STATE OF NORTH CAROLINA

DEPARTMENT OF ADMINISTRATION,

DIVISION OF PURCHASE & CONTRACT

Invitation for Bid #: DPC-1051285583-BP

STC017A Agricultural Chemicals

Date Issued: September 20, 2024

Bid Opening Date:

October 18, 2024 At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Brian Phillips

State Procurement Specialist III

Email: Brian.Phillips@doa.nc.gov

Phone: 984-236-0296

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STATE OF NORTH CAROLINA
DEPARTMENT OF ADMINISTRATION – DIVISION OF PURCHSE AND CONTRACT
Statewide Term Contract

Refer *ALL* Inquiries regarding this IFB to: **All correspondence with vendors shall be through the Ariba Sourcing Tool. Questions will be received in the Ariba Sourcing Tool (only) based on the schedule in Section 2.4**	**Invitation for Bid #: DPC-1051285583-BP** **Bids will be publicly opened: October 18, 2024 at 11:00 AM** **Microsoft Teams Need help?** **Join the meeting now** **Meeting ID: 218 326 190 341** **Passcode: HJGQJa** **Dial in by phone** **+1 984-204-1487,,456052002# United States, Raleigh** **Find a local number** **Phone conference ID: 456 052 002#** **Join on a video conferencing device** **Tenant key: ncgov@m.webex.com** **Video ID: 113 388 112 5** **More info**
For Statewide Use of All State Entities **STC #: 1017A**	**Commodity # and Description:** **101717 Herbicides, 101915 Pesticides, 123524 Mixtures (Chemicals)**

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated below**. These documents can be accessed from the Ariba Sourcing Tool.

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Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR: Nutrien Ag Solutions, Inc.			
STREET ADDRESS: 891 S Dennis St		P.O. BOX: 428	ZIP: 27823
CITY & STATE & ZIP: Enfield		TELEPHONE NUMBER: 252-445-3013	TOLL FREE TEL. NO: 888 495-8840
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21): 3005 Rocky Mountain Ave. Loveland, CO 80538			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Tim Smith, Sr. Director		FAX NUMBER: 870-367-1804	
VENDOR'S AUTHORIZED SIGNATURE:	**DATE:** 10/10/2024	E-MAIL: timothy.smith@nutrien.com	

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: _____days, or if extended by mutual agreement in writing of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded on date of January 27, 2025 as indicated,

by Brian Phillips, State Procurement Specialist III.

(Authorized Representative of Department of Administration, Division of Purchase & Contract)

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1.0 PURPOSE AND BACKGROUND

The Department of Administration (DOA) serves as the business manager for North Carolina State government and provides leadership to State government for the effective, efficient, economical, and equitable delivery of services to the public. The department also aids and services several advocacy programs that serve diverse segments of the State's population that have traditionally been underserved. The Division of Purchase & Contract (P&C) is the strategic force to provide the State's entities with a catalog of Statewide Term Contracts (STC) that provide for an encompassing organized and efficient manner to pool resources to provide goods and services.

The State through the Department of Administration (DOA) Division of Purchase & Contract (P&C) is seeking vendors to establish a Statewide Term Contract to furnish and deliver the State's requirements for Agricultural Chemicals throughout the State of North Carolina, on an "As Needed" basis, if and when ordered by State Departments, Agencies, and Higher Education Institutions during the contract period.

The State of North Carolina is seeking Vendors for a Statewide Term Contract to supply the State's requirements for Agricultural Chemicals (Fungicides, Herbicides, Insecticides, Pesticides & Adjuvants) throughout the State of North Carolina. These requirements for Agricultural Chemicals excludes fertilizers. The intent of this Invitation for Bids (hereinafter, "IFB") is to receive pricing from Vendors which will offer a savings to the State and confirm, through Vendors' submission of a bid, its ability to meet the State's needs. This contract will replace the State of North Carolina existing Statewide Term Contract 675A.

To comply with Governor Cooper's Executive Order 80 (October 2018), North Carolina's Commitment to Address Climate Change and Transition to a Clean Energy Economy, the contract resulting from this solicitation intends to utilize returnable or refillable containers when available and to purchase in case quantities whenever practical.

The intent of this Invitation for Bid (hereinafter, "IFB") is to receive pricing from Vendors which will offer savings to the State and confirm, through Vendors' submission of bids, its ability to meet the State's needs.

The contract resulting from this IFB is mandatory for State departments and most State Agencies, and by State higher education institutions (except under the conditions specified in G.S. 115D-58.14(a) and G.S. 116-13). The Contract may also be utilized, without further competition, by non-mandatory State Agencies and Other Eligible Entities.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

The intent of this solicitation is to award a Statewide Term Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date") or November 8, 2024 whichever is later.

At any time during the contract period the State may conduct an Open Enrollment process by posting a solicitation in the Ariba Sourcing Tool for the purpose of adding new manufacturer(s) or distributor(s) to the contract, to provide a wide coverage of Goods. The awarded Vendors will remain on the contract for the duration of the contract term unless terminated for convenience.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term after the last active term.

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1.2 ESTIMATED SPEND

Based on the historical usage of the STC, the estimated spend for the term of this contract is over $6 million.

This amount is not guaranteed and could be more or less than the historical expenditure during the contract period. No maximum or minimum quantities are guaranteed.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: http://eprocurement.nc.gov/.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

http://eprocurement.nc.gov/training/vendor-training.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, or issues regarding any component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period.

Other than through the process of negotiations under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

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The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed to during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	9/20/2024
Hold Pre-Bid Conference	State	**9/27/2024 At 10:00 AM**
Submit Written Questions	Vendor	10/1/2024
Provide Responses to Questions	State	10/4/2024
Submit Bids	Vendor	10/18/2024 At 11:00 AM
Intended Contract Award	State	11/8/2024

2.5 SITE VISIT or PRE-BID CONFERENCE

Urged and Cautioned Pre-Bid Conference

Date: 9/27/2024
Time: 10:00 AM EST
Location: Microsoft Teams Need help?
Join the meeting now
Meeting ID: 210 252 976 637
Passcode: G93H5F

Dial in by phone
+1 984-204-1487,,923138751# United States, Raleigh
Find a local number
Phone conference ID: 923 138 751#
Join on a video conferencing device
Tenant key: ncgov@m.webex.com
Video ID: 113 267 560 4
More info

Instructions: Vendor representatives are URGED and CAUTIONED to attend the pre-bid conference and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. A pre-bid conference is scheduled for this IFB. Submission of a bid shall constitute sufficient evidence of Vendor's compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this IFB.

Vendor is cautioned that any information released to attendees during the pre-bid conference, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered as a part of this IFB and any resulting contract.

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2.6 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "**IFB # DPC-1051285583-BP– Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM EST.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.7 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: https://eprocurement.nc.gov/training/vendor-training.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

2.8 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide

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information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

a) Cover Letter, must include the following: (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.

b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.

c) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.

d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.

e) Completed version of ATTACHMENT A: PRICING WORKBOOK

f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM

h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

j) Completed and signed version of Certification FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGEEMENTS AND OMB STANDARD FORM LLL

k) EPA approved labels and SDS sheets for all quoted products. (per Section 4.16)

l) Sustainability Efforts (per Section 4.19)

2.9 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and must include specific pricing. Each bid must be complete and independent of other bids offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found Sourcing Tool, which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

The bid for a line item will be determined by the total for each line item (see **ATTACHMENT A – PRICING FORM**).

While the intent of this IFB is to award a Contract(s) to multiple Vendors, the State reserves the right to make separate awards to

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different Vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices of bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost, and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

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Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to ***the electronic Vendor Portal (eVP), https://evp.nc.gov,*** under the IFB number for this solicitation. Award of a contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete **ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

a) Total cost to the State
b) Level of quality provided by the Vendor
c) Process and performance capability across multiple jurisdictions
d) Protection of the State's information and intellectual property
e) Availability of pertinent skills
f) Ability to understand the State's business requirements and internal operational culture
g) Particular risk factors such as the security of the State's information technology
h) Relations with citizens and employees
i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING WORKBOOK and upload in the Sourcing Tool OR complete the pricing line-item table included in the Sourcing Tool *[choose one]*. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting contract.

4.2 ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage

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during the previous 1 year period. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

4.3 ADDITIONAL SAVINGS OFFERS/REBATES

This component of the Pricing Response is optional, but the State encourages Vendors to provide additional financial incentives/rebates, if possible, within the scope of this IFB, that will benefit the State. These additional incentives could include, but are not limited to additional discounts based on total spend volumes, tier pricing, rebates, additional discounts by manufacturer, etc. Additional Discount Offers shall be in addition to the discounts Vendor offers as a List Item Price. Additional Discount Offers should be provided in ATTACHMENT A: PRICING WORKBOOK.

Additional Discounts: As part of the pricing submittal, Vendors are being requested to propose an additional percentage discount which would be applied to all orders for the remainder of the contract term if and when the total orders against the contract exceed the provided amount, at any point during the life of the contract. Orders from all entities utilizing this contract will count toward the contract volume discount threshold.

Rebates: If a rebate is offered, it will be based on reported sales, on a quarterly basis (see Section 6.6 QUARTERLY REPORTS). The Vendor shall submit the rebate amount due by check with the "Contracts Number," "Report Amount," and "Report Period" on either the check stub or other remittance materials. The payment shall be made by check as described herein.

Checks shall be payable to: NCDOA, Division of Purchase & Contract

Checks shall be mailed to: NCDOA, Division of Purchase & Contract, Contract Manager *(add address)*
1305 Mail Service Center
325 N. Salisbury Street
Raleigh, NC 27603

All discounts in Vendor's bid shall remain in effect for the entire contract period and shall not be decreased. However, the discount may be increased, and any such increase shall remain in effect for the remainder of the contract period and any subsequent extensions. Volume or tier discounts, if offered, shall apply to purchase orders placed for delivery to the same location. Vendors may provide volume or tier discounts to orders that include multiple delivery points from the same agency.
The State reserves the right to accept or reject all or part of the proposed Additional Discount Offers as part of a Vendor's Total Price Submittal Value. The State has sole discretion to not assign value to Vendor's proposed Additional Discount Offers which the State cannot quantify or to give only partial value for Additional Discount Offers. Vendors may offer the State additional discounts using the Additional Discount Offers within ATTACHMENT A-PRICING SUBMITTAL WORKBOOK.

4.4 PRODUCT IDENTIFICATION

BRAND SPECIFIC
Manufacturer(s) name and product descriptions used in this solicitation are product specific. The items offered in response to this solicitation shall be by the manufacturer and the type specified. These specific products are needed due to compatibility and continuity of support. Failure to comply with this requirement shall be a sufficient basis for disqualifying a bid from further consideration.

AND

SUITABILITY FOR INTENDED USE (for Generic)
Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the State's best interest.

4.5 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

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When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.6 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina. Vendor should complete delivery within five (5) business days after receipt of purchase order.

For completion by Vendor: Delivery will be made from Multiple Locations (city, state) within 5 business days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

- **Can a user pick up contract item(s) from the Vendor's location, if desired?** **Yes ☑ No ☐**
- **If yes, will an additional discount apply?** **Yes ☐ No ☑**
- **If an additional discount applies, provide the discount within ATTACHMENT A.**

The State reserves the right to consider this option as a factor in the award of the contract.
Add Pick-Up Location(s) in the table below

Name	Name
Nutrien Ag Solutions, Inc.	Nutrien Ag Solutions, Inc.
Street Address	**Street Address**
891 S Dennis St	345 Pugh Rd
City, State, Zip	**City, State, Zip**
Enfield, NC 27823	Clinton, NC 28329

4.7 ON-TIME DELIVERY RATE

The Vendor shall maintain an on-time shipment rate of at least 95% of orders being shipped within delivery terms. On-time shipment is defined as shipping all ordered items to the receiving point designated by the Buyer within the shipping time required in Section 4.5 DELIVERY. The on-time shipping rate is calculated using the following formula:

Shipment Timing	Percent On-Time Shipment Rate
Section 4.6 Calendar Days	95%
910-	

(Number of On-Time Order Shipments)/ (Total Number of Orders) x 100% = On-Time Shipment Rate
Note: On-Time Shipment Rate will be rounded to the nearest whole percent.
NOTE: An order will not be considered shipped until all items in the order have been shipped to the State. This includes all shipments required to complete a given order. Therefore, the "Total Number of Orders" is equal to the total number of orders received, subtracting any orders that are cancelled by the State prior to shipment. If the Vendor makes multiple shipments to fill a single order, the shipment is not considered complete until all items have been shipped. Once all items have been shipped the order will be considered either "On-Time" or "Late". Vendor shall not cancel or require that the State cancel any partial order or item considered "back-ordered" due to shipment delay unless requested to do so by the State, nor engage in any process or activity with an effect of inflating the actual On-Time Shipment Rate without prior written authorization from the State.

4.8 MINIMUM ORDERS

The minimum order, qualifying for prepaid transportation, is $500.00 for any single order. The State shall be required to use this

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contract for orders less than the minimum order amount. However, in such cases the order will be shipped prepaid and actual transportation charges may be added to the invoice as a separate line item. The transportation costs charged for orders below the minimum order amount should be commensurate with or less than shipping charges of major small package shippers such as the US Postal Service. No surcharge or handling charge shall be added or assessed for such orders. Vendor must provide an estimated shipping amount to the Buyer upon request.

4.9 PACKAGING AND STORAGE

Refer to ATTACHMENT C NORTH CAROLINA GENERAL TERMS AND CONDITIONS, Paragraph 10, Condition and Packaging.

A. Material shall be packed in new, unused containers of suitable materials, preferably recyclable (where available).
B. All containers shall be properly labeled with the Vendor's label as registered with the United States Environmental Protection Agency and the North Carolina Department of Agriculture, if required.
C. Each container shall be filled with product that meets the analysis guaranteed on the label.
D. Each container shall contain not less than the amount of material indicated on the label.
E. The chemicals shall be capable of storage for at least twelve (12) months from the time of delivery at temperatures as low as zero (0) degrees without crystallization or deterioration.

4.10 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Contract Manager at the State's Division of Purchase & Contract of any product recall in accordance with the applicable State or Federal regulations. The Vendor shall support the Contract Manager in necessary follow-up with State entities that have purchased recalled products to replace, at no cost to the State, any such products promptly.

4.11 OUT-OF-STOCK AND BACK-ORDERS

The Vendor shall notify the Buyer when one or more items in an order cannot be delivered within the time specified. After notification to Buyer by Vendor of a fulfillment delay of one or more items in the order, the Buyer may cancel undelivered items within an order, or an order in its entirety, without penalty or charge, to the extent that the notice of cancellation occurs before Buyer is notified that the delayed item or other cancelled items in the order have shipped.

4.12 QUALITY ACCEPTANCE INSPECTION

It is the responsibility of the receiving Buying Entity to inspect all materials, supplies and equipment upon delivery to ensure compliance with the Contract requirements and specifications.

INVOICES MAY NOT BE PAID BY THE USING AGENCY UNTIL AN INSPECTION HAS OCCURRED, AND THE GOODS ACCEPTED.

4.13 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide a signed statement from the manufacturer confirming authorization upon request from the agency. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

Vendor is the: ☐ **Manufacturer** ☑ **Dealer** ☑ **Reseller** ☑ **Distributor**

Authorized: ☒ **Yes** ☐ **No** **Attached Manufacturer's Authority:** ☒ **Yes** ☐ **No**

4.14 AUTHORIZED DEALERS

An awarded Vendor may utilize approved, Authorized Dealers, to participate as alternate distribution sources for Vendor. Authorized Dealers may be added at any time during the contract term at the discretion of the Vendor, provided that they agree to comply with all terms and conditions of the awarded contract, with no set minimum or maximum number of Authorized Dealers that may be approved. Such participation is subject to the following conditions:

Designation of Authorized Dealer(s)

Vendor shall specify whether orders must be placed directly with Vendor or may be placed directly with Authorized Dealer(s). If Authorized Dealer(s) are designated to fulfill orders under this Contract, issue invoices and receive payment, Vendor must provide

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P&C, a list of those designated authorized dealers submitted with its Bid. P&C will require a vendor registration process for all Vendors recommended for contract award and their authorized dealers through the E-Procurement System. Authorized Dealers must register as an e-Procurement vendor with the State of North Carolina upon contract award and must comply with all terms and conditions of this IFB. Awarded Vendors remain responsible for contract compliance by its Authorized Dealers, and neither an order placed with, or items delivered by, a Vendor's Authorized Dealer shall relieve the Vendor from any obligation under this contract.

Will Vendor maintain Authorized Dealers: ☑ **Yes** ☐ **No**

Attached List of Authorized Dealers: ☑ **Yes** ☐ **No**

Modifications in Authorized Dealer List

If a Vendor allows Authorized Dealers to participate in the Contract, post-award requests to add or delete Authorized Dealers or to modify Authorized Dealer information must be submitted to P&C's Contract Manager for prior approval.

4.15 WARRANTY

Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the bid response.

Contact information for warranty service provider:

Company Name:	Various Manufacturers
Company Address:	Manufacturer warranties are product specific and listed on each product's label.
Contact Person (Name):	Jesse Wolff
Contact Person (Phone Number):	1-888-495-8840
Contact Person (Email):	Jesse.Wolff@Nutrien.com

4.16 DESCRIPTIVE LITERATURE

DESCRIPTIVE LITERATURE

Vendor shall submit with the bid, Descriptive Literature to each item of goods being offered as an alternative, in the designated area of the Sourcing Tool. Note: Brand Specific referenced items do not require Descriptive Literature.

Each bid shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) offered and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information shall be a sufficient basis for rejection of the bid, at the discretion of the State.

Additionally, current EPA Approved labels and SDS sheets must accompany each product offered to satisfy these bid requirements, without exception, in the designated area of the Sourcing Tool. Furthermore, the successful Vendor shall furnish the State and/or its agencies additional SDS as requested.

LABELS AND SDS SHALL BE SUBMITTED WITH YOUR BID FOR ALL PRODUCTS OFFERED TO FULFILL THIS BID. VENDOR MUST NUMBER THE PRODUCT LABEL TO CORRESPOND WITH THE ITEM NUMBER ON THE BID. NO EXCEPTIONS.

4.17 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Businesses program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

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4.18 REFERENCES

Vendors shall upload to the Sourcing Tool at least three (3) references, from three (3) different organizations, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the bid.

4.19 SUSTAINIBILITY EFFORTS

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. The proposal must describe how environmental requirements which relate to clear labeling of the environmental/sustainability attributes (e.g. environmental certifications, total and post-consumer recycled content, etc.) of products in the proposed product catalogs, demonstrating the ability to run usage reports that include information about each product's environmental/sustainability attributes, packaging and recycling of spent products.

4.20 RETURN POLICY

Vendor shall accept merchandise returns from Buying Entity for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to Buying Entity, whichever is requested, within thirty (30) business days on all returns of an ordered item that returns of an ordered product that (1) is a stock item in original packaging and in re-sellable conditions; (2) is not a specialty or customized item; (3) is defective or damaged; (4) is a return of an incorrect product shipped; (5) results from a Vendor order entry error; or (6) is non-conforming due to any other cause reasonably assumed to be the fault of the Vendor.

Vendor may charge a restocking fee for undamaged, conforming goods outside the thirty (30) business day period and for returns of custom-made items. A custom-made item that must be specially manufactured for a specific order due to Buyer's choices of non-standard dimensions, fabric, choice of wood or stain, and the like. An otherwise standard item is not considered custom- made simply because it is manufactured to fulfill a Buying Entity's order.

4.21 VENDOR'S REPRESENTATIONS

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.22 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this contract; and that entering into this contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.23 INSURANCE REQUIREMENTS MODIFICATION

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A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

☐ Contract value in excess of $1,000,000.00

4.24 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

4.25 SECRETARY OF STATE REGISTRATION

Prior to the issuance of any award, the awarded vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected awarded vendor(s) must furnish evidence of filing within ten (10) business days. Failure to provide this documentation will result in the disqualification of the vendor(s) bid from further consideration for the award.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: https://www.sosnc.gov/ to register.

5.0 SCOPE OF WORK AND SPECIFICATIONS

The below specifications and requirements are drawn around a product(s) which the State has evaluated and determined that the size, chemical, and performance are necessary. Vendors are requested to offer only comparable chemicals which will provide the features and performance needed and implied. Agricultural chemical products provided to the State shall perform satisfactory for the use designated herein and shall at least meet the criteria listed in this IFB per the chemicals referenced in Section 5.2, to include 77 chemicals. The State reserves the right to determine this recognition and the acceptability of the products that are proposed to be furnished under any and all awarded Contract(s) as a result of this IFB.

5.1 CUSTOMER SERVICES

Key principles and strategies to deliver customer service in the context of agricultural chemicals shall be provided by the vendor during the contract period. Often times chemicals are needed within the same day. Information to include but not limited to:

- Prompt Response to confirming Purchase Orders with confirmed Estimated Delivery Time (EDT) or any Order concerns, within one (1) business day.
- Product Knowledge and Expertise provided at request to determining solutions to applicable chemicals.
- Problem-Solving for any chemical inquiry, challenges, or order EDT concerns.
- Accuracy and Efficiency of product delivery.
- Tracking and Status Updates of orders.
- Feedback Collection of all state customers to be reviewed for any available opportunities to improve the chemical options.
- (Added Value Option) Storefront pick-up option.

5.1.1 GEOGRAPHIC COVERAGE

The Vendor should provide coverage of delivery for all chemicals for all 100 North Carolina Counties.

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5.1 SPECIFICATIONS

The brand specific items and any specifications that the State is seeking is listed below and within Attachment A: Pricing Form. Items offered by the Vendor must meet or exceed the listed Specifications.

Line #	Brand/Item	Intended Use	Active Ingredient
1	Amine 400 2,4-D	Broadleaf Weed Herbicide	Dimethylamine Salt of 2,4-D Acid 46.4%
2	Aquamaster	Non-selective, Aquatic Herbicide	Glyphosate 53.8%
3	Basagran	Herbicide, Crops	Sodium salt of bentazon 44.0%
4	Bicep II Magnum	Broadleaf Weed Herbicide, Crops	Atrazine 33%, Atrazine Compounds .07%, S-Metolacher 26.1%
5	Butyrac 200	Herbicide, Crops	2,4-D 25.9%
6	Clean Slate	Selective Broadleaf Weed Herbicide	Clopyralid 40.90%
7	Clethodim 2 EC	Selective Grass Herbicide, Crops	Clethodim 26.4%
8	Cobra	Herbicide, Crops	Lactofen 24%
9	Command 3ME	Herbicide, Crops	Clomazone 31.1%
10	Confront	Selective Post-Emergent Weed Herbicide	Triclopyr 33%, Clopyralid 12.1%
11	Strut	Herbicide, Crops	Diglycolamine salt of 3,6-dichloro-o-anisic acid 56.8%
12	Strut	Herbicide, Crops	Diglycolamine salt of 3,6-dichloro-o-anisic acid 56.8%
13	Dual Magnum	Herbicide, Crops	S-metolachlor 83.7%
14	Element 4	Non-Selective Herbicide, Roadside Applications	Triclopyr Ester
15	Empero	Selective Herbicide, Nutsedge	Halosulfuron-methyl 75%DF
16	Escort XP	Selective Herbicide, Granuals	Metsulfuron Methyl 60%
17	Esplande 200 SC	Selective Preemergent, Roadside Applications	Indaziflam 19.05%
18	First Rate	Herbicide, Crops	Cloransulam-methyl 84%
19	Finale XLF-VM	Selective Preemergent, Roadside Applications	Glufosinate-ammonium 24.5%
20	Fusilade Dx	Herbicide, Crops	Fluazifop-p-butyl 24.5%
21	Garlon 3A	Selective Grass Herbicide, Roadside Applications	Triclopyr 44.4%

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Line #	Brand/Item	Intended Use	Active Ingredient
22	Garlon 3A	Selective Grass Herbicide, Roadside Applications	Triclopyr 44.4%
23	Gramoxone SL 3.0	Herbicide, Crops	Paraquat dichloride 43.9%
24	Gramoxone SL 3.0	Herbicide, Crops	Paraquat dichloride 43.9%
25	Harmony Extra SG w/Totalsol	Herbicide, Crops	Thifensulfuron 33.33% , Tribenuron Methyl 16.67%
26	Krenite S	Selective Brush Control Herbicide, Roadside application	Ammonium salt of fosamine 41.5%
27	Krenite S	Selective Brush Control Herbicide, Roadside application	Ammonium salt of fosamine 41.5%
28	Liberty	Selective Broadleaf Herbicide, Crops	Glufosinate-ammonium 24.5%
29	Oust XP	Selective Preemergent, Non-Crop	Sulfometuron methyl 75%
30	Outrider	Selective Weed/Grass Herbicide, Pastures	Sulfosulfuron 75%
31	Panoramic 2 SL	Selective Preemergent, Roadside Applications	Ammonium salt of imazapic 23.3%
32	Parazone 3SL	Herbicide, Crops	Paraquat dichloride 43.8%
33	Parazone 3SL	Herbicide, Crops	Paraquat dichloride 43.8%
34	Patron 170	Selective Brush Control Herbicide,	2-Ethylhexly Ester of 2,4-D Acid 32.1%
		Roadside Applications	2-Ethylhexly Ester of (+)-R-2-(2,4-D)Propionic Acid 16.1%
35	Patron 170	Selective Brush Control Herbicide,	2-Ethylhexly Ester of 2,4-D Acid 32.1%
		Roadside Applications	2-Ethylhexly Ester of (+)-R-2-(2,4-D)Propionic Acid 16.1%
36	Pennant Magnum	Selective Preemergent, Turfgrass	S-Metolachlor 83.7%
37	Polaris (Aquatic)	Non-selective Herbicide, Aquatic	Imazapyr 28.70% liquid
38	Prodiamine 4L	Selective Preemergent, Turfgrass	Prodiamine 40.8%
39	Ranger Pro	Non-Selective Weed and Grass Herbicide	Glyphosate 41% + Surfactant

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Line #	Brand/Item	Intended Use	Active Ingredient
40	Reflex Herbicide	Selective Weed Herbicide, Crops	Sodium salt of fomesafen 22.8%
41	Resolute 65 WG	Selective Preemergent, Turfgrass	Prodiamine 65%
42	Roundup Custom (Aquatic)	Non-Selective Weed and Grass Herbicide	Glyphosate 53.8%
43	Roundup Power Max 3	Non-Selective Weed and Grass Herbicide	Glyphosate 51.20%
44	Sonar One (Aquatic)	Non-Selective Weed and Grass Herbicide	Fluridone 5%
45	Sonar PR (Aquatic)	Non-Selective Weed and Grass Herbicide	Fluridone 5%
46	Sonar Q (Aquatic)	Selective Herbicide, Aquatic	Fluridone 5%
47	Sonar SRP (Aquatic)	Selective Herbicide, Aquatic	Fluridone 5%
48	Strategy	Herbicide, Crops	Clomazone 5.6%, Ethalfluralin 18.2%
49	Synchrony XP	Herbicide, Crops	Thifensulfuron 6.9% , Chlorimuron Ethyl 21.5%
50	Target 6.6	Selective Grassy Weed Herbicide, Crops	MSMA 52.80%
51	Trifluralin 2ec	Herbicide, Crops	Trifluralin 43%
52	Ultra Blazer	Herbicide, Crops	Acifluorfen-sodium 20.1%
53	Up-End HydroCap	Selective Preemergent, Turfgrass	Pendimethalin 38.7%
54	Vastlan	Selective Broadleaf/Grassy Herbicide, Roadside	Triclopyr choline 54.72%
55	Valor SX	Selective Weed Herbicide, Crops	Flumioxazin 51%
56	Warrant	Selective Broadleaf/Grassy Herbicide, Crops	Acetochlor 30.2%
57	Warrant	Selective Broadleaf/Grassy Herbicide, Crops	Acetochlor 30.2%
58	Warrant Ultra	Selective Broadleaf/Grassy Herbicide, Crops	Acetochlor 30.2%, Fomesafen sodium salt 7.1%
59	Tebuconazole 3.6f	Fungicide/Crops	Tebuconazole 38.7%
60	Quadris Flowable Fungicide	Fungicide/Crops	Azoxystrobin 22.9%
61	Satori	Fungicide/Crops	Azoxystrobin 22.9%
62	Agri-Oil w/Anti Foam	Surfactant , Herbicides/Pesticides, Crops	Parafin base petroleum oil 83%

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Line #	Brand/Item	Intended Use	Active Ingredient
			Alkylphenol ethoxylate, alcohol ethoxylate 17%
63	AMStrike	Adjuvant, Water Conditioner, Crops	Water conditioners and formulation aids 44%
64	Compadre Drift Retardant	Adjuvent, Non-foaming	Defoamer
65	Foam Kill	Adjuvent, Non-foaming	90% nonionic surfactant
66	Peptoil Crop Oil	Adjuvant, Pesticides	83% Parafin base petroleum oil, 17% Emulsifier
67	RRSI NIS	Adjuvant, Pesticides	Non-ionic Surfactant
68	Acephate 97	Pesticide, Crops	Acephate
69	Asana XL	Pesticide, Crops	Esfenvalerate 8.4%
70	Coragen	Pesticide, Crops	Chlorantraniliprole 18.4%
71	DiPel DF	Pesticide, Worms, Crops	Bacillus thuringiensis, subsp. kurstaki, strain ABTS-351, fermentation solids, spores, and insecticidal toxins 54%
72	Lannate LV	Pesticide, Crops	Methomyl 90%
73	Pro Bait	Pesticide, Fire Ants	Hydramenthylnon 0.73%
74	Advion	Pesticide, Granules	Indoxacarb .045%
75	Wasp and Hornet Killer	Pesticide, Flying Insects	Lambda Cyhalothrin .01%, Prallethrin.025%
76	Dicamba HD	Herbicide, Crops	Dimethylamine Salt of dicamba 48.2%
77	Dicamba HD	Herbicide, Crops	Dimethylamine Salt of dicamba 48.2%

5.3 GENERIC PRODUCTS

The products listed in the Specifications above and in Attachment A are products that are currently in use throughout the State of North Carolina. Vendors may bid on the specific products listed and/or a functional equivalent to the brands specified that are **Suitable for Intended Use**. Generic offerings must include the Trade (Brand Product) Name, Manufacturer and Active Ingredient. The offerings must also include container size, case size, cost per unit and identify if the container is returnable or refillable. Vendors are highly encouraged to include offers of reusable or refillable containers whenever available.

5.4 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in the indicated column of the Attachment A Pricing Workbook titled "Comment for Deviations of Items". However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

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Deviations included in Attachment A Pricing Workbook? ☒ **Yes** ☐ **No**

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

State Contract Administrator: Brian Phillips, brian.phillips@doa.nc.gov, 984-236-0296

State Contract Manager: Jonathan Davis, jonathan.davis@doa.nc.gov, 984-236-0225

Note: In the event the State's Contract Administrator or Contract Manager changes, notification will be sent to the Vendor's Contract Manager and the Contract Synopsis on the DOA P&C website will be updated.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a Contract Manager. The Contract Manager shall be the State's point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	Jesse Wolff
Office Phone #:	1-888-495-8840
Mobile Phone #:	507-327-1420
E-mail:	Jesse.Wolff@Nutrien.com

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues.

Customer Service Point of Contact	
Name:	Michael Lee Jr
Office Phone #:	910-592-8078
Mobile Phone #:	910-990-3598
E-mail:	michael.leejr@nutrien.com

6.2 ELECTRONIC PRODUCT CATALOG

Vendors have one (1) option to select from for managing products using the State's NC E-Procurement Services to develop and manage a catalog solution. Options include:

1. Line-Item Catalog
    a. Limited to no more than 4,000-5,000 available products.

6.2.1 Line-Item Catalog Solution

If selected for contract award, the awarded Vendor hereby agrees to cooperate with the State and E-Procurement Services to

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develop a line-item catalog. At a minimum, the Vendor shall agree to the following:

a. Vendor shall deliver a line-item catalog **within ten (10) calendar days of notice**. By providing a line-item catalog, the Vendor shall provide a list of its products/services and pricing within a specific template format to E-Procurement Services by sending the populated template to the Contract Manager via e-mail at eprocurementdata@its.nc.gov.

b. The State will confirm the accuracy of the electronic catalog before loading it into the E-Procurement system. In addition, the State may determine when the electronic catalog and any subsequent revisions "go live".

c. The Vendor shall submit an updated electronic catalog from time to time or as requested by the State to maintain the most up-to-date version of its product/service offering under the statewide contract.

d. The Vendor shall meet the following requirements:

   1. Include in the catalog the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Vendor is authorized to provide in accordance with the statewide contract; and
   2. Maintain the accuracy of the catalog throughout the duration of the statewide contract; and
   3. Include in the catalog detailed product line-item descriptions; and
   4. Include in the catalog identifiers for specific types of products, to include NC HUB Certified (2nd Tier) products, Sustainable products, Contract products; and
   5. Include in the catalog any additional content required by the State; and
   6. Limit the line-item catalog content to the Vendor's statewide contract offering.

e. The State shall control which statewide contracts appear in the E-Procurement System and may elect at any time to remove Vendor's offering from the E-Procurement System.

6.3 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

Business Review meetings shall be scheduled semi-annually, Business review meetings shall be presented by the Vendor and be inclusive of the following:

1. Spend overview (State Agency Spend) FY Comparison
   a. Volume Discount
2. Product Cost Savings from list price
3. Product Accuracy Rate – Percent of equipment invoiced and shipped without post order correction
4. Complete Shipment Rate – Percent of orders filled in one (1) shipment
5. On Time Delivery Rate – Percent of orders delivered within contract delivery term
6. Sustainability Efforts and Results
7. Additional Discounts Exercised
8. Rebates
9. Challenges
10. Improvement Ideas

6.4 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost to the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

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6.5 PERIODIC QUARTERLY SPEND REPORTS

The Vendor shall be required to provide Sales Management Reports to the above designated Contract Manager on a Semi-Annual basis. This report shall include, at a minimum, information concerning:

1. Sales Report (total cost) by State entity, to include agencies, community colleges, universities, school systems, local government entities.

2. Sales Report Category**,** Items Purchased (Manufacturer), Item Description, Quantity, Unit of Measure, List Price, Contract Price, Any additional delivery charges such as specialty packaging or overnight delivery, Ordering Entity, Delivery Location (City), Order Date, Shipment Date, Delivery Date for consumables, and delivery date for non-routine consumables and equipment.

Quarterly Sales Management Reports shall be sent to PCReports@doa.nc.gov with the Contract Manager copied at the above indicated e-mail address. Vendor shall include all issues identified by Vendor related to Vendor performance or to the State's usage of the contract.

These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically, to include using the **Vendor Quarterly Spend Data Report**. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Vendor shall submit the Semi-Annual Sales Management Reports by the 15th of the month following the end of the half. The Semi-Annual Management Report delivery schedule is included below:

By October 15th: Q1 Quarterly Management Report for July – September

By January 15th: Q2 Quarterly Management Report for October – December

By April 15th: Q3 Quarterly Management Report for January – March

By July 15th: Q4 Quarterly Management Report for April – June.

This schedule aligns with the State's fiscal year. If the contract start date does not align with the start of a half, the initial Semi-Annual Management Report shall be for the period from the contract start date to the end of the existing period. Timely submission of all reports shall be a material term of this contract and failure to do so shall constitute a default.

Additional related sales information and/or details on user purchases may be required by the State and must be supplied within thirty (30) days of any such request. A template for any such reports may be provided by the State, at its discretion.

6.6 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line-item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

6.7 DISPUTE RESOLUTION

During the performance of the contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all

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reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the contract, or at law. This provision, when agreed in the contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 POST AWARD PRODUCT SUBSTITUTION, ADDITIONS & REMOVALS

Post-Award product substitutions are not permitted without prior written approval from the Contract Administrator. Proposed substitutions shall be of the same or higher quality and at the same or lower price as the original item. Failure of the Vendor to comply with this requirement shall constitute sufficient cause to hold the Vendor in default or for removal from the contract.

The items included in this IFB are expected to cover the State's needs for the term of the contract. In the case that the State's needs change over the term of the contract, the State reserves the right to add additional products to the contract that can be supplied by the awarded Vendor. The price for these added products will be mutually agreed to by the State and the Vendor but are assumed to be priced at a discount similar to what is being offered on the products listed in the IFB.

6.9 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for one (1) year from the effective date of the contract.

Price increase requests shall be submitted in writing to the Contract Manager, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in contract cancellation.

6.10 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

6.11 TAXES

No taxes shall be included in any bid prices.

6.12 ATTACHMENTS

All attachments to this IFB are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

The remainder of this page is intentionally left blank.

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Refer *ALL* Inquiries regarding this BAFO to: **All correspondence with vendors shall be through the Ariba Sourcing Tool.** **Procurement Lead:** Brian Phillips 984-236-0296 Brian.Phillips@doa.nc.gov	**REQUEST FOR BEST AND FINAL OFFER** **NO. 1 – DPC-1051285583-BP**
	Offers will be received until: 12/18/2024 at 4:00 PM ET
	Issue Date: 12/11/2024
	Commodity Number: 101717 Herbicides, 101915 Pesticides and Pest Repellents, 123524 Mixtures (Chemical)
	Description: Agricultural Chemicals
	For Statewide Use of All State Entities
See page 2 for Submission Instructions	

NOTICE TO VENDOR: Offers submitted in response to this Best and Final Offer (BAFO) for the furnishing and delivering the goods and services described herein, subject to the conditions made a part hereof, will be received through the Sourcing Tool until 4:00 PM Eastern Time on the day of opening. Refer to page two for submission instructions. Offers submitted in any other way in response to this BAFO will not be accepted. Offers are subject to rejection unless submitted on this form.

EXECUTION: In compliance with this Request for BAFO, along with the terms and conditions in the original solicitation, as maybe modified herein, the undersigned offers and agrees to furnish any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. Pursuant to GS §143-54 and §143-59.2 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same commodity, and is in all respects fair and without collusion or fraud.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers will not be accepted.

VENDOR: Nutrien Ag Solutions, Inc.	EMAIL: Jesse.Wolff@nutrien.com	
STREET ADDRESS: 891 S Dennis St	P.O. BOX: 428	ZIP: 27823
CITY & STATE & ZIP: Enfield, NC 27823	TELEPHONE NUMBER: 252-445-3013	TOLL FREE TEL. NO: 1-888-495-8840
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Tim Smith Senior Director	FAX NUMBER: 870-367-1804	
AUTHORIZED SIGNATURE:	DATE: 12/17/2024	

Offer valid for ninety (90) calendar days from date of opening unless otherwise stated here: _____ days.

ACCEPTANCE OF OFFER: If the State accepts any or all parts of this offer, an authorized representative of the Agency shall affix his/her signature to the Vendor's response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original Solicitation which have not been superseded herein, and the North Carolina General Terms and Conditions. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

FOR STATE USE ONLY: Offer accept and Contract awarded this date of January 27, 2025, as indicated on the attached certification, by BrianPhillips, State Procurement Specialist III

(Authorized Representative of NCDOA – Purchase & Contract)

SUBMISSION INSTRUCTIONS: Vendor shall submit its offer through the Sourcing Tool. Any files submitted shall not be password protected and shall be capable of being copied to other media.

REQUEST FOR BEST AND FINAL OFFER (BAFO):

This request is to solicit a best and final offer from Vendor for Agricultural Chemicals. The offer should integrate the previous response to the Solicitation and any changes listed below. Any individual Vendor may receive a different number of BAFO requests than other Vendors.

NOTE: This Solicitation is still in the evaluation period. During this period and prior to award, possession of the BAFO, original bid response, and accompanying information is limited to personnel of the Issuing Agency and any agencies responsible for participating in the evaluation. Vendors who attempt to gain this privileged information, or to influence the evaluation process (i.e., assist in evaluation), will be in violation of purchasing rules and their offer will not be further evaluated or considered.

Specific requests begin on the next page. Vendor may copy requests onto additional pages, as needed, to provide sufficient space for its response.

Documents that MUST be submitted with this BAFO include:

1. **Attachment H: Sustainability**
2. **Attachment G: Certification of Financial Condition**
3. **Attachment A: Pricing Workbook**

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: DPC-1051285583-BP

Vendor Name: Nutrien Ag Solutions, Inc.

The undersigned hereby certifies that: [check all applicable boxes]

☒ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: * (If no audit within past 18 months, explain reason below.)

☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☒ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

☒ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

*See attached explanation for Attachment G

Signature	Date: 12/17/2024
Printed Name: Tim Smith	Title: Sr. Director

[This Certification must be signed by an individual authorized to speak for the Vendor]

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ATTACHMENT H: SUSTAINABILITY EFFORTS

Solicitation #: DPC-1051285583-BP

Vendor Name: Nutrien Ag Solutions,

Instructions: Pursuant to solicitation, Section 4.24 Vendors shall provide information describing how environmental requirements relate to clear labeling of the environmental/sustainability attributes (e.g. *environmental certifications, total and post-consumer recycled content, etc.*) of products in the proposed product catalogs, demonstrating the ability to run usage reports that include information about each product's environmental/sustainability attributes, emissions and recycling of spent products.

Do the products you are offering have sustainability attributes?
Yes.
What Literature is available that discusses the attributes? Please attach or upload a link.
Our products are crop inputs products, regulated at state level by the State Departments of Agriculture and at the Federal level by EPA. All aspects of the products lifecycle, including ingredients, manufacturing, packaging, disposal, etc. are regulated. Pesticide registrants and refillers (who are often distributors or retailers) must comply with EPA regulations regarding the handling, disposal, or reuse of empty containers. https://www.epa.gov/pesticide-worker-safety/pesticide-containers.
Can unused chemicals or their containers be recycled or reclaimed?
Some products and packaging size are eligible for refill, reuse, recycling, etc. based on the products' properties and risk assessments performed by the EPA for the product. Pesticide container regulations establish standards for pesticide containers and repackaging as well as label instructions to ensure the safe use, reuse, disposal, and adequate cleaning of the containers. Nutrien is progressing our global waste management strategy for plastic containers, our retail operating segment's largest category of nonhazardous waste. While plastic is an ideal packaging material for our crop protection and seed products, we strive to use this resource as efficiently as possible and to reuse or recycle it.
What sustainability features are available for reporting?
Our Global Sustainability Report is available at https://cdn.sanity.io/files/ixv7nalm/production/156fdef597a359f82f0191569f4e3b50f01cdc08.pdf. Our efforts to reduce plastic waste associated with our operations are discussed at Page 40.

Describe and provide examples of sustainability efforts in the manufacturing process.
See Nutrien's Global Sustainability report generally for a discussion of sustainability efforts throughout the supply chain for crop protection and other agricultural inputs.

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Vendor Name:	Nutrien Ag Solutions, Inc.

ATTACHMENT A: PRICING SUBMITTAL WORKBOOK
BID NO: DPC-1051285583-BP
STC1017A Agricultural Chemicals

DO NOT ALTER WORKBOOK, ENTER VALUES ONLY. Equivalent Item Being Offered (EIBO)

Item No.	Brand Product Name	Intended Use	Active Ingredient	Vendor's Catalog Number/SKU	Manufacturer's Name	Unit of Measure Quoted	Price per Unit of Measure Quoted	Returnable or Refillable Containers? Y/N	Estimated Annual Usage	Container Sizes Available for Purchase At The Price Quoted
Example	***Amine 400 2,4-D***	***Broadleave Weed Herbicide***	***Dimethylamine Salt of 2,4-D Acid 46.4%***	*RP-123-XX*	*ABCD-12*	*Gallon*	*$10.00*		*1,000*	*2.5 gal, 15 gal, 250 gal*
1	Amine 400 2,4-D	Broadleave Weed Herbicide	Dimethylamine Salt of 2,4-D Acid 46.4%							
#SPILL!	Amine 4	Broadleave Weed Herbicide	Dimethylamine Salt of 2,4-D Acid 46.4%	1000002209	34704-120	Gallon	$17.60	No	1,000	2.5 gal
#SPILL!	Amine 4	Broadleave Weed Herbicide	Dimethylamine Salt of 2,4-D Acid 46.4%	1000002208	34704-120	Gallon	$17.10	No	1,000	250 gal
1-EIBO										
2	Aquamaster	Non-selective, Aquatic Herbicide	Glyphosate 53.8%	1001119606	524343	Gallon	$21.60	**Yes**	20	15 gal
2-EIBO										
3	Basagran	Herbicide, Crops	Sodium salt of bentazon 44.0%	1001176819	70506-34	Gallon	$66.50	No	200	2.5 gal
3-EIBO										
4	Bicep II Magnum	Broadleaf Weed Herbicide, Crops	Atrazine 33%, Atrazine Compunds .07%, S-Metolacher 26.1%	1000003501	100-817	Gallon	$37.00	No	600	2.5 gal
4-EIBO										
5	Butyrac 200	Herbicide, Crops	2,4-D 25.9%	1000004163	42750-38	Gallon	$22.00	No	50	2.5 gal
5-EIBO										
6	Clean Slate	Selective Broadleaf Weed Herbicide	Clopyralid 40.90%			Gallon		No	50	1 gal
6-EIBO	Transline	Selective Broadleaf Weed Herbicide	Clopyralid 40.90%	1001267935	62719-259	Gallon	$126.00	No	50	2.5gal
7	Clethodim 2 EC	Selective Grass Herbicide, Crops	Clethodim 26.4%			Gallon				
7-EIBO	Intensity	Selective Grass Herbicide, Crops	Clethodim 26.4%	1000009067	34704-864	Gallon	$28.30	No	600	2.5 gal
8	Cobra	Herbicide, Crops	Lactofen 24%	1000599377	34704-1119	Gallon	$65.00	No	100	2.5 gal
8-EIBO	Mongoose	Herbicide, Crops	Lactofen 24%	1000831630	34704-1119	Gallon	$50.00	No	100	2.5 gal,Generic Cobra
9	Command 3ME	Herbicide, Crops	Clomazone 31.1%	1000004946	279-3158	Gallon	$82.00	No	100	2.5 gal
9-EIBO										
10	Confront	Selective Post-Emergent Weed Herbicide	Triclopyr 33%, Clopyralid 12.1%	1001060130	62719-92	Gallon	$119.80	No	1,000	1 gal
10-EIBO										
11	Strut	Herbicide, Crops	Diglycolamine salt of 3,6-dichloro-o-anisic acid 56.8%	1000015271	34704-1043	Gallon	$34.00	No	1,000	2.5 gal
11-EIBO										
12	Strut	Herbicide, Crops	Diglycolamine salt of 3,6-dichloro-o-anisic acid 56.8%	1000015269	34704-1043	Gallon	$31.60	No	1,000	265 gal
12-EIBO										
13	Dual Magnum	Herbicide, Crops	S-metolachlor 83.7%	1000006239	100-816	Gallon	$45.00	No	1,500	2.5 gal
13-EIBO										
14	Element 4	Non-Selective Herbicide, Roadside Applications	Triclopyr Ester	1001060159	62719-40	Gallon	$47.20	No	1,500	2.5 gal
14-EIBO										
15	Empero	Selective Herbicide, Nutsedge	Halosulfuron-methyl 75%DF	10001009616	91234-31	Ounce	$30.90	No	30	1.33oz
15-EIBO										
16	Escort XP	Selective Herbicide, Granuals	Metsulfuron Methyl 60%	1001271763	101563-167	Ounce	$2.18	No	16	16oz
16-EIBO										
17	Esplande 200 SC	Selective Preemergent, Roadside Applications	Indaziflam 19.05%	1001262966	101563-144	Gallon	$1,509.12	No	100	2.5gal
17-EIBO										
18	First Rate	Herbicide, Crops	Cloransulam-methyl 84%					no	350	See Offering Below
18-EIBO	First Watch	Herbicide, Crops	Cloransulam-methyl 84%	100103779	3407-136	Ounce	$268.00	No	350	12 oz, Private Label First Rate
19	Finale XLF-VM	Selective Preemergent, Roadside Applications	Glufosinate-ammonium 24.5%	1001102541	7969-464	Gallon	$52.70	No	350	2.5gal
19-EIBO										
20	Fusilade Dx	Herbicide, Crops	Fluazifop-p-butyl 24.5%	1000007677	100-1070	Gallon	$167.00	No	50	1 gal
20-EIBO										
21	Garlon 3A	Selective Grass Herbicide, Roadside Applications	Triclopyr 44.4%	1001060170	62719-37	Gallon	$30.50	No	4,000	2.5gal
21-EIBO										
22	Garlon 3A	Selective Grass Herbicide, Roadside Applications	Triclopyr 44.4%	1001060346	62719-37	Gallon	$32.20	**Yes**	120	15 gal
22-EIBO										
23	Gramoxone SL 3.0	Herbicide, Crops	Paraquat dichloride 43.9%	1000980004	100-1652	Gallon	$38.00	No	250	2.5 gal
23-EIBO										
24	Gramoxone SL 3.0	Herbicide, Crops	Paraquat dichloride 43.9%	1001017376	100-1652	Gallon	$16.75	**No**	1,000	250 gal
24-EIBO										
25	Harmony Extra SG w/Totalsol	Herbicide, Crops	Thifensulfuron 33.33% , Tribenuron Methyl 16.67%	1001056002	279-9602	Ounce	$8.60	No	50	15 oz
25-EIBO										
26	Krenite S	Selective Brush Control Herbicide, Roadside application	Ammonium salt of fosamine 41.5%	1000629938	42750-247	Gallon	$84.20	No	25	2.5gal

26-EIBO										
27	Krenite S	Selective Brush Control Herbicide, Roadside application	Ammonium salt of fosamine 41.5%	1000647004	42750-247	Gallon	$83.20	**Yes**	100	15 gal
27-EIBO										
28	Liberty	Selective Broadleaf Herbicide, Crops	Glufosinate-ammonium 24.5%	1001024251	7969-448	Gallon	$26.50	No	2,600	2.5gal
	Liberty	Selective Broadleaf Herbicide, Crops	Glufosinate-ammonium 24.5%	1001044881	7969-448	Gallon	$26.50	No	2,600	270 gal
28-EIBO	Noventa	Selective Broadlead Herbicide, Crops	Glufosinate-ammonium 24.5%	1001050769	7969-448	Gallon	$20.00	No	2600	2.5gal
28-EIBO	Noventa	Selective Broadlead Herbicide, Crops	Glufosinate-ammonium 24.5%	1000984105	7969-448	Gallon	$20.00	No	2600	270 gal
29	Oust XP	Selective Preemergent, Non-Crop	Sulfometuron methyl 75%	1001168584	432-1552	Pound	$27.80	No	250	3 lb
29-EIBO										
30	Outrider	Selective Weed/Grass Herbicide, Pastures	Sulfosulfuron 75%	1000746641	59639-223	Ounce	$12.85	No	130	20 oz
30-EIBO										
31	Panoramic 2 SL	Selective Preemergent, Roadside Applications	Ammonium salt of imazapic 23.3%	1000011843	66222-141-81927	Gallon	$105.80	No	150	1 gal
31-EIBO										
32	Parazone 3SL	Herbicide, Crops	Paraquat dichloride 43.8%					No	500	See Offering Below
32-EIBO	Helmquat 3SL	Herbicide, Crops	Paraquat dichloride 43.8%	1001058617	74530-48	Gallon	$18.00	No	500	125 gal, Generic Gramoxone
33	Parazone 3SL	Herbicide, Crops	Paraquat dichloride 43.8%					**No**	1,000	See Offering Below
33-EIBO	Helmquat 3SL	Herbicide, Crops	Paraquat dichloride 43.8%	1001058706	74530-48	Gallon	$18.00	No	1000	265 gal, Generic Gramoxone
34	Patron 170	Selective Brush Control Herbicide, Roadside Applications	2-Ethylhexly Ester of 2,4-D Acid 32.1% 2-Ethylhexly Ester of (+)-R-2-(2,4-D)Propionic Acid 16.1%	1000011897	228-167	Gallon	$46.70	No	500	2.5gal
34-EIBO										
35	Patron 170	Selective Brush Control Herbicide, Roadside Applications	2-Ethylhexly Ester of 2,4-D Acid 32.1% 2-Ethylhexly Ester of (+)-R-2-(2,4-D)Propionic Acid 16.1%	1000815169	228-167	Gallon	$45.95	**Yes**	50	15gal
35-EIBO										
36	Pennant Magnum	Selective Preemergent, Turfgrass	S-Metolachlor 83.7%	1000011953	100-950	Gallon	$246.00	No	50	1gal
36-EIBO										
37	Polaris (Aquatic)	Non-selective Herbicide, Aquatic	Imazapyr 28.70% liquid	1000012313	228-534	Gallon	$55.40	No	50	2.5gal
37-EIBO										
38	Prodiamine 4L	Selective Preemergent, Turfgrass	Prodiamine 40.8%							
38-EIBO	Evade 4FL	Selective Preemergent, Turfgrass	Prodiamine 40.8%	1000006895	34704-915	Gallon	$67.80	No	20	1gal
39	Ranger Pro	Non-Selective Weed and Grass Herbicide	Glyphosate 41% + Surfactant	1001168362	524-517	Gallon	$15.60	No	1,800	2.5gal
39-EIBO										
40	Reflex Herbicide	Selective Weed Herbicide, Crops	Sodium salt of fomesafen 22.8%	1000013494	100-993	Gallon	$36.00	No	700	2.64 gal
40-EIBO										
41	Resolute 65 WG	Selective Preemergent, Turfgrass	Prodiamine 65%	1001119268	100-834	Pound	$12.45	No	1,260	5lb
41-EIBO										
42	Roundup Custom (Aquatic)	Non-Selective Weed and Grass Herbicide	Glyphosate 53.8%							Discontinued. Replaced by Aquamaster
42-EIBO	Aquamaster	Non-Selective Weed and Grass Herbicide	Glyphosate 53.8%	1001265980	524-343	Gallon	$23.20	No	100	2.5gal
43	Roundup Power Max 3	Non-Selective Weed and Grass Herbicide	Glyphosate 51.20%	1001142993	524-659	Gallon	$21.50	No	1,000	2.5 gal
43-EIBO	Roundup Power Max 3	Non-Selective Weed and Grass Herbicide	Glyphosate 51.20%	1001142986	542-659	Gallon	$18.00	No	1000	265 gal
44	Sonar One (Aquatic)	Non-Selective Weed and Grass Herbicide	Fluridone 5%	1000014844	67690-3	Each	$726.33	No	360	20lb
44-EIBO										
45	Sonar PR (Aquatic)	Non-Selective Weed and Grass Herbicide	Fluridone 5%	1000014840	67690-12	Each	$1,236.90	No	43	30lb
45-EIBO										
46	Sonar Q (Aquatic)	Selective Herbicide, Aquatic	Fluridone 5%	1000014841	67690-3	Each	$1,516.80	No	40	30lb
46-EIBO										
47	Sonar SRP (Aquatic)	Selective Herbicide, Aquatic	Fluridone 5%	1000014844	67690-3	Each	$1,574.00	No	100	40lb
47-EIBO										
48	Strategy	Herbicide, Crops	Clomazone 5.6%, Ethalfluralin 18.2%	1000015244	34704-836	Gallon	$78.00	No	15	2.5 gal
48-EIBO										
49	Synchrony XP	Herbicide, Crops	Thifensulfuron 6.9% , Chlorimuron Ethyl 21.5%	1001102551	352-648	Ounce	$64.50	No	1,000	15oz
49-EIBO										
50	Target 6.6	Selective Grassy Weed Herbicide, Crops	MSMA 52.80%	1000015882	42519-3	Gallon	$35.40	No	1,500	2.5 gal
50-EIBO										
51	Trifluralin 2ec	Herbicide, Crops	Trifluralin 43%							
51-EIBO	Trifluralin HF	Herbicide, Crops	Trifluralin 43%	1000016588	34704-792	Gallon	$30.50	No	30	2.5 gal
52	Ultra Blazer	Herbicide, Crops	Acifluorfen-sodium 20.1%	1000016839	70506-60	Gallon	$46.75	No	500	2.5 gal
52-EIBO										
53	Up-End HydroCap	Selective Preemergent, Turfgrass	Pendimethalin 38.7%							
53-EIBO	Pendulum Aquacap	Selective Preemergent, Turfgrass	Pendimethalin 38.7%	1000011942	241-416	Gallon	$50.80	No	800	2.5gal
54	Vastlan	Selective Broadleaf/Grassy Herbicide, Roadside	Triclopyr choline 54.72%	1001060416	62719-687	Gallon	$102	No	300	2.5gal
54-EIBO										
55	Valor SX	Selective Weed Herbicide, Crops	Flumioxazin 51%	1000016906	59639-99	Pound	$26	No	500	5 lbs
55-EIBO	Valkos SC	Selective Weed Herbicide, Crops	Flumioxazin 41.4%	1001170086	34704-1183	Gallon	$168			2.5 gal, Private Label Liquid Valor
56	Warrant	Selective Broadleaf/Grassy Herbicide, Crops	Acetochlor 30.2%	1001145195	524-591	Gallon	$28.75	No	1,000	2.5 gal
56-EIBO										
57	Warrant	Selective Broadleaf/Grassy Herbicide, Crops	Acetochlor 30.2%	1001145192	524-591	Gallon	$22.00	**No**	1,000	265 gal
57-EIBO										
58	Warrant Ultra	Selective Broadleaf/Grassy Herbicide, Crops	Acetochlor 30.2%, Fomesafen sodium salt 7.1%	1001145314	524-620	Gallon	$43.25	**No**	1,500	265 gal
58-EIBO										
59	Tebuconazole 3.6f	Fungicide/Crops	Tebuconazole 38.7%							
59-EIBO	Monsoon	Fungicide/Crops	Tebuconazole 38.7%	1000010905	34704-900	Gallon	$47.83	No	50	2.5 gal, Private Label Tebuconazole
60	Quadris Flowable Fungicide	Fungicide/Crops	Azoxystrobin 22.9%	1000013138	100-1098	Gallon	$105.00	No	250	2.5gal
60-EIBO										
61	Satori	Fungicide/Crops	Azoxystrobin 22.9%	1000362945	34704-1068	Gallon	$60.00	No	250	2.5 gal

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61-EIBO										
62	Agri-Oil w/Anti Foam	Surfactant , Herbicides/Pesticides, Crops	Parafin base petroleum oil 83% Alkylphenol ethoxylate,alcohol ethoxylate 17%							
62-EIBO	Maximizer	Surfactant , Herbicides/Pesticides, Crops	Parafin base petroleum oil 83% Alkylphenol ethoxylate,alcohol ethoxylate 17%	1000010437	Maximizer	Gallon	$12.90	No	250	2.5 gal
63	AMStrike	Adjuvant, Water Conditioner, Crops	Water conditioners and formulation aids 44%							
63-EIBO	Amaze Gold	Adjuvant, Water Conditioner, Crops	Water conditioners and formulation aids 44%	100002154	Amaze Gold	Gallon	$12.00	No	700	2.5 gal
64	Compadre Drift Retardant	Adjuvent, Non-foaming	Defoamer	100004957	Compadre	Gallon	$42.00	No	600	1 gal
64-EIBO										
65	Foam Kill	Adjuvent, Non-foaming	90% nonionic surfactant							
65-EIBO	Unfoamer	Adjuvent, Non-foaming	90% nonionic surfactant	1000016855	Unfoamer	Quart	$12.80	No	180	1 Quart
66	Peptoil Crop Oil	Adjuvant, Pesticides	83% Parafin base petroleum oil, 17% Emulsifier							
66-EIBO	Herbimax	Adjuvant, Pesticides	83% Parafin base petroleum oil, 17% Emulsifier	100008555	Herbimax	Gallon	$19.00	No	1000	2.5 gal
67	RRSI NIS	Adjuvant, Pesticides	Non-ionic Surfactant							
67-EIBO	Activator 90	Adjuvant, Pesticides	Non-ionic Surfactant	1000001730	Activator 90	Gallon	$13.80	No	600	2.5 gal
68	Acephate 97	Pesticide, Crops	Acephate					No	60	
68-EIBO	Acephate 90	Pesticide, Crops	Acephate	1000001619	34704-1051	Pound	$6.10	no		5lbs
69	Asana XL	Pesticide, Crops	Esfenvalerate 8.4%	1000672606	59639-209	Gallon	$65.00	No	300	2.5 gal
69-EIBO										
70	Coragen	Pesticide, Crops	Chlorantraniliprole 18.4%					No	40	Discontinued
70-EIBO	Coragen EVO	Pesticide,Crops	Chlorantraniliprole 47.85%	1001236458	279-9661	Quart	$350			1 Quart
71	DiPel DF	Pesticide, Worms, Crops	Bacillus thuringiensis, subsp. kurstaki, strain ABTS-351, fermentation solids, spores, and insecticidal toxins 54%	1000005836	73049-39	Pound	$13.50	No	400	1lb
71-EIBO										
72	Lannate LV	Pesticide, Crops	Methomyl 90%	1001150182	352-384	Gallon	$56.00	No	100	2.5 gal
72-EIBO										
73	Pro Bait	Pesticide, Fire Ants	Hydramenthylnon 0.73%					No	10	
73-EIBO										
74	Advion	Pesticide, Granuals	Indoxacarb .045%					No	100	
74-EIBO										
75	Wasp and Hornet Killer	Pesticide, Flying Insects	Lambda Cyhalothrin .01%, Prallethrin.025%					No	500	
75-EIBO										
76	Dicamba HD	Herbicide, Crops	Dimethylamine Salt of dicamba 48.2%					No	500	
76-EIBO										
77	Dicamba HD	Herbicide, Crops	Dimethylamine Salt of dicamba 48.2%					No	1,000	
77-EIBO										

Supplemental Questions

#	Question	Answer
1	Do your refillable containers have a micromatic valve?	YES
2	Who should the State contact for initial warranty concerns? Contact Information	DOT:Jesse Wolff 507-327-1420 Row Crop- Jeff Butler 252-904-2124

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