in the MS Word document (Signature pages, employer affidavit, e-verify, and questionnaire not required to be submitted on CD/USB Flash Drive).

Product information and prices must be entered into the MS Excel file. Submission of product/information/pricing is required on the provided MS Excel file on a CD/USB Flash Drive. Return it in hard copy with your bid response package. DO NOT ADD ROWS OR COLUMNS.

The hard copy of the invitation to bid on file in the EARPDC office shall serve as the master document. Any alterations, deletions, additions or other changes that materially change the intent of the bid could be considered grounds for rejection of the bid response.

Ingredient Specifications (Active/Inactive %) requested on the price sheets and other technical specifications may be provided with separate sheets or brochures.

Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the EACPA member). Prices shall be firm for ALL EACPA members and their departments and locations for term of the agreement, unless otherwise agreed upon by the vendor (s) and EACPA.

Fax or e-mail responses to this bid will not be accepted.

If the Bidder has 1 or more persons employed in the State of Alabama, the following Affidavit must be completed, as required of the Beason-Hammon Taxpayer and Citizen Protection Act. Bidder shall also provide documentation establishing enrollment in the E-Verify Program.

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of _____

County of _____

Before me, a notary public, personally appeared

_____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as

_____ (state position) for

_____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

_____ Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 2____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

_____ Signature and Seal of Notary Public

Author: Jean Brown

Statutory Authority: Code of Alabama, sections 31-13-9 (a) and (b); Section 31-13-9 (h). History: New Rule: Filed December 12, 2011; effective December 12, 2011.

Cover Letter

Commodity: Herbicides and Pesticides

Bid #: EACPA-22-01

Contact: Shane Christian, 256-237-6741, shane.christian@earpdc.org

The bid award will be made by the East Alabama Regional Planning and Development Commission Board of Directors on behalf of the Cooperative in accordance with provision of the intergovernmental agreement between the East Alabama Regional Planning and Development Commission and the members of the Cooperative. Each participating entity of the Cooperative will be responsible for issuing its own purchase orders, delivery instructions, invoicing, insurance requirements, and issue its own tax exemption certificate as required by vendors.

This cover letter is considered an integral part of this Invitation to Bid document and shall be included by reference into any contract.

Note: Only current and future members of the Cooperative may place orders under this bid.

Vendor Name

Acknowledged by:

Name/Title (Printed or Typed)

Signature

Email

STATEMENT OF NON-COLLUSION

I/we agree to furnish the prices shown and guarantee that each offer will meet or exceed all specifications, terms, conditions, and requirements listed. I herein affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding otherwise. I have read and understand all terms and conditions of this bid.

Company Name

Authorized Signature

Mailing Address

Typed Authorized Name

City, State, Zip

Title

Telephone

Fax

Email

ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

Notice to All Vendors:

Pursuant to the State of Alabama Competitive Bid Law and the Intergovernmental Agreement of the Cooperative, members of the Cooperative may choose to use the State of Alabama Contracts, solicit bids for the same products themselves, use the EACPA Cooperative Contracts; or use the bids of other cooperatives legally available to an EACPA member. EACPA reserves to disregard all bid responses if the same or similar bid items are available on the State of Alabama contract for a price equal to or less than prices quoted for a particular bid. EACPA may choose to award or decline to make an award taking into consideration bid items and prices on the Alabama State Contracts.

By signing below, you are agreeing to EACPA's Terms and Conditions & the Special Terms and Conditions as included herein.

VENDOR _____

AUTHORIZED SIGNATURE _____

To: All Bidders

The East Alabama Cooperative Purchasing Association, hereinafter referred to as “EACPA” or the “Cooperative”, serves a ten county area in East Alabama and is comprised of the following members to date:

- * East Alabama Regional Planning & Development Commission
- * East Alabama EMS
- * Blount County Commission
- * Calhoun County Commission
- * Calhoun County Board of Education
- * Cherokee County Commission
- * City of Anniston
- * City of Centre
- * City of Jacksonville
- * City of Oxford
- * City of Rainbow City
- * City of Roanoke
- * City of Valley
- * Coosa Valley Youth Services
- * Randolph County Board of Education
- * St. Clair County Commission
- * Talladega County 911
- * Town of Ohatchee
- * Town of Oak Grove
- * Utilities Board of Rainbow City

Other governmental entities, school systems and non-profits within this region may elect to participate in this cooperative bid. Vendors must agree that if any additional government entity does join the Association, vendors shall honor prices on this Invitation to Bid for those additional entities that may join the Cooperative. Potential members could include:

Chamber County	Dadeville	New Site
Cherokee County	Daviston	Piedmont
Clay County	Edwardsville	Ranburne
Cleburne County	Five Points	Rockford
Coosa County	Fruithurst	Sand Rock
Etowah County	Gaylesville	Sylacauga
Randolph County	Goldville	Talladega
Talladega County	Goodwater	Talladega Springs
Tallapoosa County	Jackson’s Gap	Wadley
Ashland	Kellyton	Waldo
Bon Air	LaFayette	Waverly
Camp Hill	Leesburg	Weaver
Cedar Bluff	Lineville	Wedowee
Centre	Munford	Woodland

Date Issued: January 5, 2022

Invitation to Bid No: EACPA-22-01

The Cooperative will accept sealed bids for the following: **Herbicides and Pesticides**

Bids must be received before 2:00 pm, c.s.t., January 24, 2022

Bids will be publicly opened at 2:00 pm, c.s.t., January 24, 2022

Bids expected to be awarded on or about January 26, 2022

Return sealed bids to:

Hand Delivered or Ground Transportation:

EACPA
c/o East Alabama Commission
Quintard Tower
1130 Quintard Avenue, Suite 300
Anniston, AL 36201

U. S. Mail:

EACPA
P.O. Box 2186
Anniston, AL 36202

Note: Please have clearly marked on the outside of the submitted Bid:

“EACPA-22-01 Herbicides and Pesticides”

Terms and Conditions

IN ORDER TO SUBMIT A RESPONSIVE BID, IT IS VERY IMPORTANT THAT ALL TERMS AND CONDITIONS, SPECIFICATIONS AND INSTRUCTIONS ARE READ THOROUGHLY, UNDERSTOOD, AND ANY QUESTIONS ASKED BEFORE THE BID DUE DATE.

Bid response envelopes must be properly identified on the front with the invitation to bid number, opening date and time. The Cooperative does not assume responsibility for late bid responses that occur due to the U.S. Postal Service or private courier service. Sufficient lead-time should be allowed to reach the Cooperative prior to the received date and time indicated on the invitation to bid.

All pages requiring a signature must be submitted on this form in ink or the bid will be rejected. Please clearly print or type any other requested information for clarity. Vendors shall submit 1 original signed copy and 1 copy of the original.

For “ no-bid response, return the signature page signed and marked **No bid**. It is required that a no-bid response be identified on the envelope as if it were a bid. Bidder will be removed from active bidders list after three (3) consecutive no-responses.

The attached specifications are being provided to potential bidders as guidelines that describe the type and quality of equipment, supply, and/or service the Cooperative is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.

Bid responses must be received by the Cooperative prior to the date and time specified. Late responses cannot be accepted.

The Cooperative will not accept facsimile or e-mail transmissions of bids.

Changes or modifications of this Invitation to Bid are allowed only by written authority of the Cooperative. This document, price sheets, and any addenda to this bid are an integral part of any contract between EACPA and EACPA members in addition to any contract further required by the vendor or vendors.

Non-appropriation of Funds: Continuation of any agreement between members of the Cooperative and a bidder beyond a fiscal year is contingent upon continued 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 Cooperative members as a result.

The Cooperative reserves the right to reject all or any portion of this Invitation to Bid when the best interest of the Cooperative is involved.

The Cooperative reserves the right to award the entire contract to one vendor or award parts of the bid to multiple vendors based on the bid responses, geographic coverage and the ability to provide adequate service for parts of the bid or parts of the region covered in this bid.

Pursuant to the State Competitive Bid Law and the Intergovernmental Agreement of the Cooperative, members of the Cooperative may choose to use the state bid list; bid the same items themselves; use the Cooperative bid; or use the bids of other cooperative arrangements legally available to each member. The Cooperative reserves the right to disregard all bid responses if the same or similar bid items are available on the state bid list for a price equal to or less than any prices in all bid responses for a particular bid. The Cooperative may choose to award or not award a bid taking into consideration bid items and prices on the state bid list.

The Members of the Cooperative are exempt from all Federal, sales and use taxes.

All bidders shall maintain such insurance as will protect bidder and the Cooperative from claims under the Workman's Compensation Act and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting contract of this Invitation to Bid. Insurance shall be written by companies authorized to do business in the State of Alabama. Evidence of insurance shall be furnished to the Cooperative no later than ten days after award of this bid.

A member of the Cooperative reserves the right to terminate any Agreement for Services/Products resulting from this bid for just and reasonable cause whereby it appears to be in the best interest of the member.

The successful bidder agrees by, the submittal of a response to this bid, to defend, indemnify, and hold the Cooperative harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

The purchase of any quantity of any one product are in no way guaranteed or implied in this Invitation to Bid. Members may or may not purchase from the awarded contract to best serve their needs and obtain the best possible savings.

Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which item(s) included in this bid are to be purchased, and that his offering will meet these requirements of service and purpose to the satisfaction of the East Alabama Regional Planning and Development Commission, East Alabama Cooperative Purchasing Association and its Member governments/organizations.

The term of the awarded contract will be from Contract execution until 12 months from date of execution, with an option to extend for two (2) additional twelve (12) month period. EACPA reserves the right to extend the contract additional periods in accordance with the State of Alabama bid law.

The East Alabama Regional Planning and Development Commission and Bidder/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment

eligibility of all persons employed by the East Alabama Regional Planning and Development Commission and Bidder/Contractor during the term of the Agreement to perform employment duties within Alabama and all persons, including subcontractors, assigned by the Bidder/Contractor to perform work pursuant to the Agreement with the East Alabama Regional Planning and Development Commission.

Questions concerning the bid will not be answered after Wednesday January 19, 2022.

Bid prices shall be firm for 90 days. After the initial 90 day period an increase above the bid price for any or all products will be allowed with justification from the manufacturer. Proof of price increase above the initial bid response price shall require written justification from the manufacturer furnished to the EACPA before or at the time of the increase. The EACPA shall reserve right to terminate the contract based on price increases or lack of justification.

GENERAL REQUIREMENTS

In order to be considered for the East Alabama Cooperative Purchasing Association Herbicides and Pesticides contract, your company must complete this document. Along with competitive prices for the products, bid award will be based on the ability to fulfill members' needs. A missing or inadequately completed bid package will be considered an incomplete, and therefore, a void submission.

The following is required of any vendor:

- The bidding vendor must be accessible for questions, complaints, and dispute resolutions. The bidding vendor or vendors will be awarded the Contract with the EACPA and is responsible for execution of the Contract in full.
- The EACPA requires it have access to the accounts of its members to analyze use of the Cooperative. This may be achieved by a "master" account for the Cooperative of which members are a part, or the Cooperative having access to the accounts of its members. The bidder will be required to keep an order history for each member. Each member is responsible for its individual charges. Any letters of credit or other information required by the bidder is a matter between the awarded vendor and the EACPA member. Any purchase orders required will be generated by the members. The East Alabama Regional Planning and Development Commission is not and will not be responsible for any member's payment except its own. Preferred are invoices to reflect, at a minimum, date of purchase, product description, work done, quantity, price per unit, total cost, and payment due date.
- Multiple site billing capability (Multiple departments within one (1) city or county government, school system, or non-profit organization)
- Ordering must be available, at a minimum, by phone using a local number or toll free number, by fax, or a secure online connection.
- Assist the Cooperative in recruiting new member governments within the Cooperative region.
- Bid prices are **ALL INCLUSIVE**: (Shipping, Handling, Delivery, and Assembly to locations specified by the EACPA member). Prices shall be firm for ALL EACPA members and their departments and locations for term of the agreement unless otherwise agreed upon between the vendor (s) and EACPA.

The vendor's response shall include the following:

- control method
- impact to non-target organisms
- an estimate of control that should be achieved under ideal conditions
- handling of endangered species
- all emergency contacts for the vendor
- Vendors shall provide up to three alternate products per category.

It is the objective of the EACPA to acquire products that that provide long-term residual control.

Audit

Periodically EACPA may conduct an audit to verify the quoted pricing. The vendor's company should assist in providing manufacturer's invoices upon request. The Vendor is responsible for retaining all records related to any awarded contract for a period of five (5) years past the contract expiration date, and to make them available to the EACPA upon request.

SERVICES REQUIRED

This page is for informational purposes as to the basic requirement of this document as it applies to services required in order to establish a Contract with the East Alabama Cooperative Purchasing Association for the purchase of Herbicides and Pesticides by members of the Cooperative.

- All Herbicides and Pesticides are to be delivered by the vendor and to be acknowledged by signature by the receiving member. All deliveries are to be within the guaranteed delivery period provided in each vendor's bid response from the date of order. Delivery must be made to the respective member's place of business or pre-arranged designated site. Successful vendor shall bear all costs of transportation, packing, crating, delivery, installation, storage, and service under warranty, F.O.B. destination; to the appropriate designated delivery location. The costs of delivery, cartage, temporary storage, off-loading costs, and insurance are the responsibility of the vendor.
- Award will be made to the lowest responsible bidder best meeting all specification, terms, and conditions. The EACPA reserves the right to award to one or more vendors based on geographic regions among other factors. Consideration will be given to the vendor that bids the lowest price on the most items.

Submitted:

- Vendor will list procedures to handle adjustments for Herbicides and Pesticides which do not meet specification or prove defective in material and/or workmanship, or are subject to recall.
- Vendor must provide and honor their standard warranty which must include protection against defective material, workmanship, and failure to perform in accordance with required performance criteria.
- Vendor must provide E-Verify documentation.
- Vendor must provide the following for the EACPA Account Manager:
 - 1) Contact Name
 - 2) Address
 - 3) Telephone Number
 - 4) Federal ID #
 - 5) Email
- All other information requested including responses to the Questionnaire/Vendor Information section on this bid.
- **The vendor's response shall include the following: control method; impact to non-target organisms; an estimate of control that should be achieved under ideal conditions; handling endangered species; and all emergency contacts for the contractor and the agency.**
- Vendors shall provide up to three alternate products per category. It is the objective of the EACPA to acquire products that provide long-term residual control.

Award of Contract

The award of this bid will be made after a committee of EACPA members review and evaluate the submitted bid package in total and report to the Board of Directors of the East Alabama Regional Planning and Development Commission. Award will be on or about January 26, 2022. Award will be based on the lowest responsible bid(s). The EACPA reserves the right to award to one or more vendors based on geographic regions among other factors.

A Bid Response will be rejected if:

- Invitation to bid number not on face of envelope.
- Received after bid deadline
- Incomplete bid
- Multiple bids in same envelope not submitted or properly identified
- Bid response not in the original form
- Alteration of any part of this document, attachments, or addenda
- Bid not signed in ALL designated places or not original signature
- Requested information not submitted with bid
- Failure to acknowledge receipt of any addendum with bid
- Failure to provide E-Verify documentation

Questionnaire/Vendor Information

Please return filled out completely, using separate sheets if necessary.

- 1. How are you going to handle adjustments for Herbicides and Pesticides that do not meet specification or prove defective in material and/or workmanship, or are subject to recall?

- 2. Please submit the following Account Manager or similar representative for this contract:

- a. Contact's Name: _____
- b. Address: _____
- c. Telephone Number: _____
- d. Federal ID#: _____
- e. Contact's Email: _____

- 3. Are you willing to assist in the marketing of the EACPA, including attending meetings throughout the region to discuss your products and bid? ____ Yes ____ No

- 4. How would small, remote locations in the region be served (if different)?

- 5. If awarded this contract how would your firm handle occasional and or emergency service on weekends and holidays between the hours of 9:00 a.m. and 5:00 p.m., please include emergency contact and contact information?

- 5. Provide a brief history of the company, emphasizing its service to the public sector:

Document Checklist

Have the following signed and/or completed and included with the bid submission:

- ✓ Affidavit For Business Entity/Employer/Contractor, if applicable (page 3)
- ✓ Cover Letter (page 4)
- ✓ Statement of Non-Collusion (page 5)
- ✓ Provide Proof of E-Verify Documentation
- ✓ Acknowledgement of Terms and Conditions (page 6)
- ✓ General Requirements (page 13)
- ✓ Questionnaire (page 16)
- ✓ 2 Copies of Bid (Original and Copy)
- ✓ Included electronic copy of the product chart (**REQUIRED**)