

REQUEST FOR PROPOSAL

**Purchase of Fiscal Year
2020/2021 Pesticides**

GLENN COUNTY

November 15, 2020

GLENN COUNTY DEPARTMENT OF AGRICULTURE

720 North Colusa Street

Willows, CA 95988

(530) 934-6501

Approved for Solicitation



Marcie Skelton

Agricultural Commissioner/Sealer

County of Glenn

REQUEST FOR PROPOSAL

1. **Introduction:** The Glenn County Department of Agriculture is seeking quotations from qualified pesticide vendors to supply Glenn County with pesticides.
2. **Scope:**
 - 2.1. The selected vendor(s) will provide the pesticide requirements for Glenn County based on descriptions and estimated quantities outlined in Appendix A.
 - 2.2. The County shall issue Master Purchase Agreement Orders for our anticipated maximum quantities of pesticide required. Glenn County Department of Agriculture shall draw goods from Master Purchase Orders on an “as needed” basis. The vendor shall deliver to Glenn County any goods drawn from the Master Purchase Order within seven (7) business days after receipt of order (A.R.O.) from Glenn County drawn against the Master Purchase Order.
 - 2.3. Any exceptions to this delivery requirement are to be noted in your proposal.
 - 2.4. The County does not guarantee any minimum or maximum purchase quantity. The County may terminate the Master Purchase Order, in whole or in part, at any time and for any reason immediately, upon written notice to the vendor. The County sole liability will be limited to the amount due for goods and related services accepted by the County.
 - 2.5. The term of the Master Purchase Order will be from the date the Master Purchase Order is executed by the County Purchasing Agent until June 30th, 2021.
 - 2.6. All prices and/or discounts quoted must be held for the term of the Master Purchase Order and all prices will be F.O.B. Willows and/or Orland, California.
 - 2.7. All purchases will be subject to the Purchase Order Terms and Conditions outlined in the RFP and in Appendix B. If any conflict or inconsistency between Terms and Conditions and this RFP occur, the conditions listed in this RFP shall control in all respects.
 - 2.8. If a vendor proposes a substitution, it must be noted clearly in the proposal. Vendors must include complete manufacturers specifications for any alternates offered and provide a clear and complete description of the material being proposed including trade name, container size, type and any other relevant identification information including product label and Safety Data Sheets (SDS). The County may request at no charge samples and/or product demonstration. The County reserves the right to reject any proposal substitutions without cause.
 - 2.9. The County reserves the right to purchase our pesticide requirements on an individual item by item basis from one or more qualified vendors.
 - 2.10. The vendor will designate a contact person to coordinate training and/or shipments with County staff.
 - 2.11. The vendor will provide two sets of labels and Safety Data Sheets (SDS) upon delivery for each pesticide order.
 - 2.12. The vendor will pick up and recycle and/or return all empty reusable containers at the request of the County in a timely manner.
 - 2.13. Vendors must supply “Pesticide Use Recommendations”.

- 2.14. Per the County of Glenn Administrative Manual Section 04.02.07 Favorable Price, the following statement applies:
- 2.14.1. The County Purchasing Agent or designee shall procure the best price for the supplies and fixed assets purchased by him or her can be reasonably obtained, taking into account quality and efficient operation of the department.
 - 2.14.2. Whenever price and quality are equal, County Purchasing Agent or designee shall purchase supplies and fixed assets from vendors located within the County.
- 2.15. Vendors must provide 40 hours of Customer Field Support over one (1) year.
3. **Discrepancies, Ambiguities or Conflicts:** Should the vendor discover discrepancies, ambiguities or conflicts in the proposal documents, or should the vendor be in doubt as to the true meaning of part of the proposal document, vendors may submit to Glenn County a written request for an interpretation. Requests should be submitted at least five (5) business days prior to the proposal deadline. If a modification appears in order, any such modification will be posted as an Addendum on the Glenn County website prior to the proposal deadline. All clarifications, corrections, or changes to the solicitation documents will be made by Addendum only. Vendors shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. It is the vendor's sole responsibility to ascertain that they have reviewed all Addenda issued for this solicitation.
4. **Contacts:** Information regarding this Request for Proposal and related documents may be obtained by contacting the Glenn County Department of Agriculture at (530) 934-6501 during business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
5. **Tentative Schedule:**
- | | |
|------------------------------|--|
| Distribute Notice of RFP: | November 18, 2020 |
| Proposals Due: | December 18, 2020 (no later than 12:00 p.m.) |
| Award Master Purchase Order: | January 5, 2021 |
6. **Vendor Qualifications:** The vendor must be currently licensed as a pesticide dealer by the California Department of Pesticide Regulation (CDPR). The vendor must provide the County with a copy of this license. If a written recommendation is provided, the vendor must have a CDPR-licensed Pest Control Advisor (PCA) on staff, with Category E (Weed Control) and Category D (Vertebrate Control) endorsements. The PCA must provide training in the proper use of the recommended pesticides and spray adjuvant. The training will be held at times and places mutually convenient to the County and vendor, but before the first use of any pesticide.
7. **Content of Proposal:** The vendor must submit documentation that they meet the "Vendor Qualifications" in section 6. Must provide the documentation required in section 2.8 for any proposal substitutions.
8. **Proposal Submission:** Interested vendors should submit their Proposal submission to the Glenn County Department of Agriculture via email to: agcommr@countyofglenn.net with a subject line of: **VEM RFP-Glenn 2021**
9. **Selection Criteria:** A selection committee will evaluate the proposal using a rating matrix consisting of the following criteria.

1. Vendor qualifications
2. Price
3. Vendor ability to meet delivery requirements in section 2.2

Appendices

APPENDIX A

Proposal with Estimated Requirements

APPENDIX B

Sample Master Purchase Order

EXHIBIT A

Sample Master Purchase Order – Terms and Conditions



COUNTY OF GLENN Department of Agriculture	
APPENDIX A PROPOSAL WITH ESTIMATED REQUIREMENTS Fiscal Year 2020-2021 Pesticides	
Issue Date:	Due Date:
Questions: Glenn County Department of Agriculture (530) 934-6501	

All proposals and attachments must be received by the Agricultural Department no later than 12:00 p.m. on December 18, 2020. Please read the material in this Request for Proposal (RFP) thoroughly before submitting your proposal. Submit to: agcommr@countyofglenn.net subject line: **VEM RFP-Glenn 2021**

Propose each item separately as stated in units specified below. Extend prices based on total quantity required. ***NOTE:** Proposals must not include Federal or California sales tax. Exemption certification will be completed by Glenn County. California sales tax shall be added to the purchase order(s).

Item #	Qty	Unit of Measure	Container Size	Item Description, Specifications, & CA Reg #	Unit Price	Ext Price (Qty x Unit Price)
1	750	gallons	Tote	Roundup Pro Concentrate Herbicide EPA# 524-529	\$	\$
2	85	gallons		Cleantraxx Herbicide EPA# 62719-702	\$	\$
3	50	gallons		Esplanade 200 SC Herbicide EPA# 432-1516	\$	\$
4	30	gallons		Milestone Herbicide EPA# 62719-519	\$	\$
5	30	gallons		Pathfinder II Herbicide EPA# 62719-176	\$	\$
6	90	gallons		Reign (or equivalent) Drift Retardant EPA# 34704-50045	\$	\$
7	90	gallons		Spreader 90 (or equivalent) Adjuvant EPA# 34704-50055	\$	\$
8	145	gallons		Transline Herbicide EPA# 62719-259	\$	\$
9	50	gallons		Arrow 2EC (or equivalent) Herbicide EPA# 66622-60	\$	\$
10					\$	\$



COUNTY OF GLENN Department of Agriculture
APPENDIX B SAMPLE MASTER PURCHASE ORDER Fiscal Year 2020-2021 Pesticides
Questions: Glenn County Department of Agriculture (530) 934-6501

Glenn County Department of Agriculture
 720 North Colusa Street
 Willows, CA 95988
 (530) 934-6501
agcommr@countyofglenn.net
www.countyofglenn.net/dept/agriculture

MASTER PURCHASE ORDER

Please show this number on all invoices, packing slips,
 packages, and correspondence.

MPO XXXXXX Date: _____

VENDOR Information		GLENN COUNTY PESTICIDE PROPOSAL 2020/21
ABC Distributing		ISSUED DATE:
123 Any Street		EXPIRATION DATE:
Your Town, CA 11111		Total purchases shall not exceed:
Phone: (123) 456-7890	Contact: John Doe	Delivery instructions will be provided when materials are drawn from this order.

Description of Material or Service	Min. Qty	Max. Qty	Unit	Unit Price	Max. Cost
Misc. Chemical A					
Misc. Chemical B					
Subtotal					
Sales Tax 7.25%					
Total					

This Purchase Order is subject to the terms and conditions in
 the Pesticide RFP and those listed in "EXHIBIT A".

VOID – Sample

 Authorized by the Glenn County Board of Supervisors, ___ DATE ___

SUBJECT TO TERMS AND CONDITIONS (EXHIBIT A)



COUNTY OF GLENN Department of Agriculture
EXHIBIT A SAMPLE MASTER PURCHASE ORDER TERMS AND CONDITIONS Fiscal Year 2020-2021 Pesticides
Questions: Glenn County Department of Agriculture (530) 934-6501

GENERAL TERMS AND CONDITIONS

Agreement. Seller agrees that the only terms and conditions that are applicable to this contract are those issued by the County of Glenn, California, and no other terms and conditions shall be binding upon the parties. Any additional or different terms or conditions offered by the Seller are hereby rejected. If a court of competent jurisdiction holds any part of this contract invalid, the balance shall retain its full force and effect. This purchase order, and any additional documents incorporated herein by reference, set forth the entire agreement between Seller and County.

Artwork, Designs, etc. (a) Upon completion or cancellation of this order, Seller shall return all designs, drawings, and blueprints (Artwork) that are furnished by the County for the production of the goods. Artwork shall not be used by the Seller in the production of materials for any third party without express written consent of the County. Artwork involves valuable property rights of County and shall be held confidential by Seller. (b) Unless otherwise agreed herein, at its own cost Seller shall supply all materials, equipment, tools and facilities to perform the work described herein.

Any materials, equipment, tools, artwork, designs, or other properties furnished by County or specifically paid for by County shall be County’s property. Any such property shall be used only in filling orders from County and may on demand be removed by County without charge. Seller shall use such property at its own risk and shall be responsible for all loss of or damage to the same while in Seller’s custody. Seller shall at its cost store and maintain all such property in good condition and repair. County makes no warranties of any nature with respect to any property it may furnish to Seller hereunder.

Assignment. Seller shall not delegate or subcontract any duties or assign any rights or claims under the purchase order without County’s prior written consent.

Authorized Distributor. Seller shall be an authorized distributor of the product being sold or must be able to show substantial evidence that the product manufacturer will honor the manufacturer’s warranty of the product when purchased by the County from the Seller. The County reserves the right to cancel this order if the manufacturer refuses to honor the product warranty.

Backorders & Product Substitution. The seller shall not backorder any item nor make any product substitution without prior written authorization from the Purchasing Division.

Changes in Contract. It is mutually understood and agreed that no alteration or variation of the

terms of this contract shall be valid unless made in writing and signed by the County, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties, shall be binding. The County will not compensate Seller for goods not authorized by written Change Order. The County shall have the right to revoke, amend, or modify this order at any time by issuance of a written Change Order. Seller's failure to respond within ten (10) days to a written Change Order shall constitute Seller's acceptance of the change without price or other adjustment.

Compliance with Laws – Goods and Services. All goods and services shall comply with all current federal, state, and other laws relative thereto, including but not limited by those set forth by the Occupational Safety and Health laws of this state. Seller further agrees to indemnify, defend, and hold the County harmless for any failure to so conform. If, in connection with the specified goods, Seller is required to comply with the Occupational Safety and Health's hazardous communications standard, SELLER SHALL PROVIDE COPIES OF APPLICABLE SAFETY DATA SHEETS (SDS) AT THE TIME OF DELIVERY OF THE GOODS.

Default by Seller/Breach of Contract. The County reserves the right to cancel at any time, any or all items not delivered as directed and within the time specified. In case of default by Seller, the County may procure the goods or services from any source available and may charge the difference between the price named in the contract or purchase order and the actual cost thereof to the Seller.

Delivery - Time is of the Essence. Time is of the essence of this contract and failure to deliver the goods or services specified herein shall be a material breach of this contract. If Seller cannot deliver the goods within the specified time, Seller shall promptly notify County of the earliest possible date for delivery. Notwithstanding such notice, County may terminate this order or any part thereof without liability except for goods previously delivered and accepted. County's receipt or acceptance of all or part of a nonconforming delivery shall not constitute a waiver of any claim, right or remedy County has under this order or applicable law.

F.O.B. Point and Title. The F.O.B. point for this order shall be "F.O.B. Destination" unless otherwise shown on the face of this purchase order. Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by Seller, or his agent, shall pass to the County upon the County's inspection and acceptance of such items at the County's premises. Supplier warrants that all articles, materials, and work are free and clear of all liens and encumbrances whatsoever, and that Supplier has a good and marketable title to same, and Seller agrees to hold County free and harmless against any and all claimants to said article, material, or work. Transportation charges shall be prepaid by the Seller and added to the invoice. THE ORIGINAL FREIGHT BILL MUST BE ATTACHED TO THE SHIPMENT. No charges for transportation, containers, packing, handling, or inside delivery will be allowed unless specifically stated in the purchase order.

Force Majeure. Neither party to the Purchase order shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. County may terminate the purchase order upon written notice after determining such delay or default will reasonably prevent successful performance of the order.

Hold Harmless. Seller shall indemnify, defend, and hold harmless the County, and its officers, officials, employees and agents, from and against any and all claims asserted, liability, loss damage, expense, costs, including without limitation costs and fees of litigation, of every nature arising out of, directly or indirectly, or in connection with this contract or the acts or omissions of Seller, Seller's subcontractors, employees, representatives, agents and invitees including, but not limited to, performance of the work hereunder or failure to comply with any of the obligations contained herein, except such loss or damage which was caused by the established active negligence of County or the established sole negligence or willful misconduct of County, its officers, officials, employees and agents. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such liability, loss, damage, expense or cost. The Seller agrees that the use of any public streets and improvements that are part of or subject to this contract shall be at all times, before final acceptance by the County, the sole and exclusive risk of Seller. The Seller further specifically agrees that he shall indemnify and hold County free of any liability for any accident, loss, or damage to the work that is the subject of this contract before its completion and acceptance by the County.

Inspection, Testing, & Approval. Goods shall be received subject to County inspection, testing, approval, and acceptance at County premises notwithstanding any prior payment for such goods. Goods rejected by County as not conforming may be returned to Seller at Seller's risk and expense, and shall not be replaced by Seller without written authorization from County. Substitutions are not permitted except upon specific written authorization of County.

Insurance. When specified herein and/or when specified by bid or quote documents that are incorporated herein by reference, maintenance of required insurance coverage is a material element of this contract and failure to maintain or renew coverage or to provide evidence of renewal shall be a material breach of this contract.

Invoice. Seller shall bill the County in arrears after goods have been shipped and work has been performed. Invoice each purchase order separately, and the purchase order number must appear on all invoices and packing slips. Items on this purchase order must not be billed with those on other purchase orders. Goods shall be itemized as shown on this order, and tax must be shown as a separate line item. Out-of-state Sellers must indicate their State of California Use Tax Permit number when collecting tax. Mail one original invoice to: County of Glenn, Department of Agriculture, 720 North Colusa Street, Willows, CA 95988.

Law and Venue. This contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in **Glenn County, California**, and the parties hereto agree to and do hereby submit to the jurisdiction of such court.

Packaging, Packing Materials, and Manner of Shipping. Goods shall be packaged, marked, and otherwise prepared for shipment by Seller in suitable containers, in accordance with sound commercial practices.

Packing Slip. All shipments of goods shall be accompanied by a packing slip identifying the Seller and describing the goods and quantity shipped.

Patent Indemnity. Seller agrees to hold harmless and fully indemnify the County of Glenn, California, its officers, agents, servants, and employees from all damages or claims for damages, and costs or expenses in law or equity, including costs and expenses incurred, for the use of any invention or discovery and for the infringement of any Letters Patent, not including liability arising pursuant to Section 183 U.S. Code, Title 35 (1952), prior to issuance of Letters Patent, occurring in the performance of this order or arising by reason of the use or disposal by or for the account of the County of items manufactured or supplied under this order.

Payment. Payment terms for this order shall be net 30 days unless otherwise specified herein.

Payment Terms. Payment terms shall be net thirty- (30) days from the date of receipt of invoice or acceptance of goods, whichever occurs last. If County is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice or acceptance of goods by County, whichever occurs last. Delay caused by correction of errors and omissions shall extend the discount period and shall be just cause for withholding settlement without loss of cash discount by County. County may set off any amount owed by Seller to County against any amount owed by County to Seller under the Purchase order. County shall endeavor to pay each invoice within thirty- (30) days, but shall not be responsible to Seller for additional charges, interest, or penalties due to failure to pay within that period.

Permits, Licenses, and Other Requirements. (A) Seller shall comply with all applicable existing and future governmental laws, municipal ordinances, codes, rules, regulations, programs, plans and orders in the performance of the Purchase order. (B) Seller shall be in full compliance with all permit or licensing requirements in connection with the manufacture, sale, shipment, and/or installation of the goods specified in the Purchase order.

Prices. All prices shall be as stated in the Purchase order and are firm and not subject to escalation.

Quantities. Seller shall deliver the exact quantities specified in the purchase order. County reserves the right to reject incomplete deliveries and to return at Seller's risk and expense excess quantities delivered.

Rejection of Disclaimers of Warranties. THE COUNTY OF GLENN, CALIFORNIA, REJECTS ANY DISCLAIMER BY SELLER OF ANY WARRANTY, STANDARD, IMPLIED OR EXPRESS UNLESS SPECIFICALLY AGREED TO ON THE FACE OF THIS PURCHASE ORDER, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Severability. If any provision of the Purchase order is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Purchase order did not contain the particular provision held to be invalid.

Shipping and Handling Charges. No shipping, transportation, or handling charges will be allowed

unless specified on the face of this order (see "F.O.B. Point and Title" above.)

Taxes. This order is subject to California Sales Tax. The County is exempt from Federal Excise Tax and will provide an exemption certificate upon request.

Termination for Convenience. The County reserves the right to terminate this contract WITHOUT CAUSE and without penalty immediately after ten- (10) days written notice, unless otherwise specified.

Termination for Default. In addition to any other remedies or rights it may have by law, the County may by written notice terminate this order immediately and without penalty for Seller's DEFAULT, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the materials or supplies or perform the services within the time specified or any written extension thereof. In such event, the County may purchase or otherwise secure materials, supplies, or services and, except as otherwise provided therein, Seller shall be liable to the County for any excess costs occasioned by the County of Glenn, California, thereby.

(No) Waiver. Failure of County to enforce any provision of the Purchase Order shall not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce any other provision of the Purchase Order.

Warranties. In addition to any other express or implied warranties, Seller warrants that all goods delivered under this order will be (1) new, suitable for the use intended; (2) of the grade and quality specified; (3) free from all defects in design, material and workmanship; (4) in conformance with all samples, drawings, descriptions and specifications furnished by County; and (5) in compliance with all applicable federal, state, and local laws and regulations. These warranties shall not be deemed to exclude Seller's standard warranties or other rights or warranties that County may have or obtain. At its expense and option, Seller shall replace or repair any goods not conforming to the foregoing warranties. If, after notice, Seller fails promptly to replace or repair any such goods, Seller shall promptly refund to County the full purchase price paid by County for such goods.