



Calaveras County

Environmental Management Agency

Brian S. Moss ♦ Agency Administrator / Director of Environmental Health / Air Pollution Control Officer
Mary Mutz ♦ Agricultural Commissioner / Sealer of Weights and Measures

INVITATION TO BID # 03172011

Herbicides

The Calaveras County Department of Agriculture is currently soliciting bids for the County's purchase of herbicides as specified herein.

Each bid shall specify each and every item as set forth in the specifications. Any and all exceptions must be clearly stated in the bid. Failure to set forth any item in the specifications shall be grounds for rejection. The County of Calaveras reserves the right to reject all bids.

Bids must be received at the County Administrative Office no later 3:00 p.m., Thursday, March 17, 2011, 891 Mountain Ranch Rd., Ste. 31, San Andreas, CA 95249. Sealed bids must be received by hand delivery, courier, or hard copy mail. Bids received after the specified deadline will not be considered. All submissions will become matters of public record after all successful bidder contract(s) have been have executed, if any.

Bidders are cautioned to read the specifications and be sure to quote items which meet specifications. Failure to meet specifications for services will cause the County to not accept the services and no payments will be made.

For questions or a paper copy of the bid please contact the Agricultural Commissioner:

Mary Mutz
Department of Agriculture
891 Mountain Ranch Road
San Andreas, CA 95249
(209) 754-6504 ext. 3.
mmutz@co.calaveras.ca.us

Government Center, 891 Mountain Ranch Road, San Andreas, CA 95249-9709

♦ *Environmental Health Department* ♦ *Onsite Wastewater Department* ♦ *Department of Agriculture & Weights and Measures* ♦ *Air Pollution Control District*
(209) 754-6399 Ext. 1 (209) 754-6400 Ext. 2 (209) 754-6504 Ext. 3 (209) 754-6504 Ext. 4
(209) 754-6722 Fax (209) 754-6722 Fax (209) 754-9256 Fax (209) 754-6722 Fax

SECTION 1: OVERVIEW

Background:

Calaveras County Department of Agriculture provides the vegetation management along roadsides for the County Public Works Department. The geography of the County ranges from the foothill ecosystems to the alpine terrain of the Sierra Nevada. Six hundred miles of county roadways are maintained annually through the use of herbicides.

Purpose:

The Invitation to Bid on Herbicides is open at this time to provide adequate chemicals to continue the vegetation management program through the spring of 2011 and the winter of 2012. The County is looking for bids on the amount of chemicals listed below in Section 2.

SECTION 2: SPECIFICATIONS

<i>EXPECTED AMOUNT OF PURCHASE</i>	PRODUCT BRAND	MANUFACTURER	EPA REG NUMBER	PACKAGING	UNIT
1,500 – 1,800 GAL	Round Up Pro Concentrate	Monsanto	524-529-AA	150 Gal Bulk	GAL
40 - 50 GAL	In-Place	Wilbur-Ellis	2935-50169	2 X 2.5 Gal Case	GAL
60 - 75 GAL	Milestone VM	Dow AgroSciences	62719-537-AA	2 X 2.5 Gal Case	GAL
10 – 20 GAL	Transline	Dow AgroSciences	62719-259-AA	2 X 2.5 Gal Case	GAL
2.5 – 5 GAL	Round Up Pro Concentrate	Monsanto	524-529	2 X 2.5 Gal Case	GAL
1 – 5 GAL	No Foam	Wilbur-Ellis Co.	2935-50137-ZA	12 X 1 Qt Case	QUART

SECTION 3: INSTRUCTIONS TO BIDDERS

Proposal:

To submit a bid, complete the attached BIDDER ACKNOWLEDGMENT, BID PRICE LIST and return as directed.

1. Price per unit shall be quoted to exclude sales tax.
2. All quotes are to be F.O.B. San Andreas.
3. Each product for which a price is quoted may be considered individually.
4. Indicate price breaks, discounts, rebates, if any, at applicable volumes.
5. All bids are to be submitted in a sealed envelope.

Substitutions:

Substitutes, or equals to the brands listed in the Specifications Table will be considered at the discretion of the County.

SECTION 4: SELECTION PROCESS

The bid may be awarded to one vendor, or split among the lowest bidders for each product separately. If selected, successful bidder(s) will be required to sign the Agreement for Services attached to this bid.

SECTION 5: BIDDER ACKNOWLEDGMENT

BIDDER ACKNOWLEDGMENT

In submitting bid, the undersigned agrees that the bid includes, and bidder is subject to the following:

- A. Brands referenced in the product list are "brand specific". Substitutes "or equals" to these brands will be considered only at the discretion of the County.
- B. Vendor must be licensed as a pesticide dealer by the California Department of Pesticide Regulation (CDPR).
- C. Vendor must have a CDPR licensed Pest Control Advisor (PCA) on staff, who has vegetation management experience. The PCA shall provide a written recommendation for roadsides and other applications as necessary.
- D. Vendor shall supply pumps, meters & hoses adequate to provide a loading system for materials purchased in bulk containers.
- E. Vendor shall provide initial set up with delivery of chemicals, training on the use of the loading system and assure compatibility with the NORSTAR RS 6000 Roadside Sprayer.
- F. Any returnable containers, such as large totes or drums, are the responsibility of the vendor and shall be recovered at the request of the County. Bulk containers shall be recovered by vendor in an un-rinsed condition.
- G. Vendor shall store chemicals and deliver chemicals as needed at the request of the county. Such activity shall occur within 5 working days of the request or as otherwise mutually arranged or agreed upon.
- H. Each product for which a quote is offered shall be registered with the California Department of Pesticide Regulation.
- I. A specimen label and Material Safety Data Sheet shall be provided for each product for which a price quote is offered.
- J. Contractors who fail to comply with the *Terms of Contract* shall be banned from bidding for three consecutive years.

COMPANY NAME _____

CONTACT PERSON _____

CONTACT PHONE _____

SIGNATURE

DATE

BID PRICE LIST

<i>EXPECTED AMOUNT OF PURCHASE</i>	PRODUCT BRAND	MANUFACTURER	EPA REG NUMBER	PACKAGING	UNIT	UNIT PRICE
1,500 – 1,800 GAL	Round Up Pro Concentrate	Monsanto	524-529-AA	150 Gal Bulk	GAL	
40 - 50 GAL	In-Place	Wilbur-Ellis	2935-50169	2 X 2.5 Gal Case	GAL	
60 - 75 GAL	Milestone VM	Dow AgroSciences	62719-537-AA	2 X 2.5 Gal Case	GAL	
10 – 20 GAL	Transline	Dow AgroSciences	62719-259-AA	2 X 2.5 Gal Case	GAL	
5 GAL	Round Up Pro Concentrate	Monsanto	524-529	2 X 2.5 Gal Case	GAL	
1 – 5 GAL	No Foam	Wilbur-Ellis Co.	2935-50137-ZA	12 X 1 Qt Case	GAL	

COMPANY NAME _____

CONTACT PERSON _____

SIGNATURE _____

AGREEMENT FOR SERVICES

HERBICIDE PURCHASE CALAVERAS COUNTY, CALIFORNIA

THIS AGREEMENT, made and entered this ____ day of _____, 2011 by and between COUNTY OF CALAVERAS, State of California, hereinafter referred to as the COUNTY, and _____, hereinafter referred to as the VENDOR.

WITNESSETH

WHEREAS, the COUNTY requires herbicides to control the vegetation along county maintained roads; and,

WHEREAS, the VENDOR is duly licensed in the State of California as a Pest Control Dealer and is qualified and experienced to provide such herbicides.

NOW, THEREFORE, BE IT RESOLVED that the COUNTY and the VENDOR, for the consideration hereinafter named, agree as follows:

I. WORK TO BE DONE

The scope of work shall include the TERMS OF CONTRACT as found in the Invitation to Bid #03172011.

II. TIME OF PERFORMANCE

The term of this AGREEMENT shall expire when the VENDOR delivers the final load of product specified in the purchase order and removes all containers/totes.

III. PAYMENT FOR SERVICES

For the services described herein, the VENDOR shall be compensated after each load of product is delivered upon receipt of an invoice.

IV. TERMINATION OR ABANDONMENT

The COUNTY reserves the right, by giving written notice to the VENDOR, to terminate this AGREEMENT or to suspend or abandon all or a portion of the herbicide bid.

V. NOTICES

Any and all notices, invoices or other communications required or permitted by this AGREEMENT or by law to be served on or given to either party hereto, by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid. Such correspondence to the County shall be addressed to Calaveras County, Department of Agriculture, 891 Mountain Ranch Road, San Andreas, CA 95249. Attention: Shawn Kuntz.

VI. INDEMNITY AND INSURANCE

VENDOR acknowledges and agrees that he/she is an independent VENDOR in the performance of this AGREEMENT and is not and shall not be an employee of the COUNTY and will defend, indemnify and hold harmless the COUNTY, its Officers, Agents and Employees from any and all claims or losses for damage from death and/or injury to persons or physical damage of properties resulting from any willful act, fault or negligence of VENDOR or his/her employees in the performance of the services under this AGREEMENT, except for claims or losses due to any negligent acts or omissions by the COUNTY, its Officers, Agents or Employees.

VENDOR, at his/her own cost and expense, shall procure and maintain during his performance of this AGREEMENT a policy of Worker's Compensation or employer's liability insurance, issued by an insurance company acceptable to COUNTY for the protection of his employees, including executive, managerial, and supervisory employees, engaged in any work required by this AGREEMENT.

VII. LICENSES, PERMITS, REGISTRATION

The VENDOR certifies that it has procured and will maintain during the term of the Agreement all applicable licenses, permits, variances and agreements as required by applicable Federal, State, and local laws, regulations, and ordinances.

VIII. GENERAL COMPLIANCE WITH LAWS AND ATTORNEY'S FEES

The VENDOR shall be required to comply with all Federal, State and local laws and ordinances applicable to the performance of the work covered by this AGREEMENT. If any action of law is necessary to enforce or interpret the terms of this AGREEMENT, the dispute shall be governed by California State law and the venue shall be in the County of Calaveras.

IX. SUBLETTING AND PERSONNEL ASSIGNMENTS

The VENDOR acknowledges and agrees that the subletting or transfer of any portion of the work covered by this AGREEMENT, except as otherwise provided herein, shall be prohibited.

X. NONDISCRIMINATION CIVIL RIGHTS ACT OF 1964

During the performance of the work covered by this AGREEMENT, the VENDOR shall comply with applicable provisions of the Civil Rights Act of 1964.

XI. SUCCESSOR AND ASSIGNS:

This AGREEMENT shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this AGREEMENT the day and year first above written.

COUNTY OF CALAVERAS

By _____
Firm

By _____
County Administrative Officer

APPROVED:

Calaveras County Administration

County Administrative Officer

ATTEST:

County Clerk and Ex-Officio Clerk
To the Board of Supervisors
County of Calaveras, CA

APPROVED AS TO FORM:

County Counsel