



**INVITATION FOR BID  
IFB #14-2696-DS  
SOD, FERTILIZER, HERBICIDES, AND OTHER RELATED  
AQUATIC CHEMICALS**

Manatee County, a political subdivision of the State of Florida, (hereinafter "County") will receive sealed Bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

**NON-MANDATORY INFORMATION CONFERENCE**

In order to ensure that all prospective Bidders have sufficient information and understanding of County's needs, an Information Conference will be held at: **2:30 PM on September 12, 2014** at the **Purchasing Conference Room, 1112 Manatee Avenue West, Suite 803, Bradenton Florida 34205.** Attendance is not mandatory, but is highly encouraged.

**DEADLINE FOR CLARIFICATION REQUESTS:**      **3:00 PM on September 26, 2014**  
(Reference Bid Article A.05)

**Important Note:**    **A prohibition of Lobbying has been enacted. Please review paragraph A.07 carefully to avoid violation and possible sanctions.**

**TIME AND DATE DUE:**                                      **3:00 PM on October 14, 2014**

**LOCATION OF BID OPENING:**                              **Purchasing Conference Room**  
   **1112 Manatee Avenue West, Suite 803**  
   **Bradenton, FL 34205**

**FOR INFORMATION CONTACT:**

Donna M. Stevens, Contract Specialist  
(941) 749-3045, Fax (941) 749-3034  
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Manatee County Financial Management Department  
Purchasing Division

AUTHORIZED FOR RELEASE: 

**Table of Contents**  
**IFB #14-2696-DS**

Section A	Information to Bidders .....	A-1-12
Section B	Bid Summary .....	B-1-10
Section C	Basis of Award & Minimum Qualifications .....	C-1
Section D	General Terms and Conditions.....	D-1-8
Bid Form	.....	Bid Form 1-4
Form B	Public Contracting & Environmental Crimes Certification .....	1-2
Form D	ePayables Application .....	1

SECTION A  
**INFORMATION TO BIDDERS**

**A.01 OPENING LOCATION**

Sealed Bids will be **publicly opened** at the **Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205** in the presence of County officials at the time and date stated, or soon thereafter. All Bidders or their representatives are invited to be present.

Any Bids received after the stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have their Bid **delivered to the Manatee County Purchasing Division** for receipt on or before the stated time and date. Bidder shall be solely and strictly responsible for its timely delivery to the Purchasing Division. Bids delayed by mail, courier, or Bids delayed for any other reason, shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Bidder's request and expense.

**A.02 SEALED & MARKED**

Bids shall be submitted in **triplicate, one original (marked Original) and two (2) copies (marked Copy)** of your **signed Bid** shall be submitted in one **sealed** package, clearly marked on the outside **"Sealed Bid #14-2696-DS, SOD, FERTILIZER, HERBICIDES, AND OTHER RELATED AQUATIC CHEMICALS"** along with your company name. For your convenience, a mailing label is provided with this Invitation for Bid package. Or, you may address the package as follows:

**Address package to:**           Manatee County Purchasing Division  
  1112 Manatee Avenue West, Suite 803  
  Bradenton, Florida 34205  
  Sealed Bid # \_\_\_\_\_, Title \_\_\_\_\_

All blank spaces must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items mentioned therein. In the event a change is made in your submittal, the Bidder shall write its initials by the change. Any Bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to Bid requirements.

A Bid made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the Bid shall be executed by two or more of the general partners. If made by a corporation, the Bid shall be executed by its President or other legally authorized corporate officer or agent.

**A.03 SECURING OF DOCUMENTS**

Invitation for Bids (IFB) and related documents are available on <http://www.mymanatee.org/purchasing> for download in a portable document format (.PDF) file by clicking on "Bids and Proposals" from the Purchasing Division's web page. You may view and print these files using Adobe Reader software. If necessary, you may download a free copy of Adobe Reader from the link provided on the "Bids and Proposals" page.

Additionally, Manatee County collaborates with the Manatee Chamber of Commerce by emailing solicitation opportunities to its members.

Manatee County may also use DemandStar to distribute Bids. On the DemandStar web site, <http://www.DemandStar.com>, click on the tab titled "My DemandStar" for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the IFB and all related documents are available for public inspection at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 9:00 AM and 4:00 PM Monday through Friday, with the exception of holidays. A complete set of the IFB documents must be used in preparing Bids. County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of Bid Documents.

**A.04 MODIFICATION OF IFB DOCUMENTS**

If a Bidder wishes to recommend changes to the IFB documents, the Bidder shall furnish, in writing, data and information necessary to aid County in evaluating the request to modify the Specifications. County is not obligated to make any changes to the IFB documents. Unless an Addendum is issued, the IFB documents shall remain unaltered. **Bidders must fully comply with the IFB documents in their entirety.**

**A.05 DEADLINE FOR CLARIFICATION REQUESTS**

**3:00 PM on September 26, 2014** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid to the Manatee County Purchasing Division.

This deadline has been established to maintain fair treatment of all potential Bidders, while maintaining progression of the Project to promote economic stimulus.

**A.06 CLARIFICATION & ADDENDA**

Each Bidder shall examine all Invitation for Bid Documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid shall be made through the Manatee County Purchasing Division. County shall not be responsible for oral interpretations given by any County employee, representative, or others.

The issuance of a written Addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any Addenda are issued to this Invitation for Bid, County will post the documents on the Purchasing Division's web page, which can be accessed at <http://www.mymanatee.org/purchasing>, and then by clicking on "Bids and Proposals". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

It shall be the **responsibility of each Bidder, prior to submitting their Bid**, to contact the Manatee County Purchasing Division (see contact information on the cover page) to **determine if any Addenda were issued** and to make such Addenda a part of their Bid.

**A.07 LOBBYING**

After the issuance of any Invitation for Bid prospective Bidders, or any agent, representative or person acting at the request of such Bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bid with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Invitation for Bid, pursuant to the Manatee County Code. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on all correspondence, including email correspondence. This requirement begins with the issuance of an Invitation for Bid, and ends upon execution of Contract or when the invitation has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code.

**A.08 WITHDRAWAL OF OFFERS**

Bidders may withdraw offers as follows:

- a. Mistakes discovered before the opening of a solicitation may be withdrawn by written notice from the Bidder submitting the Bid. This request must be received in the office designated for receipt of Bids in the solicitation document prior to the time set for delivery and opening of the Bids. A copy of the request shall be retained and the unopened Bid returned to that Bidder; or

A.08 WITHDRAWAL OF OFFERS (Continued)

- b. After the responses to a solicitation are opened or a selection has been determined, but before a Blanket Purchase Order is generated, a Bidder alleging a
- c. material mistake of fact may be permitted to withdraw their Bid if:
  - 1. the mistake is clearly evident in the solicitation document; or
  - 2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a Bid must be in writing and approved by the Purchasing Official.

A.09 IRREVOCABLE OFFER

Any Bid may be withdrawn up until the time and date set for opening of the Bid. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell to Manatee County the goods or services set forth in the attached IFB until one or more of the Bids have been duly accepted by County.

A.10 BID EXPENSES

All expenses for making Bids to County are to be borne by the Bidder.

A.11 RESERVED RIGHTS

County reserves the right to accept or reject any and/or all Bids, to waive irregularities and technicalities, and to request resubmission. Also, County reserves the right to accept all or any part of the Bid and to increase or decrease quantities to meet additional or reduced requirements of County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of County. For all items combined, the Bid of the lowest, responsive, responsible Bidder will be accepted, unless all Bids are rejected.

The lowest, responsible Bidder shall mean that Bidder who makes the lowest Bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by County, and who is fit and capable to perform the Bid as made.

To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid.

To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the Bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

**A.11 RESERVED RIGHTS (Continued)**

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any Bidder to furnish the service requested. Information County deems necessary to make this determination shall be provided by the Bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

**A.12 APPLICABLE LAWS**

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting Contract. Any involvement with the Manatee County Purchasing Division shall be in accordance with the Manatee County Purchasing Ordinance as amended.

**A.13 COLLUSION**

By submitting a Bid to this Invitation for Bid, the Bidder certifies that it has not divulged, discussed or compared its Bid with any other Bidder, and has not colluded with any other Bidder or parties to this Bid whatsoever. Also, Bidder certifies, and in the case of a joint Bid each party thereto certifies as to their own organization, that in connection with this Bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor;
- b. any prices and/or cost data quoted for this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder, prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor;
- c. no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition;
- d. the only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the resulting Contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting Contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by Bidder for purpose of doing business.

**A.14 CODE OF ETHICS**

With respect to this Bid, if any Bidder violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Ordinance and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder will be disqualified from eligibility to perform the Work described in this Invitation for Bid, and may also be disqualified from furnishing future goods or services to, and from submitting any future Bids to supply goods or services to, Manatee County.

By submitting a Bid, the Bidder represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Bidder is determined to have been untruthful in their Bid or any related presentation, such Bidder will be disqualified from eligibility to perform the Work described in this Invitation for Bid, and may also be disqualified from furnishing future goods or services to, and from submitting any future Bids to supply goods or services to, Manatee County.

**A.15 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES**

A person or affiliate who has been placed on the State's convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute § 287.133, may not submit a Bid to provide any goods or services to a public entity; may not submit a Bid with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code prohibits the Award of any resulting Contract to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is included (reference Section 00491 of this document) for this purpose.

**A.16 BID FORMS**

Bids must be submitted on attached provided forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the Bid and bind the company. Bidders must fully comply with all requirements of this IFB in its entirety.** Failure to comply shall result in default of the resulting Blanket Purchase Order, whereupon, the defaulting Contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County.

**A.17 LEGAL NAME**

Bids shall clearly indicate the legal name, address and telephone number of the Bidder on the Bid Form. Bid Forms shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the Bidder to the submitted Bid.

When Bidder is a partnership, the Bid Form shall be signed in the name of the firm and by all partners required under the terms of the partnership agreement. When a corporation is a Bidder, the authorized corporate officers shall sign.

Bidders who are corporations or limited partnerships shall provide a certified copy of their permit to transact business in the State of Florida, preferably along with the Bid Form, or within forty-eight (48) hours after request by County.

When submitting a Bid as a joint venture, it must have filed paper documents with the Division of Profession's Construction Industry Licensing Board prior to submitting a Bid.

**A.18 DISCOUNTS**

Any and all discounts must be incorporated in the prices contained in the Bid and not shown separately. The prices as shown on the Bid Form shall be the prices used in determining Award (s).

**A.19 TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the Bidder is prohibited from delineating a separate line item in his Bid for any sales or service taxes. Nothing herein shall affect the Bidder's normal tax liability.

**A.20** **DESCRIPTIVE INFORMATION**

Unless otherwise specifically provided in the IFB documents, all equipment, materials and articles provided shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the IFB documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

**A.21** **AMERICANS WITH DISABILITIES ACT**

County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring **reasonable accommodation** for an Information Conference or Bid Opening should contact the person named on the cover page of this Bid document at least twenty-four (24) hours in advance of either activity.

**A.22** **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, County hereby notifies all prospective Bidders that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for Bid Award.

**A.23** **MBE/DBE**

The State of Florida, Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/DBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>

If you have any questions regarding this State service, please contact their office at (850) 487-0915.

**A.24** **MATHEMATICAL ERRORS**

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. All Bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

**A.25 FORCE MAJEURE**

Delays in any performance by any party contemplated or required hereunder due to fire, flood sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercations or commotions, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Blanket Purchase Order for any of the events of Force Majeure stated in this section, delays from such party shall be excused.

**A.26 DISCLOSURE**

Upon receipt, all inquiries and responses to inquiries related to this Invitation for Bid become "Public Records", and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119.

Bids become subject to disclosure thirty (30) days after the opening or if a Notice of Intent to Award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the Bid shall be conducted at the public opening.

Based on the above, County will receive Bids at the time and date stated, and will make public at the opening the names of the business entities of all that submitted a Bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the Bid.

If County rejects all Bids and concurrently notices its intent to reissue the solicitation, the rejected Bids are exempt from public disclosure until such time as County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A Bid is not exempt for longer than twelve (12) months after the initial notice rejecting all Bids.

Pursuant to Florida Statutes 119.0701, to the extent Successful Bidder is performing services on behalf of County, Successful Bidder must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;
- b. Provide the public with access to public records on the same terms and conditions that County would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

**A.26 DISCLOSURE (Continued)**

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and;
- d. Meet all requirements for retaining public records and transfer, at no cost, to County all public records in possession of Successful Bidder upon termination of the awarded Contract and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with County's information technology systems.

**A.27 LOCAL PREFERENCE**

- a. Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its Bid that for at least six (6) months prior to the announcement of the solicitation of Bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.
- b. Local preference shall not apply to the following categories of Contracts:
  1. Purchases or Contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference;
  2. Any Bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.
- c. To qualify for local preference under this section, **a local business must certify to County** by completing an **"Affidavit as to Local Business Form"**, which is available for download at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the Bidder to ensure accuracy of the Affidavit as to Local Business and notify County of any changes affecting same. Bidder attests that it:

1. Has not within the five (5) years prior to the Bid announcement admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law, or a law or administrative regulation

**A.27 LOCAL PREFERENCE (Continued)**  
regarding fraud;

2. Is not currently subject to an unresolved citation or notice of violation of any Manatee County Code provision, except citations or notices which are the subject of a current legal appeal, as of the date of the Bid announcement;
3. Is not delinquent in the payment of any fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, except any such sums which are the subject of a current legal appeal.

**A.28 VENDOR REGISTRATION**

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on [www.mymanatee.org/purchasing](http://www.mymanatee.org/purchasing).

Your cooperation in registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify local businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

You will note that Manatee County collaborates with the Manatee Chamber of Commerce ([www.manateechamber.com](http://www.manateechamber.com)) by emailing solicitation opportunities to its members.

Our staff can assist you with your registration as needed. Our office hours are 8:00 A.M. to 5:00 P.M., Monday through Friday on regular business days. Please call (941) 749-3014 if you wish to have a Purchasing staff member assist you

**Quick steps to registration:**                      **[www.mymanatee.org/purchasing](http://www.mymanatee.org/purchasing)**

A link to Vendor Registration is listed on the Purchasing Division's web page under "Register as a Vendor".

Click on "Vendor Registration Form" for on-line input.

Thank you for reviewing this information and considering registering your business with Manatee County. Registration is not mandatory; however, by taking the time to register, you are helping County to provide timely notifications of Quotation, Bid and Proposal opportunities to your business.

**A.29 ePAYABLES**

Manatee County and Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards. The Clerk will issue a unique credit card number to each vendor; the card has a zero balance until payments have been authorized.

After goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order according to the current process. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. Once the vendor receives the email, the credit card has been authorized to be charged for the amount listed in the email. When the vendor charges the full amount authorized in the email, the card will return to a zero balance until the next payment is authorized.

There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If you are interested in participating in this program, please complete Form D, ePayables Application and return the completed form via email to Ms. Lori Bryan, Supervisor at [lori.bryan@manateeclerk.com](mailto:lori.bryan@manateeclerk.com).

**NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: MINIMUM QUALIFICATIONS & BASIS OF AWARD, GENERAL TERMS AND CONDITIONS, OR SPECIFICATIONS, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.**

**END OF SECTION A**

## SECTION B BID SUMMARY

### B.01 GENERAL REQUIREMENTS

It is the intent of the County of Manatee to purchase, on an "as required basis", sods, seeds, and various aquatic chemicals (herbicides, fungicides, insecticides, adjuvants, fertilizers, and seed perennials) for delivery to the various job sites within Manatee County. All items shall be available for County pickup, Successful Bidder(s) delivery, and/or Successful Bidder(s) delivery with installation.

All sod and/or seed ordered, delivered or installed under this contract shall meet or exceed sections in Division II and III of the most current edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. It is the specific purpose of this bid to establish an annual contract for the required materials and to secure the cost and availability of the materials for procurement.

Manatee County reserves the right to add to or delete from the existing bid product listing.

Award of this Blanket Purchase Order to a particular Successful Bidder(s) shall impose no obligation on the County to utilize that Successful Bidder(s) for all work of this type which may develop during the period of this Blanket Purchase Order. This is not an exclusive Blanket Purchase Order. The County specifically reserves the right to concurrently contract with other companies for similar work if determined to be in the County's best interest.

### B.02 MATERIALS

#### 1. SOD

- a. Successful Bidder(s) Qualifications: All bidders shall provide a copy of their license as an agriculture dealer, as required by Florida Statutes 604.15 - 604.34.
- b. Material Quality: Sod shall conform to the requirements of this bid and subsection 981.2, entitled "**SOD**", of the FDOT specification and in particular sub-paragraphs 981-2.2 and 981-2.3.
- c. Construction Method: The Successful Bidder(s) shall perform work in accordance with subsection 575-3.1 through 575-3.4 of the FDOT's most current specifications for sod. In lieu of extended watering and fertilization as stated therein, the Successful Bidder(s) shall provide only preliminary effort in this area and shall provide the County's designee with written instructions on such extended care up to 60 days after completion of the installation.
- d. Fertilizing: All sod, regardless of quantity, shall be fertilized in accordance with the Florida Urban Turf Rule 5E-1.003(2). The cost of fertilizing shall be incorporated in the square foot price bid for each variety of sod indicated on the Bid Form.

- e. **Guarantee:** The Successful Bidder(s) shall guarantee the sod for a minimum of 60 days against excessive weed content (not to exceed 15% volume of Bahia Sod, 0% of St. Augustine Sod, and 0% of 419 Bermuda) and against the presence or infestation of bugs. The Successful Bidder(s) shall provide the required maintenance services or sod replacement within 60 days if excessive weed content or bug infestation is found. This guarantee shall be provided at no additional charge to the County.
- f. **Minimum Order (Sod):** Orders of less than **ONE** pallet of sod may be picked up by County staff utilizing County trucks; and pricing shall be based on the square foot County pick-up price for 1-4 pallets indicated on the Bid Form.
- Due to the necessity to make quick, small repairs/installation at various locations within the County, the County reserves the right to purchase ninety (90) pieces of sod or less from the supplier most conveniently located to the work site in order to expedite the completion of small repairs/installation.
- g. **Pallet Pick-Up:** Each County department shall store used pallets for pick-up by the Successful Bidder(s). Successful Bidder(s) shall provide pick-up services at no additional cost to the County.
- h. **Description of Work:** The following details the responsibilities of the Successful Bidder(s) and County for each type of SOD service required:

i. **Delivered & Spot Placed:**

Product:	Pallet of sod equivalent to 150 pieces
of 16" x	24"
FOB:	Destination
Installation:	Pallets to be spot placed
Wood Pallets:	Successful Bidder(s) Supplied
Handling Equipment:	Successful Bidder(s) equipment for
loading	onto County's carrier
Site Transportation:	County's carrier
Labor used to Handle:	Successful Bidder(s) for loading onto
	County's carrier at Successful
Bidder(s) site	
Watering:	County supplied and applied

ii. **County Pick-Up:**

Product:	Pallet of sod equivalent to 150 pieces
of 16" x	24"
FOB:	Successful Bidder(s) site
Installation:	County's personnel
Wood Pallets:	Successful Bidder(s) Supplied
Handling Equipment:	Successful Bidder(s) equipment for
	loading onto County's carrier
Site Transportation:	County's carrier

- |  |  |
|--|--|
| Labor used to Handle:<br>loading<br>Bidder(s)<br>Watering:   | Successful Bidder(s)'s personnel for<br>onto County's carrier at Successful<br>site<br>County supplied and applied |
| iii. <b><u>Delivered &amp; Installed:</u></b>  |  |
| Product:   | Pallet of sod equivalent to 150 pieces<br>of 16" x 24" <b>OR</b><br>Rolled Sod at least 24" wide                   |
| FOB:   | Destination  |
| Installation:  | Successful Bidder(s) personnel   |
| Handling Equipment:  | Successful Bidder(s) equipment   |
| Site Transportation:   | Successful Bidder(s) carrier   |
| Labor used to Handle:  | Successful Bidder(s) personnel   |
| Watering:  | County supplied and applied  |
| iv. <b><u>Slope Delivery &amp; Installation</u></b>  |  |
| Product:   | Pallet of sod equivalent to 150 pieces of<br>16" x 24" <b>OR</b> Rolled Sod at least 24" wide                      |
| FOB:   | Destination  |
| Installation:  | Successful Bidder(s) personnel   |
| Handling Equipment:  | Successful Bidder(s) equipment   |
| Site Transportation:   | Successful Bidder(s) carrier   |
| Labor used to Handle:  | Successful Bidder(s) personnel   |
| Watering:  | County supplied and applied  |
| v. <b><u>Stakes or Staples (Installed by Successful Bidder(s)):</u></b> On areas where<br>the sod may slide, due to height and slope, the County may direct that the<br>sod be pegged with either stakes or staples driven through the sod blocks<br>into firm earth at suitable intervals. Stakes or staples to be supplied by the<br>County to the Successful Bidder(s). |  |

## 2. **SEED**

- a. **Successful Bidder(s) Qualifications:** All bidders shall provide a copy of their license as an agriculture dealer, as required by Florida Statutes 604.15 - 604.34.
- b. **Material Quality:** Seeds shall conform to the requirements of this bid and subsection 981.1, entitled "**SEED**", of the FDOT specification and in particular sub-paragraphs 981-1.1 and 981-1.2.
- c. **Description of Material:** The following details the responsibilities of the Vendor and County for each type of SEED service required:

a. **Seed- (Delivered Only):**

Specifications:

Shipped in 50 lb. bags  
Pensacola Bahia Seed  
Rye Grass (October thru March usage)  
Brown Top Millet (April thru September usage)  
Bermuda Seed (Hulled)

b. **Mulch – (Delivery Only)**

Specifications:

Shipped in 50 lb bales  
Cellulose Mulch (60% paper, 40% wood fiber)

3. **FERTILIZERS**

a. **Successful Bidder(s) Qualifications:** All bidders shall provide a copy of their license as a distributor of fertilizers, as required by Florida Statutes 576.021 and 576.041.

b. **Material Quality:** Fertilizers shall conform to the requirements of this bid and shall be properly labeled per Florida Statutes 576.031 and the Florida Department of Agriculture and Consumer Services Urban Turf Rule 5E-1.003(2).

c. **Description of Material:** The following details the responsibilities of the Successful Bidder(s) and County for each type of FERTILIZER service required:

i. **16-2-16 Fertilizer, w/ Slow Release Nitrogen (Delivery)**

Specifications Shipped in 50 lb bags

**(No substitutions allowed)**

1.50 Mg, 1.50 Mn, 1.50 FE	
D.A.P. 18N, 46P	87 lbs.
Sul-coated Urea	- 801 lbs.
Sulphate Potash	- 518 lbs.
Sulfate Potashmagnesi.	- 276 lbs.
Manganese Sul.	- 94 lbs.
Iron Sulphate	- 100 lbs.
Filler	- 123 lbs.
	2,000 lbs.

FOB:

Destination

ii. **15-0-15 Fertilizer w/ .67% Ronstar – and Slow release Nitrogen (Delivery)**

Specifications

Shipped in 50 lb bags

**(No substitutions allowed)**

**4.20% Nitrate Nitrogen**

2.00% Ammoniacal Nitrogen

8.80% Other Water Soluble Nitrogen (and/or Urea Nitrogen

15.00% Soluble Potassium as K2O

Chlorine, Not More Than 2%

Derived from: Polymer Coated Urea, Polymer Coat Potassium Nitrate, Ammonium Sulfate

1.00% Mn

0.10% Water Soluble Manganese as Mn

2.00% Total Iron as Fe 2.41% Sulfur as S

3.89% Calcium as Ca

Derived from: Iron Oxide, Manganese Sulfate

FOB:

Destination

4. **HERBICIDES/ ALGICIDES/ FUNGICIDES/ INSECTICIDES/ ADJUVANTS**

- a. **Successful Bidder(s) Qualifications:** All bidders shall provide a copy of their license as a pesticide dealer, as required by Florida Statutes 487.041- 487.049.
- b. **Material Quality:** Herbicides/Algicides, Fungicides, Insecticides, and Adjuvants shall conform to the requirements of this bid and shall be properly labeled per Florida Statutes Chapter 487.
- c. **Description of Materials:** The following details the responsibilities of the Vendor and County for each type of service required:
  - i. **VETERAN 720** (Delivery Only)– Riverdale  
Shipped in 2.5 gallon containers  
Dimethylamine salt of dicamba  
(3,6-dichloro-o-anisic acid) 12.82%  
Equivalent to 10.5% 3,6-dichloro-o-anisic acid  
Dimethylamine salts of related acids 3.19%  
Dimethylamine salt of 2, 4 dichloro-phenoxyacetic acid 24.58%  
Equivalent to 20.4% 2, 4-dichlorophenoxyacetic acid by AOAC  
isomer specified method 6. D01-5  
Inert Ingredients: 59.41%  
Contains 2 pounds Diquat Cation per gallon as 3.73 pounds salt per gallon.

- ii. **ISOPROPYLAMINE SALT OF GLYPHOSATE (Delivery Only)**(Generic Roundup)- Non-Aquatic with adjuvant in mix;  
Shipped in 2.5 gallon containers
  - \*Isopropylamine salt of Glyphosate 41.0%
  - Inert Ingredients: 59.0%
  - \*Contains 480 grams per liter or 4 pounds of the active ingredient isopropylamine salt of N-(phosphonomethyl) glycine per U.S. gallon. Equivalent to 359 grams per liter or pound per U.S. gallon of the acid, glyphosate.
- iii. **ROUNDUP PRO - Generic Form allowed (Delivery Only)**  
Shipped in 2.5 gallon containers
- iv. **WEEDAR 64 (2,4-D Amine) – (Delivery Only)**  
Specifications- Rhone Poutone Aquatic Approved Label  
(No substitutions allowed)  
Shipped in 2.5 gallon or 30 gallon containers
  - Active Ingredient: 46.8%
  - Dimethylamine salt of 2, 4
  - Dichlorophenoxyacetic Acid
  - Inert Ingredients: 53.2%
  - Equivalent to 38.9% of 2, 4-
  - Dichlorophenoxyacetic Acid or 3.8 lb/gal.
  - Isomer specific by AOAC Method
- v. **RODEO, AQUA CLEAR - Monsanto, Generics (Delivery Only)**  
Shipped in 2.5 or 30 gallon container
  - AquaNeat-Riverdale, GlyPro-Dow Agri,
  - Eagre - Griffin
  - Isopropylamine Salt of Glyphosate
  - 53.8%
  - Inert Ingredients: 46.2%
  - Contains 648 grams/litre or 5.4 lbs. /U.S.
  - gallon of active ingredient, glyphosate, in the
  - form of its isopropylamine salt. Equivalent to
  - 480 grams/litre or 4 lbs. /U.S. gallon of the
  - acid, glyphosate.
- vi. **SONAR (Q)- SePRO (Delivery Only)**
  - Active Ingredient: 5%
  - Fluridone: 1 methyl-3phenyl-5-[3-
  - (trifluoromethyl) phenyl] - 4(1H)-pyridinone
  - Inert Ingredients: 95%
  - Q - Contains 2 pounds active ingredient per
  - 40-pound container.

- vii. **SONAR (A.S.) – Griffin (Delivery Only)**  
Active Ingredient: 41.7%  
Fluridone: 1 methyl-3phenyl-5-[3-trifluoromethyl) phenyl]  
Inert Ingredients: 58.3%  
Contains 4 pounds active ingredient per gallon.
- viii. **SILKEN, KINETIC (Delivery Only)**  
Shipped in 1 gallon container  
Active Ingredient:  
Proprietary blend of polyalkyleneoxide modified polydimethylsiloxane and nonionic surfactants 99.00%  
Constituents ineffective as spray adjuvant 1.00%
- ix. **SENCOR 75 TURF - Bayer (Delivery Only)**  
**(No substitutions allowed)**  
Shipped in 5 lb container  
Active Ingredient: 4-Amino-6 (1,1 dimethylethyl)-3 (methylthio) 1, 2, 4 triazin-5(4H)-one 75.0%  
Inert Ingredients: 25.0%
- x. **MEC AMINE - D - Verdigon (Delivery Only)**  
Shipped in 2.5 gallon container  
Active Ingredients: Dimethylamine Salt of 2, 4-Dichlorophenoxyacetic acid 30.66%  
Dlonethyamine Salt of 2 - (2-methyl-4-chlorophenoxy) 16.34%  
Dimethylamine Sale of Dicamba 2.77%  
Inert Ingredients: 50.23%

- xi. **GARLON 4 - Dow Agro Sciences (Delivery Only)**  
Shipped in 2.5 gallon container  
**(Generic form allowed)**  
Active Ingredients: 61.6%  
Inert Ingredients: 38.4%
- xii. **GARLON3A - Dow Agro Sciences (Delivery Only)**  
Shipped in 2.5 gallon or 30 gallon container  
**(Generic allowed)**
- xiii. **PLATEAU (Delivery Only)**  
By BASF  
**(No substitutions allowed)**  
Shipped in 2.5 gallon container  
Active Ingredient:  
Ammonium salt of imazapic (+/-)-2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-5-methyl-3-pyridinecarboxylic acid. 23.6%  
Inert Ingredients: 76.4%
- xiv. **MILESTONE (Delivery Only)**  
By Dow AgroSciences  
**(No substitutions allowed)**  
Shipped in 2.5 gallon container  
Active Ingredient:  
Triisopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3, 6-dichloro - 40.6%  
Inert Ingredients: 59.4%
- xv. **ISOPROPYLAMINE SALT OF IMAZAPYR (Delivery Only)**  
Aquatic Labeled herbicide  
Shipped in 2.5 gallon container  
**Habitat - (Generic form allowed)**  
Shipped in 2.5 gallon containers  
Isopropylamine salt of imazapyr 28.7%  
\*Contains 240 grams per liter or 2 pounds of the active ingredient isopropylamine salt of imazapyr per U.S. gallon.  
Equivalent to 240 grams per liter or 2 pounds acid per U.S. gallon

d. **Fungicides**

- i. **ALIETTE WDG – Bayer (Delivery Only)**  
(Generic form allowed)  
Shipped in 5.5 lb container  
Active Ingredient:  
Aluminum tris (O-ethyl phosphonate) 80%  
Inert Ingredients: 20%

e. **Insecticides**

- i. **ORTHENE (acephate) (Delivery Only)**  
(Generic form allowed)  
Shipped in 1 lb or 10 lb bag  
Active Ingredients:  
Acephate (O, S-dimethyl  
acetylphosphoramidothioate) 75%  
Inert Ingredients: 25%
- ii. **AMDRO - American Cyanamid Company (Delivery Only)**  
(No substitutions allowed)  
Shipped in 1 lb or 25 lb containers  
Granular ant bait
- iii. **TALSTAR F - FMC Corp (Delivery Only)**  
(Generic form allowed)  
Shipped in 1 gallon container  
Active Ingredient:  
Bifenthrin - 7.9%  
Inert Ingredients: 92.1%

f. **Adjuvants & Additives (For Delivery Only)**

- i. **DEFOAMER – Foambuster**  
Shipped in 1 qt container  
A concentrated high strength silicone emulsion defoamer which kills  
foam and prevents the reforming of foam in spray tank.
- ii. **LOVELAND X-77 SPREADER**  
(Non-Ionic type spreader and activator)  
Shipped in 1 gallon container  
Principal Functioning Agents: Alkylaryl polyoxyethylene,  
Glycols, Free Fatty Acids, Isopropanol  
Constituents effective as a Spray Adjuvant  
90%  
Constituents ineffective as a Spray Adjuvant  
10%
- iii. **PROMATE ACCURACY, WINDBRAKE, AIRTIGHT**

**(No substitutions allowed)**

Shipped in 1 qt container

Principal Function Agent:

Polyvinyl polymer (Polyacrylamide) 30%

Inert Ingredients: 70%

iv. **OIL OF LIMONENE (Delivery Only)**

Spray adjuvant for Pesticides

Shipped in 1 gallon containers

Cide Kick – (Generic form allowed)

\*d-limonene and related isomers plus selected  
emulsifiers 100%

v. **SPRAY INDICATOR/MARKER DYE (BLUE) (Delivery Only)**

Turf Mark, Terra Mark (Generic form allowed)

Shipped in 1 gallon containers

\*product must be non-toxic under OSHA  
standard 29 CFR 1910.1200 and SARA Title  
III. Must contain no chromium or other inert  
metals which are listed as California  
Proposition 65 or other regulatory guidelines.

**SECTION C**  
**BASIS OF AWARD & MINIMUM QUALIFICATIONS**

**C.01 BASIS OF AWARD**

Award will be made on a line item by line item basis to the lowest responsive, responsible bidder(s) meeting specifications for each item as listed on the Bid Form. . Award shall be to a Primary (lowest responsive, responsible bidder), and Secondary (second lowest responsive, responsible bidder).

Release Orders shall be based upon the specific department requirements and shall be made on an "as required" basis.

It is the intent of the County to place orders with the lowest priced responsive, responsible bidder who can provide the products at the time needed. However, the County reserves the right to place orders with other Successful Bidder(s) in the event of an urgent, immediate need and the availability of the products requested cannot be met by the lowest price Successful Bidder(s) at the time of need.

Whenever two or more Bids are equal with respect to price, the Bid received from a local business, as defined in the local preference ordinance, shall be given preference in award. Whenever two or more Bids which are equal with respect to price are received, and neither of these Bids are from a local business, the award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Purchasing Division and open to the public.

**C.02 QUALIFICATIONS OF BIDDERS**

All successful bidder(s) shall provide a copy of their license and bond as an agriculture dealer, as required by the appropriate Florida Statute.

**END OF SECTION C**

SECTION D  
**GENERAL TERMS & CONDITIONS**

**D.01 BLANKET ORDER**

An authorized blanket purchase order (s) may be issued as a result of this bid. A blanket purchase order is defined as an agreement issued to a specific supplier to address recurring dollar purchases of consumable supplies or services for a specific period of time. A blanket purchase order number, when accompanied by a valid written release order provided by an authorized County department, will authorize work on an **"as required"** basis, bound by the terms and conditions herein.

The Successful Bidder(s) is not authorized to proceed with, and will not be compensated for, any work that is not authorized by a valid written release order issued by the County.

**Perform no work** unless a valid **written** release order is provided by the County.

Prior to submitting an invoice the Successful Bidder(s) must complete to the acceptance of the County any and all close out activities.

**All invoices must reference in detail the following.**

- **The name and address of the project**
- **The blanket purchase order number**
- **The release order number**
- **The bid item numbers and unit price**
- **The quantity for each item and extended price**

**D.02 ASSIGNMENT OF BLANKET PURCHASE ORDER**

Successful Bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the resulting Blanket Purchase Order(s) or of his right, title, or interest therein, or his power to execute such Blanket Purchase Order, or to assign any monies due or to become due there under to any other person, firm or corporation unless first obtaining the written consent of County.

**D.03 QUANTITIES**

Exact quantities of service to be procured under the Blanket Purchase Order(s) cannot be determined at this time. Release Orders will be issued on an **"as required basis" by the County**, this may include all or part of the quantities specified, or may result in additional quantities. The quantities listed are estimated and only given as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.

**D.04 PRICE & TERMS**

Bidders shall bid unit prices, F.O.B. Destination, including all discounts in accordance with the quantity of unit indicated on the Bid Form. The unit prices shall include payment in full for all transportation, labor and equipment used in delivering all supplies and materials to the point of delivery.

**D.05 BLANKET PURCHASE ORDER**

This agreement shall be for a period of **two (2) years**, commencing from date of award, unless renewed or terminated as provided in this bid document.

**D.06 RENEWAL**

Provided that there are no changes in prices, terms, or conditions, the Blanket Purchase Orders **shall be automatically extended/renewed** beyond the first twenty four (24) months for an additional twenty four (24) month period not to exceed total duration of **forty eight (48) months**. **Written notice of intention not to renew must be submitted by the Successful Bidder(s) 120 days prior to the end of a contract term.**

**D.07 PRICE ADJUSTMENTS FOR RENEWAL PERIODS**

Prices shall remain firm for the **first twenty four months** of the Blanket Purchase Order term. Requested price changes for the remaining terms may be adjusted in accordance with the Producers Price Index (www.bls.gov/ppi) for Agricultural Chemicals and Chemical Products Code # WPU065. The base index shall be the index effective on the date of Award. The index used for each successive renewal period shall be the effective index on the date of renewal. Prices adjustments may be made up or down.

**The maximum acceptable increase for any renewal terms shall be the percentage calculated in accordance with the method described in the Producers Price Index from the Bureau of Labor Statistics.**

INDEX POINT CHANGE		
Commodity	Index	115.2 (Renewal Index)
Commodity	Index	112.8 (Base Index or previous Index)
Equals Index Point Change		2.4 Index Point Change
INDEX PERCENT CHANGE		
Index Point Change from above		2.4
Divided by Base Index		
(or previous Index)		112.8
Equals		0.0213 or 2.13 Percent

**D.08 PAYMENT**

Within forty-five (45) days after delivery by the vendor, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Payment invoices must indicate both the Blanket Purchase Order number and the Release Order number.

**D.09 CANCELLATION**

It is mutually understood and agreed that any award made as a result of this bid may be canceled by the Successful Bidder(s) upon 120 days written notice by Certified Mail to the County. However, the County is hereby authorized to

**D.09 CANCELLATION (Continued)**

purchase, in accordance with the prices bid, any quantity of materials and/or services during this 120 day period.

The County reserves the right to terminate a contract by giving 30 days written notice of intention to terminate if at any time the Successful Bidder(s) fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for the convenience of the County, with or without cause.

**D.10 DELIVERY TIME**

All deliveries shall be made between the hours of 8:00 A.M. and 3:00 P.M., Monday through Friday, excluding holidays, unless otherwise agreed to by buyer's representative, to the predestinated locations. Large shipments, i.e., truckloads requiring material handling equipment, must be preceded by no less than 24 hours' notice.

Seller shall provide a separate delivery ticket for each delivery and will obtain authorized signatures from buyer's employee. At least one copy of the delivery ticket shall be left with buyer's employee on each delivery.

**D.11 SECURITY REQUIREMENTS/BACKGROUND CHECKS**

The Successful Bidder(s) must check with and comply with each County facility's security requirements for deliveries and drivers. Minimal requirements are that deliveries will be accepted only from a driver who has a photo copy of their driver's license on file with the County. The Successful Bidder(s) must provide driver's name, license number, and photo.

**D.12 QUALITY GUARANTEE**

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the Successful Bidder(s) shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the Successful Bidder(s) shall refund to Manatee County any money which has been paid for same. The Successful Bidder(s) will be responsible for attorney fees in the event the supplier defaults and court action is required.

**D.13 REGULATIONS**

It shall be the responsibility of the Successful Bidder to assure compliance with any OSHA, EPA and/or other federal or State of Florida rules, regulations or other requirements, as each may apply.

**D.14 ROYALTIES AND PATENTS**

The Successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the services being furnished. Successful Bidder(s) shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save County harmless from loss on account thereof, including costs and attorney's fees

**D.15 MATERIAL/SAFETY DATA SHEET**

It shall be the responsibility of the awarded bidder(s) to submit, upon issuance of release order, a Material Safety Data Sheet (MSDS) for all toxic substances in accordance with Florida Statutes Chapter 442, The Right to Know Law, which mandates on-site MSDS for all toxic substances appearing in the work place.

**D.16 WARRANTY, MAINTENANCE SERVICE AND SUPPORT**

If any product/service delivered does not meet performance requirements or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the Successful Bidder(s) shall pick up the product from the County at no expense to the County. Also, the Successful Bidder(s) shall refund to Manatee County any money which has been paid for same. The Successful Bidder(s) will be responsible for attorney fees in the event the supplier defaults and court action is required.

If the Successful Bidder(s) cannot meet the delivery requirements for any of the items specified herein, the County reserves the right to procure the product from the next lowest responsive, responsible bidder or to solicit new pricing.

**D.17 NO SUBSTITUTIONS**

Products listed in the Technical Specification with the designation "No substitutions allowed", indicate that only the manufacturer's brand specified will be accepted. In relation to this specification, the "Alternate" column of the Bid Form has shaded blocks for these products to emphasize an alternative brand **will not** be accepted. When a comparable alternative is allowed, Bidder shall indicate in the Bid Form "Alternate" column what brand and/or other "Container Size" is being bid.

**D.18 INDEMNIFICATION**

The Successful Bidder(s) covenants and agrees to indemnify and save harmless County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting Blanket Purchase Order for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the resulting Award, Contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of County as set forth in Florida Statutes § 768.28.

**D.19 INSURANCE**

In relation to work requiring installation the Successful Bidder(s) will not commence Work until all insurance under this section and such insurance coverage as might be required by County has been obtained. The Successful Bidder shall obtain and submit to the Purchasing Division at the time of bid submittal at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

**a. Workers' Compensation/Employers' Liability**

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the resulting Contract Documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the resulting Contract Documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident)	<u>\$ 100,000</u>
(Disease-Policy Limit)	<u>\$ 500,000</u>
(Disease-Each Employee)	<u>\$ 100,000</u>

**b. Commercial General Liability**

The limits are to be applicable only to Work performed under the resulting Contract and shall be those that would be provided with the attachment of the

Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:	
Products/Completed Operations Aggregate	<u>\$1,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>
Fire Damage (Any One Fire)	<u>\$Nil</u>
Medical Expense (Any One Person)	<u>\$Nil</u>

**ADDITIONAL INSURED:** Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Commercial General Liability Policy.

**c. Business Auto Policy**

Each Occurrence Bodily Injury and	
Property Damage Liability Combined	<u>\$1,000,000</u>
Annual Aggregate (if applicable)	<u>\$1,000,000</u>

**D.19 INSURANCE (Continued)**

**ADDITIONAL INSURED:** Manatee County, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

**d. Certificates of Insurance and Copies of Policies**

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Official before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Bid number and title of the Project. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A-

**e. Complete Policies:** The entire and complete insurance policies required herein shall be provided to County on request.

Nothing herein shall in any manner create any liability of County in connection with any claim against the Successful Bidder for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Successful Bidder or Successful Bidder's Sureties to County or to any Workers, Suppliers, material men or employees in relation to the resulting Contract.

**f. By way of its submission of a Bid hereto, Bidder:**

1. Represents that Bidder maintains, and will maintain during the term of any Contract arising from this solicitation, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to County, as set forth in this solicitation; and
2. Agrees that insurance should not be cancelled without a thirty (30) day notice to County and must be endorsed to provide same. Failure of Bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Contract, which may result in immediate termination.

**j. Certification Requirements** – In order for the certificate of insurance to be accepted it **must** comply with the following:

1...The certificate holder shall be:

**Manatee County Board of Commissioners,  
A political subdivision of the State of Florida  
P.O. Box 1000  
Bradenton, FL 34206-1000  
IFB# 14-2696-DS  
SOD, FERTILIZER, HERBICIDES, AND OTHER RELATED AQUATIC  
CHEMICALS**

D.19 INSURANCE (Continued)

2. Certificate shall be mailed to:  
**Manatee County Purchasing Division**  
**1112 Manatee Avenue West, Suite 803**  
**Bradenton, FL 34205**  
**Attn: Donna M. Stevens, Contract Specialist**

D.20 BE GREEN

All Successful Bidders are encouraged to use as many **environmentally preferable** "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. **Environmentally preferable are products or services that have a reduced adverse effect on the environment.** Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

**END OF SECTION D**

**BID FORM**  
(Submit in triplicate)

**TO: MANATEE COUNTY PURCHASING DIVISION**  
**1112 Manatee Avenue West, Suite 803**  
**Bradenton, Florida 34205**

**RE: Sealed Bid # 14-2696-DS**  
**SOD, FERTILIZER, HERBICIDES, AND OTHER RELATED AQUATIC**  
**CHEMICALS**

We, the undersigned, hereby declare that we have carefully reviewed the Bid Documents and with full knowledge and understanding of the aforementioned herewith submit this Bid, meeting each and every specification, term, and condition contained in the Invitation for Bid package, in its entirety.

We understand that the Invitation for Bid package, in its entirety, including but not limited to, all specifications, terms, and conditions shall be made a part of any resulting Blanket Purchase Order between Manatee County and the Successful Bidder(s). Failure to comply with the terms and conditions herein shall result in a materials breach, whereupon, the defaulting Successful Bidder(s) may be terminated and shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County.

**We understand that all the items on the following pages may or may not be used during the Work and my bid price (for each item specified) shall establish the unit prices.**

Communications concerning this Bid shall be addressed as follows: **(Complete all fields)**

Bidder's Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone: (    ) \_\_\_\_\_ Fax: (    ) \_\_\_\_\_  
Email Address: \_\_\_\_\_

I, \_\_\_\_\_ attest that I have  
read, understand, and agree to the Local Preference policy of Manatee County.

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**Authorized Signature(s):** \_\_\_\_\_

**Name and Title of Above Signer(s):** \_\_\_\_\_

**Date:** \_\_\_\_\_

ITEM	DESCRIPTION/ PRODUCT NAME	CONTAINER SIZE	ALTERNATE	Estimated Quantity	U/M	Unit Price	Extended Price
<b>SODS</b>							
1	<b>BAHIA SOD</b>						
	A 1-4 PALLETS (400 SF - 1,999 SF)						
	a. DELIVERED AND SPOT PLACED			6000	SF	\$	\$
	b. COUNTY PICK UP			800	SF	\$	\$
	c. DELIVERED & INSTALLED (Pallet Sod)			4000	SF	\$	\$
	B 5-9 PALLETS (2,000 SF - 3,999 SF)						
	a. DELIVERED AND SPOT PLACED			5600	SF	\$	\$
	b. DELIVERED & INSTALLED (Pallet Sod)			7600	SF	\$	\$
	c. SLOPE DELIVERY & INSTALLATION (Pallet Sod)			1800	SF	\$	\$
	C 10-24 PALLETS (4,000 SF - 9,999 SF)						
	a. DELIVERED AND SPOT PLACED			4000	SF	\$	\$
	b. DELIVERED & INSTALLED (Pallet Sod)			8000	SF	\$	\$
	c. SLOPE DELIVERY & INSTALLATION (Pallet Sod)			12500	SF	\$	\$
2	D 25 PALLETS OR MORE (10,000 SF OR MORE)						
	a. DELIVERED & INSTALLED (Pallet Sod)			225,000	SF	\$	\$
	b. SLOPE DELIVERY & INSTALLATION (Pallet Sod)			400,000	SF	\$	\$
	<b>ST. AUGUSTINE- FLORATAM</b>						
	A 1-4 PALLETS (400 SF - 1,999 SF)						
	a. DELIVERED AND SPOT PLACED			7600	SF	\$	\$
	b. COUNTY PICK UP			800	SF	\$	\$
	c. DELIVERED & INSTALLED (Pallet Sod)			3200	SF	\$	\$
	d. SLOPE DELIVERY & INSTALLATION (Pallet Sod)			250	SF	\$	\$
	B 5-9 PALLETS (2,000 SF - 3,999 SF)						
	a. DELIVERED AND SPOT PLACED			2500	SF	\$	\$
	b. DELIVERED & INSTALLED (Pallet Sod)			4800	SF	\$	\$
3	<b>419 BERMUDA SOD</b>						
	A 1-4 PALLETS (400 SF - 1,999 SF)						
	a. DELIVERED AND SPOT PLACED			500	SF	\$	\$
	b. COUNTY PICK UP			800	SF	\$	\$
	c. DELIVERED & INSTALLED (Pallet Sod)			1600	SF	\$	\$

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

ITEM	DESCRIPTION/ PRODUCT NAME	CONTAINER SIZE	ALTERNATE	Estimated Quantity	U/M	Unit Price	Extended Price
	d. ROLLED SOD- DELIVERED & INSTALLED			200	SF	\$	\$
B	5-9 PALLETS (2,000 SF - 3,999 SF)						
	a. DELIVERED & INSTALLED (Pallet Sod)			8000	SF	\$	\$
	b. ROLLED SOD- DELIVERED & INSTALLED			4000	SF	\$	\$
C	10-24 PALLETS (4,000 SF - 9,999 SF)						
	a. DELIVERED & INSTALLED (Pallet Sod)			12000	SF	\$	\$
	b. ROLLED SOD- DELIVERED & INSTALLED			4000	SF	\$	\$
D	25 PALLETS OR MORE (10,000 SF OR MORE)						
	a. DELIVERED & INSTALLED (Pallet Sod)			38,000	SF	\$	\$
	b. ROLLED SOD- DELIVERED & INSTALLED			1,000	SF	\$	\$
4	STAKE/STAPLES (INSTALLED BY VENDOR)						
	a. STAPLES (COUNTY SUPPLIED)			1	EA	\$	\$
	b. STAPLES (VENDOR SUPPLIED)			10,000	SF	\$	\$
<b>SEEDS &amp; MULCH</b>							
1	SEEDS (50 POUND BAGS)						
	a. PENSACOLA BAHIA SEED			400	BAG	\$	\$
	b. RYE GRASS (OCT THRU MARCH)			340	BAG	\$	\$
	c. BROWN TOP MILLET (APRIL THRU SEPT.)			340	BAG	\$	\$
	d. BERMUDA SEED (HULLED)			500	BAG	\$	\$
2	MULCH (2.0 cu ft BAGS)						
	a. CELLULOSE MULCH(FOR HYDRO SEEDING), 60% PAPER, 40% WOOD FIBER (50 LB BALES)			300	BAG	\$	\$
<b>FERTILIZERS</b>							
1	16-2-16 FERTILIZER, w/ Slow Release Nitrogen (NO SUBSTITUTIONS)	BAGS		30000	LB		
2	15-0-15 FERTILIZER W/ .67% RONSTAR AND SLOW RELEASE NITROGEN (NO SUBSTITUTIONS)	BAGS		20000	LB		
<b>HERBICIDES/ ALGICIDES</b>							
1	VETERAN 720	2.5 GAL		2	EA	\$	\$
2	ISOPROPYLAMINE SALT OF GLYPHOSATE	2.5 GAL		24	EA	\$	\$
3	ROUNDUP PRO	2.5 GAL		200	EA	\$	\$
4	a. WEEDAR 64 (AQUATIC LABEL) (NO SUBS)	2.5 GAL		15	EA	\$	\$
	b. WEEDAR 64 (AQUATIC LABEL) (NO SUBS)	30 GAL		10	EA	\$	\$

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

ITEM	DESCRIPTION/ PRODUCT NAME	CONTAINER SIZE	ALTERNATE	Estimated Quantity	U/M	Unit Price	Extended Price
5	a. RODEO, AQUA CLEAR	2.5 GAL		10	EA	\$	\$
	b. RODEO, AQUA CLEAR (RETURNABLE CONTAINER)	30 GAL		70	EA	\$	\$
6	SONAR Q (NO SUBSTITUTIONS)	40 LB		30	EA	\$	\$
7	SONAR (A.S) (NO SUBSTITUTIONS)	1 GAL		5	GL	\$	\$
8	SILKEN, KINETIC	1 GAL		150	GL	\$	\$
9	SENCOR 75 TURF (NO SUBSTITUTIONS)	5 LB		4	EA	\$	\$
10	MEC AMINE-D	2.5 GAL		20	EA	\$	\$
11	GARLON 4 (GENERICIS ALLOWED)	2.5 GAL		12	EA	\$	\$
12	a. GARLON 3A (GENERICIS ALLOWED)	2.5 GAL		400	EA	\$	\$
	b. GARLON 3A (GENERICIS ALLOWED)	30 GAL		20	EA	\$	\$
13	PLATEAU (NO SUBSTITUTIONS)	2.5 GAL		50	EA	\$	\$
14	MILESTONE (NO SUBSTITUTIONS)	2.5 GAL		50	EA	\$	\$
15	ISOPROPYL AMINE SALT of IMAZAPYR 28.1% A.I. (active ingredient) (GENERICIS ALLOWED)	2.5 GAL		10	EA	\$	\$
<b>FUNGICIDES</b>							
1	ALIETTE WDG (GENERICIS ALLOWED)	5.5 LB		5	EA	\$	\$
<b>INSECTICIDES</b>							
1	ORTHENE	1lb		10	EA	\$	\$
1	ORTHENE	10 LB		10	EA	\$	\$
2	a. AMDRO 1LB (NO SUBSTITUTIONS)	1LB		10	LB	\$	\$
	b. AMDRO 25LB (NO SUBSTITUTIONS)	25LB		20	EA	\$	\$
3	TALSTAR F	1 GAL		40	GL	\$	\$
<b>ADJUVANTS &amp; ADDITIVES</b>							
1	DEFOAMER	1 QUART		120	QT	\$	\$
2	LOVELAND X-77 SPREADER	1 GAL		500	GL	\$	\$
3	PROMATE ACCURACY, WINDBRAKE, AIRTIGHT (NO SUBSTITUTIONS)	1 QUART		2000	QT	\$	\$
4	OIL OF LIMONENE (GENERICIS ALLOWED)	1 GAL		8	GA	\$	\$
5	SPRAY INDICATOR/MARKER DYE (BLUE) (GENERICIS ALLOWED)	1 GAL		8	GA	\$	\$

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

## **MAILING LABEL**

Cut along the outside border and affix this label to your sealed Bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the Bid and the Bid due date and time where requested.

### **MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:**

**SEALED BID - DO NOT OPEN**

**CONTRACTOR:** \_\_\_\_\_

**SEALED BID NO: 14-2696-DS**

**BID TITLE: SOD, FERTILIZER, HERBICIDES, AND OTHER  
RELATED AQUATIC CHEMICALS**

**DUE DATE/TIME:** \_\_\_\_\_ @ \_\_\_\_\_

FORM B  
**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

**SWORN STATEMENT PURSUANT TO ARTICLE V,  
MANATEE COUNTY PURCHASING ORDINANCE**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to the Manatee County Board of County Commissioners by

\_\_\_\_\_  
[Print individual's name and title]

\_\_\_\_\_ for \_\_\_\_\_ [print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_

I understand that no person or entity shall be awarded or receive a County Contract for public improvements, procurement of goods or services (including professional services) or a County lease, franchise, concession or management Contract, or shall receive a grant of County monies unless such person or entity has submitted a written certification to County that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among Bidders or prospective Bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of County's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility

of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

(Continued)

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature      My commission expires \_\_\_\_\_

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.



# R. B. "Chips" Shore

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

1115 Manatee Avenue West, Bradenton, Florida 34205 - Phone (941) 749-1800 - Fax (941) 741-4082  
P.O. Box 25400, Bradenton, Florida 34206 - [www.manateeclerk.com](http://www.manateeclerk.com)

## E PAYABLES APPLICATION

Company  
name \_\_\_\_\_

Contact  
person \_\_\_\_\_

Phone  
number \_\_\_\_\_

Email  
Address \_\_\_\_\_

### FINANCE USE ONLY

Open orders: YES or NO

PEID \_\_\_\_\_

CREATE DATE \_\_\_\_\_

CONFIRMED WITH \_\_\_\_\_

Name and phone number

IFAS \_\_\_\_\_

BANK \_\_\_\_\_

INITIALS \_\_\_\_\_

Return completed form to:  
Via email to:  
[lori.bryan@manateeclerk.com](mailto:lori.bryan@manateeclerk.com)  
Via fax to: (941) 741-4011  
Via mail:  
PO Box 1000  
Bradenton, FL 34206

Revised: June 26, 2013

"Pride in Service with a Vision to the Future"

Clerk of the Circuit Court - Clerk of Board of County Commissioners - County Comptroller - Auditor and Recorder