



CALHOUN COUNTY COMMISSION

ENGINEERING DEPARTMENT

160 SEATON DRIVE

ANNISTON, ALABAMA 36205

TELEPHONE (256) 237-4657

COMMISSIONERS

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District 2

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RODNEY MCCAIN

County Engineer

July 3, 2024

INVITATION TO BID

The Calhoun County Commission will on Tuesday, August 6, 2024 at 2:00 P.M., Central Time, receive competitive sealed bids for the Purchase of HERBICIDES, BID No. FY25-19. Sealed bids with "BID NO. FY25-19 HERBICIDES", and the date and time bids are to be opened, written or typed on the outside of the envelope or package in which the bid is contained, must be submitted to the Calhoun County Commission, 1702 Noble Street, Suite 103, Anniston, Alabama 36201, no later than 2:00 P.M., Central Time, August 6, 2024. At the foregoing time on the foregoing date all responses to this invitation to bid will be publicly opened and read aloud in the Calhoun County Commission Meeting Room in the Calhoun County Administration Building, 1702 Noble Street, Anniston, Alabama.

SPECIAL CONDITIONS AND TERMS

The purpose of this bid is to establish prices for issuing orders for the individual items listed. Prices are to be firm for issuing orders within four (4) days of bid opening and for the entire contract period. Requests for shipment may be by individual items or portions of items; however, no individual item is to be divided into more than two (2) shipments.

Vendor must fill in all blanks completely with requested information or bid may not be considered.

DELIVERY: Delivery will be made within five (5) days after order is received.

All deliveries will be made to the County Engineer's Office. Delivery date may be considered a factor in making awards--should be in "DAYS." ASAP or AT ONCE will not be acceptable. Previous delivery performance may be considered a factor in making the award.

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CONTRACT PERIOD: Establish a 12 month contract with an option to extend for a second and third 12 month period with the same pricing, terms and conditions. The second and third 12-month, if agreed by both parties, would begin the day after the first or second 12-month period expires. Any successive extension must have written approval of both the county and vendor no later than 30 days prior to expiration of the previous 12-month period.

LENGTH: The contract will be in effect for a period of twelve (12) months from October 1st of current year until September 30th of the following year.

QUANTITY: The exact quantity of purchases for each item listed is not known. Calhoun County does not guarantee that the County will buy any amount. Orders will be placed as needed and will give complete shipping instructions.

BRAND NAME: If Items in this Invitation to Bid have been identified, described or referenced by a brand name or trade name and description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that may be offered. All products may be considered for award if such products are clearly identified in the bids and are determined by Calhoun County to meet its needs in all respects.

If the vendor proposes to furnish another product, such products shall be clearly identified in the bid. The evaluation of bids and the determination as to equality of products offered shall be the responsibility of the County and will be based on information furnished by the vendor and other information, if any, obtained by the County concerning the product. Accordingly, to insure that sufficient information is available, the vendor is required to submit descriptive product literature with the bid.

ADDITIONAL COMMENTS:

Vendors shall submit product labels for each product bid. Successful bidder will supply, at no cost to Calhoun County, trained personnel for in-depth instruction to accomplish successful herbicide programs relating to:

1. Bermuda grass release on roadside rights-of-way and ditches.
2. Brush control on roadside rights-of-way and ditches.
3. Control of unwanted vegetation growing around signs, guardrails, culverts, bridges, etc.

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Each bidder shall supply a complete itemized outline of the herbicide training program they propose, including the time allotted, and the training aids devoted to each segment of the program. Included in the training program shall be how the County can utilize a minimum of herbicide to accomplish the objectives. Additional information should be included as to how other states, counties, or other governmental agencies are utilizing herbicides to reduce or eliminate mowing and/or manual labor, and the length of time for which the county can expect to reduce the right-of-way maintenance budget.

Additional information should be included as to how the county should prevent and handle complaints, and any other information to develop a complete vegetation management program.

These specifications are describing and stating the minimum capacities, material thickness and qualities needed and required to perform a certain job. Any bids submitted not meeting all of these minimum specifications will be rejected. Bidders must state any and all exceptions to the specifications. Failure to state exceptions will subject bid to rejection.

If items in this Invitation to Bid have been identified, described or referenced by a brand name or trade name and description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that may be offered. All products may be considered for award if such products are clearly identified in the bids and are determined by Calhoun County to be an equal or equivalent to what is specified herein.

If a bidder proposes to furnish another product, such product shall be clearly identified in the bidder's bid. The evaluation of bids and the determination as to equality of products offered shall be the responsibility of the County, and by the County, and will be based on information furnished by the bidder and other information, if any, obtained by the County concerning the product. Accordingly, if a bidder proposes to furnish another product, to insure that sufficient information is available, the bidder is required to submit and shall submit descriptive product literature which provides a complete and detailed description of the product offered with the bidder's bid.

In the event that the company receiving the bid cannot furnish the County's needs at the time requested, the Calhoun County Commission reserves the right to purchase from the next lowest bidder.

Expenses for the development and delivery of bids are entirely the responsibility of the vendor and shall not be chargeable to Calhoun County (herein sometimes referred to as the "County") or the Calhoun County Commission (herein sometimes referred to as the "Commission").

All bids, and proposal materials submitted shall become the property of the County.

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Each bidder is expected to examine all documents, forms, specifications, standard provisions and all instructions. Failure to do so will be at the bidder's risk.

Any bid not received in writing at the Calhoun County Commission, 1702 Noble Street, Suite 103, Anniston, Alabama 36201, by the date and time specified will be declared a late bid and rejected. The Commission will not be responsible for any delays in delivery. It is solely the responsibility of the each bidder that his/her/its bid reaches the bid opening on time. Any bid received after the date and time specified for receipt of bids will be returned unopened.

Bids or alterations of bids by wire, e-mail, facsimile transmission or telephone will not be accepted.

Bid openings are open to the public.

The Commission reserves the right to reject any and all bids and to waive any defect or informality in any bid or the bidding process.

Except as otherwise provided or allowed by law, if the Commission accepts a bid in response to this Invitation to Bid, it will accept the bid of and award the contract to the lowest, responsive, responsible bidder. Factors, which will be considered in determining the lowest responsive, responsible bidder, are meeting and conformity to specifications, price, quality, bidder's ability to provide materials and labor and equipment necessary for installation of materials, and the past performance of bidder on contracts with other entities, and such other factors as are provided or allowed by law.

Alabama Immigration Law Compliance Contract: The selected bidder agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, the selected bidder shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the selected bidder's hiring practices to execute an affidavit to this effect on the form supplied by the County and return the same to the County. The selected bidder shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the County may require to confirm the selected bidders's enrollment in the E-Verify Program. The selected bidder agrees not to knowingly allow any of its subcontractors, or any

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other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If the selected bidder receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the County and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. The selected bidder shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If the selected bidder violates any term of this provision, this agreement will be subject to immediate termination by the County. To the fullest extent permitted by law, the selected bidder shall defend, indemnify and hold harmless the County from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to the selected bidder's failure to fulfill its obligations contained in this paragraph.

If the selected vendor is not a current authorized vendor for Calhoun County the selected vendor will be required to submit a properly completed and executed Internal Revenue Service Form W-9 and a Calhoun County Business License simultaneously with entering into a contract to

The awarding of this Bid is not a notice to proceed. A purchase order must be obtained before any items/work can be purchased/performed.

All inquiries concerning these specifications should be directed in writing to:

Rodney P. McCain
160 Seaton Drive
Anniston, AL 36205
Phone: (256) 237-4657
Fax: (256) 237-2009

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BID FORM

PLEASE WRITE OR TYPE ON OUTSIDE OF ENVELOPE OR PACKAGE CONTAINING THE BID: BID NO. FY25-19 HERBICIDES, and the DATE AND TIME BIDS ARE TO BE OPENED.

One original and one copy of completed bid, and the other information, requested in the invitation to bid, are to be submitted in sealed envelopes or package containing your bid.

PLEASE MAIL OR HAND DELIVER BIDS TO: Calhoun County Commission, 1702 Noble Street Suite 103, Anniston, AL 36201, such that you bid is received by the Calhoun County Commission NO LATER THAN TUESDAY, AUGUST 6, 2024, AT 2:00 P.M. CENTRAL TIME.

SIGNED: _____ DATE: _____
(Signature of bidder or authorized representative of bidder)
PRINTED NAME: _____
COMPANY NAME: _____
COMPANY ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
COUNTY: _____
TELEPHONE: _____
FAX: _____
E-MAIL: _____

THE CALHOUN COUNTY COMMISSION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

Please put your completed Bid Form as the first page of your bid.

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BID: Please furnish bid prices on the following items:

OUST XP - Labeled for right-of-way use. Supply in cases of 8 three pound jugs.

MFGR
DELIVERY ARO
PRICE PER POUND.....\$ _____

MSMA - Labeled for right-of-way use. Supply in 2 1/2 gallon containers with resealable bung capable of shelf life of one or more years.

MFGR
DELIVERY ARO
PRICE PER GALLON.....\$ _____

HARDBALL - Labeled for right-of-way use.

MFGR
DELIVERY ARO
PRICE PER GALLON.....\$ _____

ROUNDUP-CUSTOM - Labeled for right-of-way use. Supply In 2 1/2 gallon containers.

MFGR Monsanto Chemical Company
DELIVERY ARO
PRICE PER GALLON.....\$ _____

VISTA XRT- Labeled for right-of-way use. Supply in 2 1/2 gallon containers.

MFGR
DELIVERY ARO
PRICE PER GALLON.....\$ _____

MILESTONE - Labeled for right-of-way use. Supply in 2 1/2 gallon containers.

MFGR
DELIVERY ARO
PRICE PER GALLON.....\$ _____

SURFACTANT - **Dyne-Amic** Supply in 2 1/2 resealable containers.

MFGR
DELIVERY ARO
PRICE PER GALLON.....\$ _____

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DEPOSITION AND DRIFT RETARDANT – **Ground Zero** Supply in cases containing 12 one pint containers.

MFGR
DELIVERY ARO
PRICE PER PINT.....\$_____

DEFOAMER- Silicone defoamer. Supply in 12 16oz. Containers.

MFGR
DELIVERY ARO
PRICE PER PINT.....\$_____

GARLON 3-A - Labeled for right-of-way use. Supply in 2 ½ gallon containers.

MFGR
DELIVERY ARO
PRICE PER GALLON.....\$_____

TELAR XP - Labeled for right-of-way use. Supply in 8 16-ounce containers.

MFGR
DELIVERY ARO
PRICE PER GALLON.....\$_____

TRYCERA- Supply in 2 – 2 ½ gallon containers.

MFGR
DELIVERY ARO
PRICE PER GALLON.....\$_____

METHOD 240SL- Labeled for right-of-way use. Supply in 2 – 2 ½ gallon containers.

MFGR
DELIVERY ARO
PRICE PER POUND.....\$_____

ESCORT XP - Labeled for right-of-way use. Supply in 16 oz resealable containers 8 jugs/case.

MFGR
DELIVERY ARO
PRICE PER GALLON.....\$_____

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IMAZAPYR 2SL 2.0 lb- Labeled for right-of-way use. Supply in 2 - 2 ½ gallon containers.

MFGR
DELIVERY ARO
PRICE PER GALLON.....\$ _____

OPENSITE- Labeled for right-of-way use. Supply 2 - 10 pound container.

MFGR
DELIVERY ARO
PRICE PER POUND.....\$ _____

OUTRIDER-Labeled for right-of-way use. Supply in 20 ounce resealable container, 10 jugs per case.

MFGR
DELIVERY ARO
PRICE PER GALLON.....\$ _____

PLATEAU - Labeled for right-of-way use. Supply in 1 gallon container 2 gallons per case.

MFGR
DELIVERY ARO
PRICE PER GALLON.....\$ _____

SAHARA - Labeled for right-of-way use. Supply in 10 lbs bag.

MFGR
DELIVERY ARO
PRICE PER GALLON.....\$ _____

ACCUQUEST - Labeled for right-of-way use. Supply in 2 - 2 ½ gallon container.

MFGR
DELIVERY ARO
PRICE PER POUND.....\$ _____

OUST EXTRA - Labeled for right-of-way use. Supply in case of 8 4lb containers

MFGR
DELIVERY ARO
PRICE PER GALLON.....\$ _____

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LANDMARK XP - Labeled for right-of-way use.

MFGR
DELIVERY ARO
PRICE PER POUND.....\$ _____

DERIGO - Labeled for right-of-way use. Supply in 4 – 60 oz. containers.

MFGR
DELIVERY ARO
PRICE PER oz.....\$ _____

HELFIRE(acidifier spray adjuvant) - Labeled for right-of-way use. Supply in 2 – 2 ½ containers.

MFGR
DELIVERY ARO
PRICE PER GALLON.....\$ _____

ESPLANADE 200 SC - Labeled for right-of-way use. Supply in 2 – 2 ½ containers.

MFGR
DELIVERY ARO
PRICE PER GALLON.....\$ _____

KRENITE S – Labeled for right-of-way use. Supply in 2 - 2 ½ gallon containers.

MFGR
DELIVERY ARO
PRICE PER GALLON.....\$ _____

RESIDENTIAL USE ROUND-UP – for non right-of-way use. Supply in 1 gallon or 2 ½ gallon containers.

MFGR
DELIVERY ARO
PRICE PER GALLON.....\$ _____