



# HIGHLANDS COUNTY

BOARD OF COUNTY COMMISSIONERS  
GENERAL SERVICES & PURCHASING

## INVITATION TO BID (ITB)

The Board of County Commissioners (BCC), Highlands County, Sebring, Florida, will receive sealed bids in the County Purchasing Department for the following Annual Bids:

### **ITB 13-006 HERBICIDES & FERTILIZERS - NIGP CODE 675-00/335-00**

Specifications may be obtained by downloading from our website: [www.hbcc.net](http://www.hbcc.net) or by contacting: Danielle Gilbert, CPPB, Highlands County General Services/Purchasing Manager at 4320 George Blvd., Sebring, Florida 33875-5803 Phone: 863-402-6524 Fax: 863-402-6735; or E-Mail: [dgilbert@hbcc.org](mailto:dgilbert@hbcc.org)

Bid envelopes must be sealed and marked with the bid number and name so as to identify the enclosed bids. Bids must be delivered to the Highlands County Purchasing Department, 4320 George Blvd., Sebring, FL. 33875-5803 so as to reach said office no later than **2:00 P.M., Thursday; August 2, 2012**, at which time they will be opened. Bids received later than the date and time as specified will be rejected. The Board will not be responsible for the late deliveries of bids that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more County Commissioners may be in attendance at the above bid openings. Highlands County Local Preference Policy will apply to the award of this bid.

The Highlands County Board of County Commissioners reserves the right to accept or reject any or all bids or any parts thereof, and the award, if an award is made, will be made to the most responsive and responsible bidder whose bid and qualifications indicate that the award will be in the best interest of Highlands County. The Board reserves the right to waive irregularities in the bid.

The Board reserves the right to waive irregularities in the bid. The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26 Florida Statutes should contact Mrs. Melissa Bruns, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: [mbruns@hbcc.org](mailto:mbruns@hbcc.org). Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners  
Purchasing Department  
Highlands County, Florida

Website: [www.hbcc.net](http://www.hbcc.net)

**BID REGISTRATION FOR:  
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS  
ITB No. 13-006  
HERBICIDES & FERTILIZERS  
NIGP Code: 675-00 & 335-00**

You **MUST** register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Purchasing Department as soon as possible. It is the vendor's responsibility to verify if addenda have been issued. All addenda can also be found on the web: [www.hbcc.net](http://www.hbcc.net).

Bid Number and Title: **ITB 13-006            HERBICIDES & FERTILIZERS**

**Bid Opening:** Bids must be delivered to Highlands County Purchasing Department, 4320 George Blvd., Sebring, FL 33875-5803; no later than **2:00 P.M., THURSDAY, August 1, 2012** at which time they will be opened. Bids received later than the date and time as specified will be rejected.

**Special Instructions:** There will be no Pre-Bid for this project.

This form is for bid registration only.

**BIDDER REGISTRATION  
FAX OR EMAIL THIS FORM BACK IMMEDIATELY  
DANIELLE GILBERT: [dgilbert@hbcc.org](mailto:dgilbert@hbcc.org)  
FAX: (863) 402-6735**

Carefully complete this form and mail or fax it to the Purchasing Department. You must submit one form for each bid that you are registering for.

**Company Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

- A. All responses shall become the property of the County.
- B. **Florida Statutes** 287.087, on Drug Free Work Place, 287.133(3)(a) on Public Entity Crimes, and Section 287.134, on Discrimination, as a whole and/or as shown below, will be complied with:

**287.087, Preference to businesses with drug-free workplace programs:**

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED ON THE BID FORM.

**287.133, Public entity crime; denial or revocation of the right to transact business with public entities:**

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**287.134, Discrimination; denial or revocation of the right to transact business with public entities:**

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract or provide goods and services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with a public entity.

- C. Responses are due and must be received in accordance with the instructions given in the announcement page.
- D. The County will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.
- E. Respondents, their agents and associates shall refrain from contacting or soliciting any County Official and that contact may be made ONLY with the individual(s) listed in this document for additional information and clarification.
- F. Due care and diligence has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the County nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

**SECTION I GENERAL TERMS AND CONDITIONS (Rev 09/2006) CONT'D**

- G. All timely responses meeting the specifications set forth in this document will be considered. However, respondents are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those responses in full or substantially full compliance with them. Each respondent is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.
- H. Each respondent is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.
- I. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.
- J. Award will be made to the respondent whose submittal is determined to be the most advantageous to the County, taking into consideration those responses in compliance with the requirements as set forth in this document. The Board of County Commissioners reserves the right to reject any and all responses for any reason or make no award whatsoever or request clarification of information from the respondents.
- K. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the Highlands County Purchasing Department. Any oral or other type of communication concerning this document shall not be binding.
- L. Responses must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.
- M. Unless otherwise stated in the specifications, the following Insurance Requirements must be met before delivery of goods and services:
  1. Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
  2. Commercial General Liability: Occurrence Form Required: (Contractor/vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
  3. Commercial Automobile Liability Insurance: (Contractor/vendor) shall maintain automobile liability insurance with a limit of not less than \$500,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
  4. Special Requirements / Evidence of Insurance:
    - a. A copy of the Contractor's / Vendor's current certificate of insurance MUST be provided with the response to this ITB, RFP, etc.. A formal certificate shall be provided upon announcement that a Contractor / Vendor has been awarded the work as called for in this document. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
      - 1) "Highlands County, a Political Subdivision of the State of Florida and its Elected Officials, its Agents, Employees, and Volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation.

**SECTION I**

**GENERAL TERMS AND CONDITIONS (Rev 09/2006) CONT'D**

- 2) The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. Highlands County will be given notice prior to cancellation or modification of any stipulated insurance.
  - 2.1) In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date.
  - 2.2) Such notification will be in writing by registered mail, return receipt requested, and addressed to the General Services / Purchasing Director, 4320 George Blvd., Sebring, FL 33875-5803.
- b. It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
  - c. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
- N. If the goods or services being bid are for an annual or a semi-annual contract period then Interlocal Agreements between Highlands County Board of County Commissioners, other State or County agencies, the Cities of Sebring and Avon Park, the Town of Lake Placid, and the Highlands County School Board, allow those entities to purchase goods and services through the County's bids so long as such purchases will not interfere with the timely delivery of goods and services to the County in strict conformity with all specifications of its bids. Each governmental entity will issue its own purchase orders for all purchases made and will be responsible for all payments thereof. Highlands County reserves the right to direct the successful bidder to prioritize its delivery of goods and services to the County ahead of delivery to other governmental entities purchasing under the County's bids.
- O. If submitting a response for more than one bid, each bid must be in a separate envelope and correctly marked.
- P. Each Bid must contain proof of enrollment in E-Verify.
- Q. Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00.

**ADDITIONAL TERMS AND CONDITIONS**

All pages included in or attached by reference to this document shall be called and constitute the submittal as stated on the front page of this document. Vendors who will not be submitting a proposal are requested to notify us and indicate why they are not bidding. Vendors who fail to respond to two or more consecutive announcements may be removed from the County's Vendor bidding list.

END OF SECTION

**SECTION 2 LOCAL PREFERENCE**

BOARD ADOPTED PURCHASING MANUAL 08/13/2002  
**APPROVED 09/23/2008**  
SECTION 2 – POLICIES  
ADDITION OF SUBSECTION 110 “LOCAL PREFERENCE”

110 Local Preference  
110.10 Allowance of a Local Preference.....2.7

110.10 Intent and Purpose

The intent and purpose of the Highlands County Local Preference in Purchasing is to establish a written policy that allows the authorized purchasing authority of the County to give a preference to local businesses.

110.20 Acknowledgements

Any type of procurement done by the [County](#) staff to which the provisions of this subsection are being applied will contain a statement that a local preference will be used in the evaluation and award of that purchase.

110.30 Preference in Bidding

In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures, the authorized purchasing authority of the County will give a preference to local businesses in making such purchases or awarding such contracts, in an amount of five (5) percent of the total purchase price under \$250,000.00; four (4) percent from \$250,000.00 to less than \$1,000,000.00; three (3) percent from \$1,000,000.00 to less than \$2,000,000.00; and two (2) percent for purchases \$2,000,000.00 and over with a maximum cost differential that shall not exceed \$80,000.00. For purposes of this subsection “total purchase price” shall include the base bid and all alternatives or options to the base bid which are being awarded by the authorized purchasing authority of the County.

110.40 Preference in (RFP) Requests for Proposals

In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of not more than five (5) percent of the total score will be assigned for a local preference. Based upon analysis of the market place for each project, staff shall make a determination for inclusion of a local preference in the criteria for consideration for each request for proposal.

110.50 Notice

All procurement documents including but not limited to bid documents and request for proposal documents shall include a notice to vendors of the County’s Local Preference Policy.

110.60 Local Business Definition

For purposes of this subsection, "local business" shall mean a business which:

- (1) Has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotations, competitive bids or request for proposals by the County; and
- (2) Holds any business license required by the County, and/or, if applicable, the Municipalities; and
- (3) Employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

110.65 Certification

Any vendor claiming to be a local business as defined by Section [2.110.60 of this Manual](#), shall deliver a written certification to the County Purchasing Department. The certification shall certify that the business is a “local business” as that term is defined in Section 2.110.60 of this Manual, shall provide all necessary information establishing that fact, and shall be signed under penalties of perjury. It is also the responsibility of any vendor claiming to be a local business, as defined by Section [2.110.60 of this Manual](#), to include a copy of its certification in its bid or proposal. The Purchasing Department shall be required to verify the accuracy of any such certifications when determining whether a vendor meets the definition of a "local business."

## SECTION 2 LOCAL PREFERENCE CONT'D

### 110.70 Exceptions to Local Preference Policy

- (a) The procurement preference set forth in this policy shall not apply to any of the following purchases or contracts:
- (1) Goods or services provided under a cooperative purchasing agreement or interlocal agreement;
  - (2) Contracts for professional services procurement of which is subject to the (CCNA) Consultants' Competitive Negotiation Act or subject to any competitive consultant selection policy or procedure adopted by or utilized by the Board of County Commissioners;
  - (3) Purchases or contracts which are funded, in whole or part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference;
  - (4) Purchases made or contracts let under emergency or noncompetitive situations or for litigation related legal services.
- (b) Application of local preference to a particular purchase, contract, or category of contracts for which the Board of County Commissioners is the awarding authority may be waived upon written justification and recommendation by the County Administrator, Assistant County Administrator or General Services Purchasing Director.
- (c) The local preference established in this policy does not prohibit or lessen the right of the Board of County Commissioners and General Services Purchasing staff to compare quality or fitness for use of supplies, materials, equipment, and services proposed for purchase and to compare qualifications, character, responsibility, and fitness of all persons and entities submitting quotations, bids or proposals.
- (d) The local preference established in this policy does not prohibit the Board of County Commissioners from giving any other preference permitted by law, in addition to the local preference authorized in this policy.

### 110.75 Application and Enforcement of Preference Policy

- (a) The local preference established in this policy shall apply to new quotations, contracts and procurements solicited after the effective date of [this](#) policy.
- (b) This policy shall be implemented in a fashion consistent with otherwise applicable County purchasing policies and procedures.

### 110.80 Promulgation of Rules

- (a) The County Administrator, Assistant County Administrator, or General Services Purchasing Director are hereby authorized to adopt administrative rules supplemental to the provisions of this policy as deemed necessary and appropriate to implement the provisions of this policy.
- (b) The provisions of this policy and the rules adopted by the County Administrator, Assistant County Administrator, or General Services Purchasing Director shall be provided to potential bidders, vendors, and contractors to the widest extent practicable.

END OF SECTION

ITB 13-006            HERBICIDES & FERTILIZERS

**SECTION 3            INSTRUCTION TO BIDDERS**

**EQUIVALENT SUBSTITUTES ARE ACCEPTABLE UNLESS NOTED AT THE DISCRETION OF THE WEED CONTROL SUPERVISOR 863-402-7423. ANY AND/OR ALL SUBSTITUTES MAY BE FIELD TESTED AND APPROVED FOR USE BY THE HIGHLANDS COUNTY AQUATIC PLANT CONTROL DEPARTMENT.**

Bidders are required to deliver herbicides within 14 days of the date shown on the purchase order. Deliveries must be made within the hours of 7:30 P.M. and 3:30 P.M., Monday through Thursday, except holidays.

Pricing SHALL be F.O.B. destination.

Two (2) each of the Labels and Three (3) sets of the Material Safety Data Sheets, must accompany each bid.

All bids must be submitted on the "Official Bid Form".

The bid period shall be for (12) twelve months beginning October 1, 2012 through September 30, 2013.

**IF THE VENDOR'S CONTAINER SIZE IS DIFFERENT FROM THE OFFICIAL BID FORM THEY MUST STATE THE SIZE OF THEIR CONTAINER ON "OFFICIAL BID FORM".**

**PLEASE NOTE THAT THE PRICING IS BY UNIT NOT BY CONTAINER**

**HIGHLANDS COUNTY RESERVES THE RIGHT TO PURCHASE ANY ITEM LISTED ABOVE FROM STATE OR FROM OTHER COUNTY CONTRACTS IF A LOWER PRICE IS AVAILABLE**



ITB 13-006 SECTION 4		HERBICIDES & FERTILIZERS OFFICIAL BID FORM PAGE - 1	SIZE OF CONTAINER BEING BID	PRICE PER UNIT
1	2-4-D DIMETHYLAMINE / Per Gl. 2-4-D DIMETHYLAMINE salt of 2-4-D, 4-pound acid equivalent, bid price per gallon in 2.5 gl. containers. Must be capable of using in winds of 10mph or less. For Aquatic use.			GL
2	REWARD / Bid price per gallon / 1 gallon or 2.5 gl containers.			GL
3	ARSENAL / Per Gallon / 2.5 gallon containers.			GL
4	RODEO / Per Gl. RODEO or equivalent 53.8% Glyphosate, N-(Phosphonomethyl) Glycine, in the form of its Isopropylamine salt. Bid price per gl.. 2.5 gl. containers.			GL
5	SONAR SRP AQUATIC HERBICIDE / Per Pound			LB
6	SONAR QUICK RELEASE ACQUATIC HERBICIDE / Per pound			LB
7	KAMMO / Per Gallon (NO SUBSTITUTES) 2.5 gallon containers			GL
8	ROUNDUP or equivalent of 41% Glyphosate./ Bid price per gallon / 2.5 gl. containers			GL
9	F-239 CLEANER / Per Gallon (55 gallon containers)			GL
10	AQUATHOL SUPER-K GRANULES / Per Pound			GL
11	AQUATHOL SUPER-K / Bid price per gallon / 2.5 gallon containers			LB
12	AQUATHOL SUPER-K / Bid price per 30 gallon drum			GL
13	ACCURACY / Per quart (NO SUBSTITUTES)			QT
14	HABITATE / Bid price per gallon. 2.5 gallon containers.			GL
15	GARLON 3 / Bid price per gallon. 2.5 gallon containers.			GL
16	MONUMENT / Bid price per packet.			PKT
17	SPREADER STICKER / Bid price per gallon.			GL
18	FERTILIZER 10 - 20 - 30 / Bid price per pound			LB
19	FERTILIZER 15 - 0 -15 / Bid price per pound.			LB
20	FERTILIZER 10 - 20 – 20 / Bid price per pound.			LB
21	FERTILIZER 21–0–0 / Bid price per pound.			LB
22	FERTILIZER 15–2–15 with Ronstar / Bid price per pound.			LB
23	ORTHENE Bid price per pound.			LB
24	TRIMEC CLASSIC / Bid price per gallon.			GL
25	M.S.M.A. / Bid price per gallon.			GL
26	TAL STAR / Bid price per pound			LB
27	CLIPPER (active ingredient flumioxazin) price in 5 lb. containers. (NO SUBSTITUTES)			LB
VENDOR NAME:				

**Exceptions / Alternates to Bid:** If needed, list exceptions / alternates on a separate sheet of paper and attach to this Bid Form. \_\_\_\_\_

MINIMUM ORDER \$ \_\_\_\_\_

DAYS AFTER RECEIPT OF PURCHASE ORDER REQUIRED FOR DELIVERY \_\_\_\_\_

In compliance with Florida Statue 287.087 as a "Drug Free Workplace" YES NO CIRCLE ONE  
Include Employment Eligibility Verification form. (E-Verify)

Check if this is a "NO BID" and return by mail or fax to 863-402-6735 on/before 2:00 p.m. August 2, 2012.

Please indicate reason for NO BID: \_\_\_\_\_

BID SUBMITTED BY:

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE SUBMITTED

\_\_\_\_\_  
REPRESENTATIVES (print)

\_\_\_\_\_  
REPRESENTATIVES SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/STATE/ZIP CODE

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
FAX

\_\_\_\_\_  
EMAIL ADDRESS

**THIS "OFFICIAL BID FORM" MUST BE USED TO SUBMIT THE BID.**