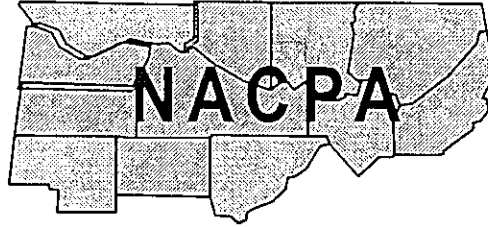


NORTH ALABAMA COOPERATIVE PURCHASING ASSOCIATION



DATE ISSUED: May 14, 2015 INVITATION TO BID NUMBER: NACPA 15-02

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

Bids must be received before: 1:00 pm June 3, 2015

Bids will be publicly opened: at 1:00 pm June 3, 2015

Return sealed Bids, properly identified "NACPA Bid # 15-02 Herbicides and Pesticides", include a hard copy with original signatures, 1 copy of the original version and your entire response in electronic format on a compact disc or other medium to:

Hand Delivered:	Mail:
NACPA	NACPA
C/O TARCOG	C/O TARCOG
5075 Research Drive	5075 Research Drive
Huntsville, AL 35805	Huntsville, AL 35805

For questions concerning this bid contact:
Charles Booth (205)-910-5052 charles.booth@tarcoq.us

I/We agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and 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 or otherwise. I have read and understand all terms and conditions of this bid.

Agri-AFC, LLC _____ A

Company Name

P.O. Box 2207 Decatur, AL 35601 _____

Mailing Address

Decatur, AL 35601 _____

City, State, Zip

256-308-1626 W _____

256-303-7459 C _____

Telephone

steves@agri-afc.com _____

Email

A handwritten signature in black ink, appearing to read "Steve Sanderson", written over a horizontal line.

Authorized Signature

Steve Sanderson _____

Typed Authorized Name

Sales Manager _____

Title

256-560-2626 _____

Fax

An electronic version of this bid is available in MS Word format and price sheets in MS Excel by emailing charles.booth@tarcog.us and on the www.nacpassociation.org under vendor information tab. In order to decrease the evaluation time and insure award by the award date please enter you responses in the MS Word document and prices in the MS Excel files if possible, and return it in hard copy with your bid response package and in electronic form. Exclusion of the electronic files in a bid response is not a basis for rejection.

The original version of this document in the NACPA office shall be the master document and bid responses that have material alterations, changes or deletions could be excluded from consideration. 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 NACPA member). Prices shall be firm for ALL NACPA members and their departments and locations for term of the agreement, unless otherwise agreed upon by the vendor (s) and NACPA. Fax or e-mail responses to this bid will not be accepted.

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 may provide up to three alternate products per category.
- It is the objective of the NACPA to acquire products that provide long-term residual control.

The North Alabama Cooperative Purchasing Association, hereinafter referred to as the "Cooperative," was established to consolidate the procurement of equipment and supplies in order to obtain volume discounts for all agencies in the Cooperative.

The "host" agency for the "Cooperative" will be the "Top of Alabama Regional Council of Governments" (TARCOG).

The award of all bids will be made by the Coordinator/Executive Director in accordance to the provisions set forth in the Intergovernmental Agreement.

Each member of the "Cooperative" will be responsible for the issuing of its own Purchase Orders, delivery instructions, invoicing, insurance requirements and the issue of its own tax exemption certificates as required by vendor.

The members of the "Cooperative" at present are as follows:

Alabaster Water Board	City of Rainsville
ARC of Madison County	City of Tuscaloosa
Athens Utilities	Cullman County Commission
City Alabaster	Cullman County School System
City of Arab	Decatur Utilities
City of Arab School System	Dekalb County Commission
City of Athens	Dekalb County Fire Association
City of Athens School System	Huntsville Housing Authority
City of Decatur	Limestone County Commission
City of Decatur School System	Limestone County School System
City of Hartselle School System	TARCOG (Host Agency)
City of Madison	Town of Fyffe
City of Madison School System	Town of Ider
City of Muscle Shoals	Town of Sylvania

It is anticipated that the following local government agencies and school systems within North Alabama may participate in the "Cooperative" as a member and that vendors must agree to provide any additional member listed below the same prices as quoted in any existing "Cooperative" contract.

- | City of: | Town of: | School System of: |
|----------------------------|-----------------------------|--------------------------|
| Albertville | Ardmore | City of Albertville |
| Bridgeport | Courtland | City of Boaz |
| Boaz | Elkmont | City of Florence |
| Cullman | Falkville | City of Ft. Payne |
| Florence | Gurley | City of Gadsden |
| Ft. Payne | Hillsboro | City of Guntersville |
| Guntersville | New Hope | City of Hartselle |
| Hartselle | Lexington | City of Russellville |
| Huntsville | Owens Cross Road | City of Huntsville |
| Moulton | Rogersville | City of Moulton |
| Stevenson | Triana | City of Sheffield |
| Scottsboro | | City of Tusculmbia |
| Sheffield | Trinity | Colbert County |
| Tuscumbia | Woodville | Dekalb County |
| | | Jackson County |
| | | Lauderdale County |
| | | Lawrence County |
| County Commissions: | Colleges/University: | |
| Colbert | Alabama A&M | Madison County |
| Jackson | Calhoun Community | Marshall County |
| Madison | Drake Technical | Morgan County |
| Marshall | N. E. Rainsville | Winston County |
| Morgan | N. E. Muscle Shoals | |
| Franklin | UAH | |
| Lauderdale | UNA | |
| Wallace State | Athens State College | |
| Other: | | |

Huntsville/Madison County Airport Authority , Space and Rocket Center, NACOLG, Von Braun Center, NARCOG Housing Authorities, Volunteer Fire Departments, Health Departments, Public Libraries , Water-Electric-Sewer Boards/Utilities of the above Cities and Counties

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 and item description. 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. It is requested that bid responses be submitted in electronic format.

For A 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.

Bidders must be available to answer any questions from the review committee and may be asked to give a presentation on their bid response. Most questions can be quickly answered by phone.

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 NACPA members and successful vendors 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 North 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 periods upon mutual agreement. NACPA reserves the right to extend the contract additional periods in accordance with the State of Alabama bid law.

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 NACPA before or at the time of the increase. The NACPA shall reserve right to terminate the contract based on price increases or lack of justification.

GENERAL REQUIREMENTS

In order to be considered for the North 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 NACPA and is responsible for execution of the Contract in full.
- The NACPA 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 NACPA member. Any purchase orders required will be generated by the members. The NACPA and TARCOG shall 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, or by fax.
- 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 NACPA member). Prices shall be firm for ALL NACPA members and their departments and locations for term of the agreement unless otherwise agreed upon between the vendor (s) and NACPA.
- Periodically NACPA may conduct an audit to verify the quoted pricing. The vendor's company should assist in providing manufacturer's invoices 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 North 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 NACPA reserves the right to award to one or more vendors based on geographic regions among other factors.

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: 1) Contact Name; 2) Address; 3) Telephone Number; 4) Federal ID #.
- 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 NACPA to acquire products that that provide long-term residual control.

Award of Contract

The award of this bid will be made after a committee of NACPA members review and evaluate the submitted bid package in total. Award will be on or about January 31, 2012. Award will be based on the lowest responsible bid. The NACPA reserves the right to award to one or more vendors based on geographic regions among other factors.

A Bid Response will be rejected if:

- Bid response not properly identified
- Received after bid deadline
- Incomplete bid
- Multiple bids in same envelope not submitted or properly identified
- Bid response not in the original form
- 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
- Alteration of the bid document and language from the Master document

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?

Policies in place to handle adjustments, complaints, etc., will involve manufacturers, etc. when needed.

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

- a. Contact's Name Steve Sanderson
- b. Address 121 Somerville Rd. Decatur, AL 35601
- c. Telephone Number 256-303-7459c
- d. Federal ID# 86-1069801
- e. Contact's Email SteveS@agri-afc.com

3. Are you willing to assist in the marketing of the NACPA, 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)?

Handled same way, if order is of small quantity, UPS or other freight may be used.

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?

No different, use same contact info!

References:

1. City of Decatur
P.O. Box 488
Decatur, Al. 35602
1-256-341-4553
2. City of Huntsville – Utilities
P.O. Box 2048
Huntsville, Al. 35804
1-256-535-1363
3. Town of Priceville
242 Marco Drive
Priceville, Al. 35603
1-256-355-5476

6. Provide 3 references preferably public sector agencies:

HERBICIDES (Vendors may provide up to 3 options per line item)	Manufacturer	Brand	Ingredient Specifications (Active/Inactive %)*	Container Size	Price per Container	Package Size (# of Containers)	Recommended Amount Per Acre of Coverage
1 Herbicide, Soil Active							
Simazine	Syngenta	Princep T/O	41.9%	2.5 gal	\$41 ⁰⁰	2 X 2.5 gal	2-4 gal / AC
Metribuzin	Bayer	Sencor T/SDF	75%	5 lb.	\$345 ⁰⁰	4 X 5 lb.	1/3 - 2/3 lb / AC
Trifluralin	Andersons	Trammel	5%	40 lb.	\$25 ⁰⁰	1 EA	80 lb / AC
2 Herbicide, Aquatic Weed & Brush Control							
2,4-D Amine	Winfield	Shredder	47.3%	2.5 gal	\$35 ⁶³	2 X 2.5 gal	2-4 pt / AC
Disuat	Syngenta	Reward	37.3%	1 gal	\$83 ⁰⁰	4 X 1 gal	1-2 pt / 100 gal
Glyphosate	Monsanto	Roundup Custom	53.8%	2.5 gal	\$43 ⁷⁵	2 X 2.5 gal	2-4 pt / AC
3 Herbicide, Perennial Grass & Broadleaf Control							
2,4-D, Dicamba, MCPP	Winfield	Strike 3	30.5% 2,4-D 2.77% Dicamba 8.7% MCPP	2.5 gal	\$62 ²⁵	2 X 2.5 gal	2-4 pt / AC
Thiencarbazone-Methyl	Bayer	Celsius		10 oz	\$93 ⁴⁰	1 EA	2-4 oz / AC
Sulfosulfuron	Monsanto	Certainty	75%	1.25 oz	\$75 ⁰⁰	1 EA	1.25 oz / AC
4 Herbicide, Broad Spectrum							
Glyphosate	Winfield	Coverstone Plus	41%	2.5 gal	\$35 ⁰⁰	2 X 2.5 gal	2-4 pt / AC
Glyphosate / Disuat	Monsanto	Roundup Quik Pro	73.3% Gly 2.9% Disuat	6.8 lb.	\$65 ²⁸	4 X 6.8 lb	2-5 lb / 10 gal
5 Herbicide, Selective							
FORAMSULFURON SUTENTRAZONE	Bayer	Revolver	2.34%	87 oz	\$550 ⁸⁰	1 EA	20-24 oz / AC
2,4-D, Dicamba, MCPP	PBI Gordon	Surge	.67% 18.75% 2,4-D 3% Dicamba 6.8%	2.5 gal	\$141 ⁰⁰	2 X 2.5 gal	1-2 gal / AC
2,4-D, Dicamba, MCPP	Winfield	Strike 3	30.5% 2,4-D 2.77% Dicamba 8.7% MCPP	2.5 gal	\$62 ²⁵	2 X 2.5 gal	2-4 pt / AC
6 Herbicide, Post Emergent							
Quinclorac	BASF	Drive XLR8	18.92%	.5 gal	\$54 ⁶⁰	4 X .5 gal	64 oz / AC
Thiencarbazone Foramsulfuron, Halosulfuron	Bayer	Tribute Total	30.8% 19.8%, 9.9%	6 oz	\$325 ⁰⁰	6 X 6 oz	2-3 oz / AC
7 Herbicide, Pre Emergent							

8	Prodimine 4L	Control Solution	Prodimine	40.8%	2.5 gal	\$ 83 ⁰⁰	2X2.5 gal	30oz/AC
	Pendimethalin	BASF	Pendulum Aquacap	38.7%	2.5 gal	\$ 122 ⁵⁰	2X2.5 gal	3-4pt/AC
	Oryzalin Fungicide, Turf & Ornamental	UPI	Surfluo T/O	40.4%	2.5 gal	\$ 112 ⁵⁰	2X2.5 gal	2-4 gal/AC
9	Iprodione	Bayer	Chipco 26019	23.3%	2.5 gal	\$ 147 ⁰⁰	2X2.5 gal	4-8oz/1000 sq ft.
	Thiophanate-Methyl	Nufarm	Cleary 3336	41.25%	2.5 gal	\$ 202 ⁵⁰	2X2.5 gal	87oz/AC
	Chlorothalouil Adjuvants	Syngenta	Docket W5	54%	2.5 gal	\$ 90 ⁸⁰	2X2.5 gal	2-4pt/AC
10	Alkylpolyethoxylate	Winfield	Top Surf	80/20 NIS	2.5 gal	\$ 37 ²⁵	2X2.5 gal	1-4pt/100 gal
	Methylated seed Oil	Winfield	Destiny HC	92%	2.5 gal	\$ 47 ⁰⁰	2X2.5 gal	1-1.5pt/AC
	Am. Sulfate - NIS Growth Regulators	Winfield	CLASS Act NG	50.5 Am sulfate 45.5 NIS	2.5 gal	\$ 28 ²⁵	2X2.5 gal	2.5 gal/100 gal
11	Trinexapac-ethyl	Control Solution	T-Nex	11.3%	2.5 gal	\$ 350 ⁰⁰	2X2.5 gal	20-30oz/AC
	Trinexapac-ethyl	Syngenta	Podium	11.3%	1 gal	\$ 180 ⁸⁰	2X1 gal	20-30oz/AC
	PESTICIDES							
12	Insecticides							
	Permethrin	UPI	Tengard	36.8%	1.25 gal	\$ 65 ⁰⁰	4X1.25 gal	16oz/10 gal
	Imidacloprid	Nufarm	Mallet 2 F	21.4%	1 gal	\$ 57 ⁰⁰	4X1 gal	20oz/AC
13	Hydramethylnon, S-Methoprene Miticides	Wellmark	Extinguish Plus	.365%	25 lb.	\$ 169 ⁹⁰	1EA	1.5 lb./AC
	Abamectin	Nufarm	Mixx	2%	1 gal	\$ 166 ⁹⁰	4X1 gal	4-8oz/100 gal
	Tau-Fluvaline	Wellmark	MARRIK	22.3%	1 qt.	\$ 83 ⁵⁰	12X1 qt.	.5oz/5 gal
13	Mineral Oil MOSQUITO CONTROL	Drexel	DAM Oil	98%	2.5 gal	\$ 29 ⁹⁰	2X2.5 gal	2-3 gal/100 gal
	Larvicides							
	Malathion	Winfield	Malathion S	57%	2.5 gal	\$ 83 ⁷⁵	2X2.5 gal	1-2pt/100 gal

	Methoprene	Wellmark	Altosid Pro G	1.5%	2.5 gal	\$ 26 ¹⁰	2 X 2.5 gal	1 cup / 2400 sq ft
	Methoprene	Wellmark	Altosid Briquet	8.62%	100 pk	\$ 139 ⁰⁰	1 ea	4 ea / 5000 sq ft.
14	Adulticides							
	Bifentrin	Control Solution	Bifen I/T	7.9%	1 gal	\$ 30 ⁹⁰	4 X 1 gal	3-6 sq ft. / 100 gal.
	Pyrethrin	MGK	Riptide	5%	64 oz	\$ 94 ⁰⁰	4 X 64 oz	1 oz / 10 gal
	Permethrin	MGK	Sector	10%	64 oz	\$ 56 ⁷⁵	4 X 64 oz	1 oz / 1 gal

* Ingredient Specifications (Active/Inactive %) may be provided on separate sheets or brochures.