

MANATEE COUNTY GOVERNMENT

INVITATION FOR BIDS (IFB) #11-2981CD

SOD, FERTILIZER, HERBICIDES, AND OTHER RELATED AQUATIC CHEMICALS

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "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.

INFORMATION CONFERENCE: In order to insure that all prospective bidders have sufficient information and understanding of the County's needs, an information conference will be held:

Friday, September 30, 2011 at 10:00 AM

at the Manatee County Administrative Center, Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205.

DEADLINE FOR CLARIFICATION: Friday, October 7, 2011

TIME AND DATE DUE: **Tuesday, October 18, 2011 at 3:00 PM**

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Important Note: **A prohibition of Lobbying has been enacted. Please review paragraph A.23 carefully to avoid violation and possible sanctions.**

FOR INFORMATION CONTACT:
CHRIS DALEY, CPPB- SENIOR BUYER
Phone (941) 749-3048 - Fax (941) 749-3034

AUTHORIZED TO RELEASE:



INFORMATION TO BIDDERS

A.01 OPENING LOCATION

These bids will be publicly opened in the Manatee County Purchasing Office, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 in the presence of County officials at the time and date stated. All bidders or their representatives are invited to be present.

A.02 BID INFORMATION AND BID DOCUMENTS

Manatee County Purchasing Division posts **notices of bid or proposal opportunities and addenda** on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button.

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals." You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "DemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the Notice of Source Selection seven calendar days prior to the effective date of the award.

IT IS THE RESPONSIBILITY OF EACH VENDOR, PRIOR TO SUBMITTING THEIR BID or PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID or PROPOSAL.

A.03 BID FORM DELIVERY REQUIREMENTS

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 Office for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Office. Bids delayed by mail 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.04 DEADLINE FOR CLARIFICATION REQUESTS

October 7, 2011 shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to the Manatee County Purchasing Office.

This deadline has been established to maintain fair treatment for all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve

A.05 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation for Bids 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 the Invitation for Bids shall be made through the Manatee County Purchasing Office. The 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, the County will Broadcast the addenda on the Demand Star distribution system to "Planholders" on this web service, and post the documents on the Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button. It shall be the responsibility of each bidder, prior to submitting their bid, to contact Manatee County Purchasing (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

A.06 SEALED & MARKED

Three signed copies of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #11-2981CD – Sod, Fertilizer, Herbicides, and other Related Aquatic Chemicals" with your company name.

Address package to:

Manatee County Purchasing Office
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

A.07 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone number of the bidder. Bids 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.

A.08 BID EXPENSES

All expenses for making bids to the County are to be borne by the bidder.

A.09 IRREVOCABLE OFFER

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

A.10 DISCLOSURE

Upon receipt, responses become "Public Records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Section 119.071(1)(b)2 states that sealed bids shall be exempt from inspection or copying until such time as the County provides a notice of a decision or until 30 days after the date the bids are opened, whichever is earlier.

Based on the above, Manatee County will receive bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied.

When County staff have completed a mathematic validation and inspected the completeness of the offers, a tabulation shall be posted on mymanatee.org.

A.11 UNBALANCED BIDDING PROHIBITED

Manatee County recognizes that large and/or complex projects will often result in a variety of methods, sources and prices; however, where in the opinion of the County such variation does not appear to be justified, given bid specifications and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids will include:

1. Bids showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate bids.
2. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive bidders for the same line item unit costs.
3. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event the County determines that a bid is presumed unbalanced, it will request the opportunity to, and reserves the right to, review all sources quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop the bid. The County reserves the right to reject as non-responsive any presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

A.12 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the 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 the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the 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 conforms closest to or most exceeds the quality of goods and/or services set forth in the attached Contract Documents or otherwise required by the 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 Bids. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. Information the 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.13 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 agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Purchasing Code of Laws, as amended.

A.14 CODE OF ETHICS

With respect to this bid, if any Bidder violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Purchasing Code Ordinance 08-43, Article 3, Ethics in Public Contracting, and/or the state of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids or proposals for work or for goods or services for Manatee County.

The County anticipates that all statements made and materials submitted in a bid will be truthful. If a bidder is determined to be untruthful in its bid or any related presentation, such bidder may be disqualified from further consideration regarding this Invitation For Bid.

A.15 COLLUSION

By offering a submission to this Invitation for Bids, the bidder certifies that the bidder has not divulged, discussed or compared their bid with other bidders, 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 contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.16 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. **Bidders must fully comply with all bid Contract Documents, terms, and conditions.** Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all reprourement costs, damages, and attorney fees as incurred by the County.

A.17 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 price used in determining award(s).

A.18 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exempt Cert. No. 59-78-0089K and FL Sales Tax Exempt Cert. No. 51-02-027548-53C); 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.19 MATHEMATICAL ERRORS

Bids submitted shall be based on the quantities stated on the Bid Form. Quantities shall be used for the comparison of Bids. Payment to the Contractor will be made based on the actual quantity of work completed and accepted at the date of payment request, in accordance with the terms of the contract.

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s), the extended totals shall prevail. All bids shall be reviewed mathematically and corrected, if necessary, using these standards prior to additional evaluation. Calculations shall be factored to the second decimal point.

A.20 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Contract Documents, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Contract 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 MODIFICATION OF BID CONTRACT DOCUMENTS

If a bidder wishes to recommend changes to the bid Contract Documents, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the bid Contract Documents. The County is not obligated to make any changes to the bid Contract Documents. Unless an addendum is issued as outlined in Article A.04, the bid Contract Documents shall remain unaltered. **Bidders must fully comply with the bid Contract Documents, terms, and conditions.**

A.22 AMERICAN DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the 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 first page of this Bid Document at least twenty-four (24) hours in advance of either activity.

A.23 LOBBYING

After the issuance of any Invitation for Bids or Request for Proposals, prospective bidders, proposers or any agent, representative or person acting at the request of such bidder or proposer shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bids or Request for Proposals with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Invitation for Bids or Request for Proposals. This prohibition begins with the issuance of any Invitation for Bids, or Request for Proposals, and ends upon execution of the final contract or when the invitation or request has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code.

A.23 LOBBYING (Continued)

The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by Purchasing, in writing.

A.24 DRUG FREE WORK PLACE

The Manatee County Board of County Commissioners adopted a policy regarding Bidders maintaining a Drug Free Work Place, prohibiting the award of bids to any person or entity that has not submitted written certification to the County that it has complied with those requirements [Reference Resolution R-93-22, Manatee County Purchasing Policies, Section 4, E (1) (a)]. A Drug Free Work Place Certification Form is attached to this bid for this purpose.

A.25 DISQUALIFYING CRIMINAL MATTERS; CERTIFICATION REQUIRED

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 s. 287.133, may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 Statute s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

In addition, the Manatee County Code prohibits the award of any contract to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of an 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 manner; To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the 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 a such a record and is therefore eligible to seek and be awarded business with the 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 confirming Criminal Matters Certification Affidavit is attached for this purpose.

A.26 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

A.27 MBE/WBE

The State of Florida, **Office of Supplier Diversity** provides the certification process and the database for identifying certified MBE/WBE 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.

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

GENERAL TERMS AND CONDITIONS

B.01 CONTRACT FORMS

Any agreement, contract, or Purchase Order resulting from the acceptance of a bid shall be made by a purchase order and be bound by the terms and conditions herein.

B.02 AUTHORIZED PRODUCT REPRESENTATION

The successful bidder(s), by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. The successful bidder's failure to perform accordingly may, in the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

B.03 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 vendor 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 vendor shall refund to Manatee County any money which has been paid for same. The vendor will be responsible for attorney fees in the event the supplier defaults and court action is required.

B.04 ROYALTIES AND PATENTS

The vendor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services he is furnishing. Vendor shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the County harmless from loss on account thereof, including costs and attorney's fees.

B.05 INDEMNIFICATION

The successful vendor covenants and agrees to indemnify and save harmless the 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 agreement 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 the 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 award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

B.06 REGULATIONS

It shall be the responsibility of the successful bidder(s) to assure compliance with any OSHA, EPA and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

B.07 MANUALS, SCHEMATICS, HANDBOOKS

All manuals, schematics and handbooks shall be provided which are applicable to the equipment delivered. An operators manual, parts manual and technician manual must also be provided. Parts lists (manuals) must include OEM part numbers for items not manufactured by the bidder. Vendor shall furnish two (2) copies of each publication.

SPECIFIC TERMS & CONDITIONS

C.01 PURPOSE

It is the intent of the County of Manatee to purchase, on an as required basis, sod, seeds, and various aquatic chemicals (herbicides, fungicides, insecticides, adjuvants, fertilizers, and perennials) for delivery to the various job sites within Manatee County and in some instances for the County to pick up from the vendor's plant. 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

C.02 BLANKET ORDER

Blanket Purchase Order(s) shall be issued as a result of this bid. A Blanket Purchase Order number, when accompanied by a valid Release Order number provided by an authorized County department, will authorize purchases on an "**as required**" basis. (Note: The quantities shown on the Bid Form are estimates only. There is no guarantee that these quantities will be released).

A master agreement with subsequent individual orders shall be used for payment. Each invoice must indicate the Blanket Purchase Order number followed by a valid Release Order number. The vendor is not authorized to proceed with, and will not be compensated for, any materials or services not authorized by a valid Release Order Number issued by the County.

Quantities of purchases will vary depending on the needs and authorized budget of each authorized County department. Bid forms shall be included as an attachment to the Blanket Purchase Order. Make no shipments until a valid release order is provided.

C.03 QUANTITIES

The exact quantities of the required materials cannot be determined at this time, but approximated annual usage is indicated on the Bid Form pages. This bid award may result in similar quantities of purchases; however, this is not guaranteed. Purchase Orders/Release Orders shall be issued on an "**AS REQUIRED**" basis; covering all or part of the estimated quantity.

C.04 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.

C.05 SECURITY

Vendor 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 Vendor must provide driver's name, license number, and photo.

C.06 PRICES & TERM

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

C.07 RENEWAL

If not cancelled by the Vendor or the County, **this bid shall be automatically extended/renewed** beyond the first twelve (12) month contract period for additional twelve (12) month periods not to exceed a total contract duration of thirty-six (36) months providing there are no changes of prices, terms or conditions. Renewal prices may be adjusted only as permitted in paragraph C.08 Price Adjustments For Renewal Periods. **Written notice of intention not to renew must be submitted by the successful bidder 90 days prior to the end of a contract period.** Should any Vendor choose not to renew the bid awarded, the County reserves the right to terminate the Contract with that Vendor and select the next qualified bidder, or re-advertise for those bid items, or solicit a new Invitation for Bid for all items (including multiple bid awards).

C.08 PRICE ADJUSTMENTS FOR RENEWAL PERIODS

Prices shall remain firm for the first twelve month base contract term. Requested price changes for the remaining terms may be adjusted in accordance with the Producers Price Index 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.

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

The example below illustrates the method by which Pricing shall be adjusted:

| | |
|-------------------------------|--------------------------------------|
| | 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 |

C.09 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.

C.10 CANCELLATION

It is mutually understood and agreed that any award made as a result of this bid may be canceled by the vendor upon 90 days written notice by Certified Mail to the County. However, the County is hereby authorized to purchase, in accordance with the prices bid, any quantity of materials and/or services during this 90 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 vendor 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.

C.11 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 vendor shall pick up the product from the County at no expense to the County. Also, the vendor shall refund to Manatee County any money which has been paid for same. The vendor will be responsible for attorney fees in the event the supplier defaults and court action is required.

If the vendor 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.

C.12 INSURANCE

In relation to work requiring installation, the contractor will not commence work under a contract until all insurance under this section has been obtained. The contractor shall obtain, and submit to Purchasing within 15 calendar days of request, 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 Worker's Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Worker's Compensation Policy.

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

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

C.12 INSURANCE (Continued)b. Commercial General Liability

The limits are to be applicable only to work performed under this 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) to a Commercial General Liability Policy with the following minimum limits.

| | |
|---|------------------|
| Products/Completed Operations Aggregate | <u>\$300,000</u> |
| Personal and Advertising Injury | <u>\$300,000</u> |
| Each Occurrence | <u>\$300,000</u> |
| Fire Damage (Any One Fire) | \$ Nil |
| Medical Expense (Any One Person) | \$ Nil |

c. Business Auto Policy

Each Occurrence Bodily Injury and Property Damage Liability Combined \$300,000
Annual Aggregate (If Applicable) Three Times Each Occurrence Limit.

d. Owners Protective Liability Coverage

The minimum OCP Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the bidder shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OCP Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the Purchasing Director 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, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

ADDITIONAL INSURED: - The successful vendor shall name Manatee County as additional insured in items b. and d. of the required policies.

If the initial insurance expires prior to the completion of operations and/or services by the vendor, renewal certificates of insurance and required copies of policies shall be furnished by the vendor and delivered to the Purchasing Director thirty (30) days prior to the date of their expiration.

Nothing herein shall in any manner create any liability of the County in connection with any claim against the vendor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the vendor or his sureties to the County or to any workers, suppliers, materialmen or employees.

C.13 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.

C.14 MATERIAL/SAFETY DATA SHEET

It shall be the responsibility of the vendor to submit 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.

TECHNICAL SPECIFICATIONS

D.01 SCOPE OF WORK

The County of Manatee has a need for sods, seeds, mulch, fertilizers, herbicides, and various other agricultural chemicals on an as required basis. All items shall be available for County pickup, vendor delivery, and/or vendor 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.

D.02 MATERIALS

A. SOD

1. Vendor Qualifications: All bidders shall provide a copy of their license and bond as an agriculture dealer, as required by Florida Statutes 604.15 - 604.34.
2. 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.
3. Construction Method: The vendor 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 vendor 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.
4. 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.
5. Guarantee: The vendor 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 vendor 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.
6. 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.

7. Pallet Pick-Up: Each County department shall store used pallets for pick-up by the vendor. Vendor shall provide pick-up services at no additional cost to the County.

8. Description of Work: The following details the responsibilities of the Vendor and County for each type of SOD service required:

a. **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: Vendor Supplied
 Handling Equipment: Vendor's equipment
 Site Transportation: Vendor's carrier
 Labor used to Handle: Vendor's personnel
 Watering: County supplied and applied

b. **County Pick-Up:**

Product: Pallet of sod equivalent to 150 pieces of 16" x 24"
 FOB: Vendor's site
 Installation: County's personnel
 Wood Pallets: Vendor Supplied
 Handling Equipment: Vendor's equipment for loading onto County's carrier
 Site Transportation: County's carrier
 Labor used to Handle: Vendor's personnel for loading onto County's carrier at Vendor's site
 Watering: County supplied and applied

c. **Delivered & Installed:**

Product: Pallet of sod equivalent to 150 pieces of 16" x 24" **OR**
 Rolled Sod at least 24" wide
 FOB: Destination
 Installation: Vendor's personnel
 Handling Equipment: Vendor's equipment
 Site Transportation: Vendor's carrier
 Labor used to Handle: Vendor's personnel
 Watering: County supplied and applied

d. **Slope Delivery & Installation:**

Product: Pallet of sod equivalent to 150 pieces of 16" x 24" **OR**
 Rolled Sod at least 24" wide
 FOB: Destination
 Installation: Vendor's personnel
 Handling Equipment: Vendor's equipment
 Site Transportation: Vendor's carrier
 Labor used to Handle: Vendor's personnel
 Watering: County supplied and applied

- e. **Stakes or Staples (Installed by Vendor):** On areas where the sod may slide, due to height and slope, the County may direct that the sod be pegged with either stakes or staples driven through the sod blocks into firm earth at suitable intervals. Stakes or staples to be supplied by the County to the Vendor.

b. **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

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

1. **Vendor Qualifications:** All bidders shall provide a copy of their license and bond as a pesticide dealer, as required by Florida Statutes 487.041- 487.049.
2. **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.
3. **Description of Materials:** The following details the responsibilities of the Vendor and County for each type of service required:
 1. **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.
 2. **ISOPROPYLAMINE SALT OF GLYPHOSATE (Delivery Only)**(Generic Roundup)- Non-Aquatic with adjuvant in mix;
 Shipped in 2.5 gallon containers

3. **ROUNDUP PRO - Generic Form allowed (Delivery Only)**

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.

4. **WEEDAR 64 (2,4-D Amine) – (Delivery Only)**

Specifications- Rhone Poutone Aquatic Approved Label **(No substitutions)** 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

5. **RODEO, AQUA CLEAR - Monsanto, Generics (Delivery Only) –**

Shipped in 2.5 or 30 gallon container

AquaNeat-Riverdale, GlyPro-Dow Agri, Eagle - 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.

6. **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.

7. **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.

8. **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%

9. **SENCOR 75 TURF - Bayer (Delivery Only)**
No SUBSTITUTIONS 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%
10. **MEC AMINE - D - Verdigon (Delivery Only)**
Shipped in 2.5 gallon container
Active Ingredients: Dimethylamine Salt of 2, 4-
Dichlorophenoxyacetic acid 30.66%
Dlonethamine Salt of 2 - (2-methyl-4-chlorophenoxy)
Propionic acid 16.34%
Dimethylamine Salt of Dicamba 2.77%
Inert Ingredients: 50.23%
11. **TRAN XIT GTA - Griffin CCC (Delivery Only)**
(No substitutions allowed)- Shipped in 3 ounce or 15 ounce
container
Active Ingredients: Rimsulfuron: N-((4,6-dimethoxypyrimidin-2-yl)
aminocarbonyl)-3-(ethylsulfonyl)-2 pyridinesulfonamide 25%
Inert Ingredients: 75%
12. **MONUMENT 75WG – Syngenta (Delivery Only)**
(No substitutions)- Shipped in 5x5 gram packets
Active Ingredients: 2-pyridinesulfonamide, N-[[4,6-dimethoxy-2-
pyrimidinyl)amino]carbonyl]-3-(2,2,2-trifluoroethoxy), monohydrate,
trifloxysulfuron-sodium 75%
Inert Ingredients: 25%
13. **GARLON 4 - Dow Agro Sciences (Delivery Only)**
Shipped in 2.5 gallon container- Generics allowed
Active Ingredients: 61.6%
Inert Ingredients: 38.4%
14. **GARLON3A - Dow Agro Sciences (Delivery Only)**
Shipped in 2.5 gallon or 30 gallon container
Generics Allowed
15. **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%
16. **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%

b. **Fungicides**1. **ALIETTE WDG – Bayer (Delivery Only)**

Generics Allowed- Shipped in 5.5 lb container

Active Ingredient:

Aluminum tris (O-ethyl phosphonate) 80%

Inert Ingredients: 20%

c. **Insecticides**1. **ORTHENE (acephate) (Delivery Only)**

Shipped in 1 lb or 10 lb bag- Generics allowed

Active Ingredients:

Acephate (O,S-dimethyl acetylphosphoramidothioate) 75%

Inert Ingredients: 25%

2. **AMDRO - American Cyanamid Company (Delivery Only)**

No Substitutions- Shipped in 1 lb or 25 lb containers

Granular ant bait

3. **TOP CHOICE – Bayer (Delivery Only)**

(No substitutions allowed)- Shipped in 50 lb bag

Active Ingredients:

Fipromil: 5-aminio-1-(2,6-dichloro-4-(trifluoromethyl)phenyl)-4-
((1,R,S)-(trifluoromethyl)sulfinyl)-1-H-pyrazole-3-
carbonitrile .0143%

Inert Ingredient: 99.9857%

4. **TALSTAR F - FMC Corp (Delivery Only)**

Generics Allowed- Shipped in 1 gallon container

Active Ingredient: Bifenthrin - 7.9%

Inert Ingredients: 92.1%

5. **Aloft LC SC (Delivery Only)**

By Clothianidin- **No substitutions allowed**

Liquid- Shipped in 64 oz container

d. **Adjuvants & Additives (For Delivery Only)**1. **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.

2. **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%

3. **PROMATE ACCURACY, WINDBRAKE, AIRTIGHT**

(No substitutions allowed); Shipped in 1 qt container

Principal Function Agent:

Polyvinyl polymer (Polyacrylamide) 30%

Inert Ingredients: 70%

BASIS OF AWARDE.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.

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 vendors in the event of an urgent, immediate need and the availability of the products requested cannot be met by the lowest price vendor at the time of need. Award shall be to a Primary (lowest responsive, responsible bidder), and Secondary (second lowest responsive, responsible bidder).

Whenever two or more bids are equal with respect to price, quality and service, the bid received from a local business shall be given preference in award. Whenever two or more bids which are equal with respect to price, quality and service are received, and both bids or neither of these bids are received from a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

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 employees at that location.

SECTION F

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION**F.01 Vendor Registration**

All vendors are encouraged to register with Manatee County using the on-line "Vendor Registration" web page on www.mymanatee.org.

Enclosed is a copy of the current Manatee County law that details the County's Local Preference and definition of a Local Business.

If you assert that your firm meets the stated definition of a Local Business, we ask that in addition to registering on the County's Web page, you fill out the attached "**Affidavit As To Local Business Form**" that is included in this section of the bid, have the completed document notarized, and mail the original to the following address: Manatee County Administration Center, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

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, posting bids on www.manateechamber.com as well as using the same vendor categories for registration.

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 on line registration: www.mymanatee.org

A link to "Purchasing" is listed under the "Quick Links" on page one of this County Web Site.

On the left hand side of the Purchasing Web page, click on "Vendor Registration."

This will bring up the Vendor Registration form for on-line input. Please note that the definition of a "Local Business" changed on March 17, 2009. The Web page will be updated to include the current Law which has been provided in this section of the bid.

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 the County to provide timely notifications of quotation, bid, and proposal opportunities to your business.

MANATEE COUNTY LOCAL PREFERENCE LAW AND VENDOR REGISTRATION

F.02 Section 2-26-6. Local preference, tie bids, **local business defined.**

(a) Whenever a responsible local business bidder and a responsible non-local business bidder are found, upon the opening of bids, to have both submitted the lowest responsive bid, the bid of the local bidder shall be awarded the contract. Should more than one responsible local business bidder match the responsible non-local business bidder's lowest responsive bid, or should no responsible local business bidder match the lowest responsive bid but two or more responsible non-local business bidders submit lowest responsive bids for equal amounts, then the award of the contract shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the purchasing office and open to the public. Any bidders seeking to be recognized as local businesses for purposes of this local business preference provision may be required by the terms of the bid announcement to certify they meet the definition of local business set forth in this section, and to register as a local business with the county in the manner prescribed by the county to facilitate the county's ability to track the award of contracts to local businesses and to allow the county to provide future notifications to its local businesses concerning other bidding opportunities.

(b) Nothing herein shall be deemed to prohibit the inclusion of requirements with respect to operating and maintaining a local place of business in any invitation for bids when the bidder's location materially affects the provisions of the services or supplies that are required by the invitation.

(c) 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 employees at that location.

(d) Each solicitation for bids made by the county shall contain terms expressly describing the local business preference policies of the county, and shall provide that by electing to submit a bid pursuant to a request for bids, all bidders are deemed to understand and agree to those policies.

(e) For all contracts for architecture, professional engineering, or other professional services governed by Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified." In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.

(f) Local preference shall not apply to the following categories of contracts:

1. Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract;
2. Contracts for professional services subject to Florida Statute § 287.055, the Consultants' Competitive Negotiation Act, except as provided for in subsection (e) above;
3. 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;
4. Purchases or contracts made pursuant to a non-competitive award process, unless otherwise provided by this section;

F.02 Section 2-26-6. Local preference, tie bids, **local business defined.** (Continued)

5. 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.

(g) To qualify for local preference under this section, **a local business must certify to the County that it:**

1. Has not within the five 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 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.

Ref: Ordinance 09-21 and 09-23 **PASSED AND DULY ADOPTED** in open session, with a quorum present and voting, on the 17th day of March, 2009.

**MANATEE COUNTY GOVERNMENT
AFFIDAVIT AS TO LOCAL BUSINESS
(Complete and Initial Items B-F)**

A. Authorized Representative

I, [name] _____, am the [title] _____ and the duly authorized representative of: [name of business] _____, and that I possess direct personal knowledge to make informed responses to these certifications and the legal authority to make this Affidavit on behalf of myself and the business for which I am acting; and by electing to submit a bid pursuant to this Invitation for Bids, shall be deemed to understand and agree to the local business preference policies of Manatee County; and that I have the direct knowledge to state that this firm complies with all of the following conditions to be considered to be a Local Business as required by the Manatee County Code of Law, Section 2-26-6.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale of goods and/or services and has a physical place of business in Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one (1) fulltime employee at that location. The physical address of the location which meets the above criteria is: _____ [Initial] _____

Business Phone Number: _____

Email

Address: _____

C. Business History: I certify that business operations began at the above physical address with at least one fulltime employee on [date] _____

[Initial] _____

D. Criminal Violations: I certify that within the past five years of the date of this Bid announcement, this business has not admitted guilt nor been found guilty by any court or local, state or federal regulatory enforcement agency of violation of any criminal law or administrative regulation regarding fraud. _____ [Initial] _____

E. Citations or Code Violations: I certify that this business is not currently subject to any unresolved citation or notice of violation of any Manatee County Code provision, with the exception of citations or notices which are the subject of a legal current appeal within the date of this bid announcement. _____

[Initial] _____

F. Fees and Taxes: I certify that this business is not delinquent in the payment of fines, liens, assessments, fees or taxes to any governmental unit or taxing authority within Manatee County, with the exception of those which are the subject of a current legal appeal. _____ [Initial] _____

Each of the above certifications is required to meet the qualification of "Local Business" under Manatee County Code of Law, 2-26-6.

Signature of Affiant _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

(Notary Seal) Signature of Notary: _____

Name of Notary: (Typed or Printed) _____

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

Submit executed copy to Manatee County Purchasing - Suite 803 - 1112 Manatee Avenue West - Bradenton, FL 34205

BID FORM
(Submit in Triplicate)

TO: Manatee County Purchasing
1112 Manatee Avenue West
Bradenton, Florida 34205

RE: "Sealed Bid #11-2981CD- Sod, Fertilizers, 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 this Invitation for Bids.

We understand that the bid specifications, terms and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

(Print Name & Title of Signer) DATE: _____

COMPANY ADDRESS: _____

TEL. NO.: _____ FAX NO.: _____

FEIN NO.: _____

Acknowledge Addendum No. ____ Dated: _____

Acknowledge Addendum No. ____ Dated: _____

Acknowledge Addendum No. ____ Dated: _____

BID FORM
(Submit in Triplicate)

IFB #11-2981CD

| ITEM | DESCRIPTION/ PRODUCT NAME | CONTAINER SIZE | ALTERNATE | Estimated Quantity | U/M | Unit Price | Extended Price |
|-------------|---|----------------|-----------|--------------------|-----|------------|----------------|
| SODS | | | | | | | |
| 1 | BAHIA SOD | | | | | | |
| 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 | \$ | \$ |
| 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 | \$ | \$ |
| 2 | ST. AUGUSTINE- FLORATAM | | | | | | |
| 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 | \$ | \$ |
| | c. DELIVERED & INSTALLED (Pallet Sod) | | | 4800 | SF | \$ | \$ |
| 3 | 419 BERMUDA SOD | | | | | | |
| 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 | \$ | \$ |
| | e. ROLLED SOD- DELIVERED & INSTALLED | | | 200 | SF | \$ | \$ |

VENDOR: _____

BID FORM
(Submit in Triplicate)

IFB #11-2981CD

| ITEM | DESCRIPTION/ PRODUCT NAME | CONTAINER SIZE | ALTERNATE | Estimated Quantity | U/M | Unit Price | Extended Price |
|--------------------------|--|----------------|-----------|--------------------|-----|------------|----------------|
| B | 5-9 PALLETS (2,000 SF - 3,999 SF) | | | | | | |
| | c. DELIVERED & INSTALLED (Pallet Sod) | | | 8000 | SF | \$ | \$ |
| | e. ROLLED SOD- DELIVERED & INSTALLED | | | 4000 | SF | \$ | \$ |
| C | 10-24 PALLETS (4,000 SF - 9,999 SF) | | | | | | |
| | c. DELIVERED & INSTALLED (Pallet Sod) | | | 12000 | SF | \$ | \$ |
| | e. ROLLED SOD- DELIVERED & INSTALLED | | | 4000 | SF | \$ | \$ |
| D | 25 PALLETS OR MORE (10,000 SF OR MORE) | | | | | | |
| | c. DELIVERED & INSTALLED (Pallet Sod) | | | 38,000 | SF | \$ | \$ |
| | e. ROLLED SOD- DELIVERED & INSTALLED | | | 1,000 | SF | \$ | \$ |
| 5 | STAKE/STAPLES (INSTALLED BY VENDOR) | | | | | | |
| | a. STAPLES (COUNTY SUPPLIED) | | | 1 | EA | \$ | \$ |
| | b. STAPLES (VENDOR SUPPLIED) | | | 10,000 | SF | \$ | \$ |
| SEEDS & MULCH | | | | | | | |
| 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. CYPRESS MULCH (Grade "A") | | | 500 | BAG | \$ | \$ |
| | b. PREMIUM SHREDDED CYPRESS | | | 400 | BAG | \$ | \$ |
| | d. MELALEUCA MULCH (FLORIMULCH BRAND) | | | 500 | BAG | \$ | \$ |
| | e. CELLULOSE MULCH(FOR HYDRO SEEDING), 60% PAPER, 40% WOOD FIBER (50 LB BALES) | | | 300 | BAG | \$ | \$ |
| FERTILIZERS | | | | | | | |
| 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 | | |

VENDOR: _____

BID FORM
(Submit in Triplicate)

IFB #11-2981CD

| ITEM | DESCRIPTION/ PRODUCT NAME | CONTAINER SIZE | ALTERNATE | Estimated Quantity | U/M | Unit Price | Extended Price |
|------------------------------|---|----------------|-----------|--------------------|-----|------------|----------------|
| HERBICIDES/ ALGICIDES | | | | | | | |
| 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 | \$ | \$ |
| 5 | a. RODEO, AQUA CLEAR | 2.5 GAL | | 10 | EA | \$ | \$ |
| | b. RODEO, AQUA CLEAR (RETURNABLE CONTAINER) | 30 GAL | | 50 | 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 | a. TRAN XIT GTA (NO SUBSTITUTIONS) | 3 OUNCE | | 10 | EA | \$ | \$ |
| | b. TRAN XIT GTA (NO SUBSTITUTIONS) | 15 OUNCE | | 2 | EA | \$ | \$ |
| 12 | MONUMENT 75WG (NO SUBSTITUTIONS) | 5X5 GRAM | | 12 | EA | \$ | \$ |
| 13 | GARLON 4 (GENERIC ALLOWED) | 2.5 GAL | | 12 | EA | \$ | \$ |
| 14 | a. GARLON 3A (GENERIC ALLOWED) | 2.5 GAL | | 250 | EA | \$ | \$ |
| | b. GARLON 3A (GENERIC ALLOWED) | 30 GAL | | 20 | EA | \$ | \$ |
| 15 | PLATEAU (NO SUBSTITUTIONS) | 2.5 GAL | | 100 | EA | \$ | \$ |
| 16 | MILESTONE (NO SUBSTITUTIONS) | 2.5 GAL | | 40 | EA | \$ | \$ |
| FUNGICIDES | | | | | | | |
| 1 | ALIETTE WDG (GENERIC ALLOWED) | 5.5 LB | | 5 | EA | \$ | \$ |
| INSECTICIDES | | | | | | | |
| 1 | ORTHENE | 10 LB | | 10 | EA | \$ | \$ |
| 2 | a. AMDRO 1LB (NO SUBSTITUTIONS) | 1LB | | 10 | LB | \$ | \$ |
| | b. AMDRO 25LB (NO SUBSTITUTIONS) | 25LB | | 20 | EA | \$ | \$ |
| 3 | TOPCHOICE (NO SUBSTITUTIONS) | 50LB BAG | | 100 | EA | \$ | \$ |
| 4 | TALSTAR F | 1 GAL | | 40 | GL | \$ | \$ |
| 5 | ALOFT LC SC (NO SUBSTITUTIONS) | 64 OUNCE | | 20 | EA | \$ | \$ |

VENDOR: _____

BID FORM
(Submit in Triplicate)

IFB #11-2981CD

| ITEM | DESCRIPTION/ PRODUCT NAME | CONTAINER SIZE | ALTERNATE | Estimated Quantity | U/M | Unit Price | Extended Price |
|----------------------------------|---|----------------|-----------|--------------------|-----|------------|----------------|
| ADJUVANTS & ADDITIVES | | | | | | | |
| 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 | \$ | \$ |

VENDOR: _____

Attachment "A"

STATEMENT OF NO BID

If you do not intend to bid please return this form immediately to:

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

We, the undersigned, have declined to bid on Bid No.: 11-2981CD- Sod, Fertilizers, Herbicide, & Other Related Aquatic Chemicals,, for the following reason(s):

- ☐ Specifications too restrictive, i.e., geared toward one brand or manufacturer.
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet specifications
- ☐ Unable to meet Bond requirement
- ☐ Specifications unclear (explain below)
- ☐ Unable to meet insurance requirements
- ☐ Remove us from your "Bidders List"
- ☐ Other (specify below)

REMARKS:

We understand that if we do not submit a Bid and this Statement of No Bid is not executed and returned, our name may be deleted from your Bidders List for this commodity or service.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

ATTACHMENT "B"**Drug Free Work Place Certification****SWORN STATEMENT PURSUANT TO SECTION 6-101(7)(B),
MANATEE COUNTY PURCHASING CODE, ON DRUG FREE WORK PLACES**

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 agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by ' 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

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 THE COUNTY ADMINISTRATOR DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

[Signature]

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 200_____ by _____.

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

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

Attachment "C"**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION****SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING CODE**

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 agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the 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 the County's Purchasing Director, 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 and 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.

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 the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the 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 THE 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 _____, 20____ 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.