LAKE COUNTY
FLORIDA

CONTRACT NO. 11-0801G

For **AGRICULTURAL CHEMICALS (Herbicides, Turf, Ornamentals, Fertilizers)**
Central Florida Purchasing Cooperative (Formerly SICOP)

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the Bid of **Univar USA Inc** (hereinafter "Contractor") to supply Agricultural Chemicals to the County pursuant to County Proposal Number **11-0801** (hereinafter "ITB"), -closing dated August 25, 2010 and Contractor's August 18, 2010 ITB response thereto with all County ITB provisions governing.

Special Clauses:

Public Records
All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

Prohibition against Contingent Fees
The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

This Contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

This Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

The failure of any party hereto at any time to enforce any of the provisions of this Contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Contract.

During the term of this Contract the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

A copy of the Contractor's signed Proposal is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Proof of Insurance to all participating entities (Certificate Holder)

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **February 1, 2011** through **January 31, 2012** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Proposal.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Rosann Johnson
Senior Contracting Officer

Date: January 11, 2011

Distribution: Original-Bid File
Copy-Contractor
Copy-CFC-NIGP

LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

AGRICULTURE CHEMICALS (Herbicides, Turf, Ornamentals, Fertilizers)
Central Florida Purchasing Cooperative (Formerly SICOP)

ITB Number: 11-0801 **Contracting Officer:** Roseann Johnson

Bid Due Date: August 25, 2010 **Pre-Bid Conf. Date:** Not applicable

Bid Due Time: 3:00pm **ITB Issue Date:** July 23, 2010

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable for this ITB
Certificate of Competency/License:	Not applicable for this ITB
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable for this ITB

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ **Phone Number:** _____

E-mail Address: _____ **Contact Person:** _____

Section 1.1: Purpose

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from qualified suppliers for providing aquatic herbicides, turf and ornamental products as well as fertilizers for the use of members of the Central Florida Purchasing Cooperative (formerly SICOP) hereinafter referred to as the "participating entities", which elect to participate.

It is the intent of the Lake County Board of County Commissioners, hereafter referred to as "County" to act as the lead agency on behalf of the "participating entities" for this ITB.

This is an indefinite quantity term contract with no guarantee services will be required. Neither the County nor any participating entity guarantee a minimum or maximum dollar amount (if any) to be expended on any contract(s) resulting from this Invitation to Bid.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the bid due date.

Roseann Johnson, CPM, CPPB, Senior Contracting Officer
Lake County BCC
Procurement Services office
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: rjohnson@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Procurement Services office.

Section 1.3: Method of Award in the County's Best Interests

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more vendor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received.

This request may be awarded to multiple vendors.

Section 1.4: Pre-Bid Conference / Site Visits

Not applicable to this solicitation

Section 1.5: Term of Contract – Twelve (12) Months

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew for Four (4) Additional One (1) Year Period(s) (With Price Adjustment)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: U.S. Department of Labor, Bureau of Labor Statistics (http:///www.bls.gov), appropriate indexes. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment

The vendor(s) shall submit invoices to the County or participating entity after each individual purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County or participating entity at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed ten (10) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County or participating entity in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County or participating entity representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County or participating entity.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County or participating entity, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County or participating entity, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County or participating entity at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: $ _____

Garage Keepers Liability at coverage value: $ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County or participating entity of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County or participating entity, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County or participating entity.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County or participating entity shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Note: The selected vendor(s) shall provide a separate Certificate of Insurance that complies with the requirements stated above to each participating entity citing that entity as a certificate holder.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Deliveries

The vendor shall make deliveries within five (5) calendar days on orders for stock and within forty eight (48) hours on emergency orders. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County or participating entity of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County or participating entity.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County or participating entity has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County or participating entity employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate County or participating entity contact

listed in the Statement of Work to confirm the authorization.

Backordered goods still on backorder thirty (30) calendar days beyond the contract expiration date shall be considered canceled any subsequent deliveries shall be refused.

Section 1.10.1: Shipping Terms

The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION – INSIDE DELIVERY.** The title for each item will pass from the contractor to the County or participating entity only after the County or participating entity receives AND accepts each item. Delivery will not be complete until the County or participating entity has accepted each item. Delivery to a common carrier shall not constitute delivery to the County or participating entity. Any transportation dispute shall be between the contractor and the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

Section 1.10.2: Packing Slip/Delivery Ticket

The vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's or participating entity's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and backorder quantities and estimated delivery of backorders if applicable.

Section 1.10.3: Delivery Times Specified

The awarded vendor(s) shall only be authorized to deliver items per County and each participating entity instructions. Each entity will coordinate with the awarded vendor(s) their delivery instructions after award of contract.

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County or participating entity and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the

County or participating entity under this clause. The County or participating entity will not be responsible to pay for any product or service that does not conform to the contract specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County or participating entity on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County or participating entity in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County or participating entity for any contract or financial obligation.

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the products furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County or participating entity by any other provision of this solicitation.

If any damage results to equipment and/or parts directly caused by a deficiency of any product, the vendor shall pay for the repair to the equipment and/or parts, provided the equipment was used under normal operating conditions and maintained according to the equipment manufacturer's recommendations.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.13 Deliveries and Completion of Solicitation Response

Section 1.13.1: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.
To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS),** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
416 W. MAIN STREET
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Invitation to Bid

Two (2) signed original bids and three (3) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County or participating entity is not liable or responsible for any costs incurred by any Vendor in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County or participating entity and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Vendor to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid 11-0801." Do not indicate bid prices on

literature.

Specific Completion Directions:

- Pricing shall be completed as directed within Section 4.
- ***SUBMIT PRODUCT SPECIFICATION SHEETS WITH YOUR BID.***
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.14: Additional Facilities

Although this solicitation and resultant contract may identify facilities to be serviced, it is hereby agreed and understood that any County department or participating entity facility may be added to this contract with the permission of the County and awarded vendor. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional facility(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

Section 1.15: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.16: Deletion of Facilities

Although this solicitation may identify facilities to be serviced, it is hereby agreed and understood that any County or participating entity may delete service for any facility (ies) when such service is no longer required during the contract period, upon fourteen (14) calendar day's written notice to the vendor.

Section 1.17: "Equal" Product

If a product or service requested by this ITB has been identified in the specifications by a brand name, and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the bid or proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. An alternate product will not be considered for any item notated "No Substitute".

Unless the vendor clearly indicates in its bid or proposal that it is proposing an alternate product, the bid or proposal shall be considered as offering the same brand name referenced in the specifications.

If the vendor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. The evaluation of the bid or proposal and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not included in the bid or proposal. To ensure that sufficient information is available, the vendor shall furnish as part of the bid or proposal all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications.

Section 1.18: Licenses, Permits and Fees

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the County, participating entity or the vendor for failure to obtain required licenses, permits, inspection fees, or inspections shall be borne by the vendor.

Section 1.19: Limited Contract Extension to Maintain Service Levels

It is hereby agreed and understood that this contract may be extended for an additional thirty (30) day transitional period after the stated expiration date of the contract including any contract extensions exercised under the initially established option period terms of the contract. During this transitional period the vendor agrees to continue the same or a reduced level (if such reduction is mutually agreed to and appropriately documented) of service to the County or participating entity at the same prices while the new contract, also in force, is being mobilized. If the vendor is supplying equipment in conjunction with this contract, the vendor agrees to retain the equipment at the designated County or participating entity premise for an additional thirty (30) calendar days after the current expiration of the Contract; at which time the equipment shall be removed from the premises. The vendor shall be allowed to invoice the affected County or participating entity for this additional period on a pro-rated basis.

Section 1.20: Material Safety Data Sheet (MSDS)

It is a vendor responsibility to ensure that the County or participating entity has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County or participating entity with the new information relevant to the specific material.

Section 1.21: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.22: Patents and Royalties

A. The Vendor, without exception, shall indemnify and hold harmless the County or participating entity, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Vendor or is based solely and exclusively upon the County's alteration of the article. The County or participating entity will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, the vendor may, at its option and expense, procure for the County or participating entity the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County or participating entity agrees to return the article on request to the vendor and receive full reimbursement of all monies paid to the vendor). If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.

C. The vendor will defend, at its own expense, any action brought against the County or participating entity to the extent that it is based on a claim that the article supplied by the vendor under the contract infringes a patent, industrial design, or any other similar right, and the vendor will pay any costs and damages finally awarded against the County or participating entity in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

- the vendor will be notified promptly in writing by the County or participating entity of any notice of such claim received by the County, and
- the vendor will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

Section 1.23: Purchase of Other Items Not Listed Within this Solicitation Based on Price Quotes

While the County has listed all major items within this solicitation which are utilized by County or participating entity in conjunction with their operations, there may be ancillary or similar items that must be purchased by the County or participating entity during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the ancillary items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these ancillary items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Section 1.24: Rebates and Special Promotions

All rebates and special promotions offered by a manufacturer during the term of the contract shall be passed on by the vendor(s) to the County or participating entity. It shall be the responsibility of the vendor to notify the County of such rebates and/or special promotions during the contract period.

Special promotions shall be offered by the vendor(s) to the County or participating entity provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

Section 1.25: Shelf Life of Stock

The vendor(s) shall supply the County or participating entity with fresh product only and shall insure that items with a limited shelf life are inspected and certified fresh by the vendor prior to shipment to the County or participating entity.

Section 1.26: Stock Levels

The vendor(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the County or participating entity of prompt delivery. If the delivery terms specified in the solicitation are not fulfilled by the vendor, the County or participating entity reserves the right to cancel the order, purchase the goods elsewhere, and charge the vendor for any re-procurement costs incurred by the County or participating entity. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Section 1.27: Substitution of Items

The awarded vendor shall not change the brand bid without the prior written consent of the County. Items delivered not as specified shall be returned at no expense to the County or any participating entity.

Substitute brands may be considered during the contract period for discontinued brands. The awarded vendor shall not deliver any substitute item as a replacement to an awarded brand

without written consent of the County prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only when necessary. Excessive substitution requests may be cause to cancel the contract.

Section 1.28: Testing of Random Samples

Samples of delivered items may be randomly selected and tested for compliance with the specifications contained within this solicitation and resultant contract. If it is found that the delivered commodities do not conform to these specifications, the county and participating entities shall require replacement within a reasonable length of time. If that extended time frame is not met, the County may then elect to cancel the contract for cause.

Section 1.29: Toxic Substances/Federal "Right To Know" Regulations

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to **each** facility utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.

Additionally, vendor(s) may be requested to provide Material Safety Data Sheets to the County or participating entity during the evaluation period.

Section 1.30: Troubleshooting

The successful vendor shall, when requested, promptly provide, at no cost to the County or participating entity, qualified technical personnel at the job site to assist in solving any problems resulting from the use of the vendor's products.

Section 1:31 Work References (Attachment A)

A contact person shall be someone who has personal knowledge of the vendor's performance for the specific requirements listed. **Do not** list persons who will be unable to answer specific questions regarding the requirements in this ITB.

Section 1:32 Alternate Sizes

In the event the product manufacturer does not supply the exact size as stipulated on the bid sheet, the vendor may offer an alternate size. For example, if a 50 pound bag is not available, the vendor may substitute the product manufacturer's 60 pound bag on the bid sheet. Line out the

unit of measure on the bid sheet and write in the offered size above the strike out. In such case, award may be made on a unit price basis; example, price per pound.

Section 1:33 Recycled Content

Vendors are encouraged to supply with their bid any information available regarding recycled material content in the products and/or the product packaging. The County or participating entity also requests any information regarding any known or potential material content in the products that may be extracted and recycled after the product has served its intended purposes.

Section 1.34: Administrative Reports

Consistent with the administrative needs of the County or participating entity, certain relevant data regarding purchases of goods and/or services under County contracts is to be gathered and maintained. Accordingly, each vendor under this contract is to provide quarterly reports to the County as to the nature of the goods and/or services purchased from them by the County or participating entity during the preceding three months.

The reports shall include the quantity, description and unit price(s) of the goods and/or services.

The reports are to be submitted in writing to:
Lake County Office of Procurement Services
Attention: Roseann Johnson
PO Box 7800
Tavares, Fl 32778-7800

The reports shall be submitted no later than fifteen (15) calendar days after the expiration of the third (3rd) month of each contract period. Failure to submit such reports in a timely manner may be considered a breach of performance and subject to formal proceedings in that regard.

Note: The County will distribute these reports to the participating entities.

Section 1.35: Minimum Wages

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

Section 1.36: Background Screening (Applicable to School Board Deliveries Only)

The vendor represents and warrants to the SCHOOL BOARD that the vendor has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. Vendor covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. Vendor agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees

from any liability in the form of physical injury, death, or property damage resulting from the vendor's failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.

Section 1.37: Exceptions/Additions

It shall be unacceptable for any vendor to make the statement "see specifications" in lieu of listing all exceptions/additions from the preceding specifications. It shall also be unacceptable for any vendor to submit manufacturer's literature in lieu of specifically noting all exceptions/additions from the preceding specifications. All exceptions/additions to our specifications shall be either handwritten or typed on an attached separate sheet and submitted with the initial bid response.

Section 1:38 Product Recall

In submitting this bid, vendor expressly assumes full responsibility for prompt notification on any product recall in accordance with applicable state and federal regulations.

Section 1.39: "Equal" Product Cannot be Considered

The agency products or "no substitute" products listed in this solicitation are the only products that will be accepted under this solicitation because these items are formally approved/authorized by the County.

Section 1.40: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.41: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.42: Soil Analysis

Upon request, participating entities may require the awarded vendor(s) to test a soil sample to determine what product would be best applicable for its needs. The vendor shall provide this at no cost to the participating entities

Section 1.43: Training Courses to be Provided

The vendor shall provide training when required regarding the use of the products supplied by the vendor in conjunction with this solicitation. The vendor shall bear all costs of the required training.

SCOPE OF SERVICES

General:

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from qualified suppliers for providing aquatic herbicides, turf and ornamental products as well as fertilizers for the use of members of the Central Florida Purchasing Cooperative, hereinafter referred to as the "Purchasing Cooperative", which elect to participate. The Purchasing Cooperative's objective is to achieve cost savings by combining requirements into cooperative contracts, realizing savings through volume purchasing, lowering administrative costs and obtaining increased service levels from vendors. It is the intent of the Lake County Board of County Commissioners, hereafter referred to as "County to act as the Lead Agency on behalf of the "Purchasing Cooperative" for this ITB.

This is an indefinite quantity term contract with no guarantee services will be required. Neither the County nor any participating entity guarantee a minimum or maximum dollar amount (if any) to be expended on any contract(s) resulting from this Invitation to Bid.

Note: Due to the current economic times and our next year budget processes presently being conducted, estimated quantities are not listed. Past history of contracts awarded for these products have been approximately $900,000.00 total per year. This is only an estimate with no guarantee; budget constraints may limit purchases overall.

The Purchasing Cooperative consists of public and not for profit agencies in the following counties.

Brevard County
Flagler County
Lake County
Orange County
Osceola County
Marion County
Polk County
Seminole County
Sumter County
Volusia County

Note: A list of participating entities will be provided to vendors upon award of contracts. The awarded vendor(s) MUST notify the County when an entity not listed on the participating entity list wishes to utilize the contract(s).

No bid shall be considered unless all participating entities are contemplated by the vendor. An award will be made by the County and each organization collectively.

The County shall not be held liable for any costs, damages, or fees, incurred by any entity should they enter into a contract derived from this ITB. Each participating Agency of the Purchasing

Cooperative may award individual contracts based upon the award of this ITB. The County has the sole authority to modify the contract.

All sales derived from the award of this request shall be made in accordance with the prices, terms, and conditions of this bid request.

Each participating entity will issue its individual order by phone, fax, entity purchasing card, purchase order or contract throughout the contract period as said needs are determined. Each entity will schedule and expedite its own orders and will be billed separately. Each participating entity will receive, inspect, and test bid goods on an individual basis and when non-conforming shipments occur, each entity will seek their own remedy with the contractor.

The successful vendor shall notify the ordering agency of any discrepancies prior to shipment or prior to providing the services requested in the order. No price changes, freight charges, administrative fees or other alterations of bid prices will be allowed after acceptance of the Cooperative Agency's Purchase Order.

Each participating Agency shall negotiate freight terms for returned commodities and shall be exempt from restocking charges.

Specifics:

All items bid shall be identified by brand name and/or product number, or must read "as specified". Failure to comply may result in disqualification of bid submittal. Price sheets define specific products.

Vendors bidding on generic or equal products shall submit the manufacturers label on the product being bid.

Vendors shall bid on the preferred size or as close to the preferred size as is available. Vendors shall bid the unit price as specified (per pound, gallon, ounce, etc.).

The successful vendor if requested by any participating entity shall promptly provide, at no cost to the participating entities, qualified technical personnel at a job site to assist solving any problems resulting from using the vendor(s) products. This service shall be provided at no cost by the vendor.

Fertilizers shall be a turf and ornamental grade. All fertilizers bid shall have a copy of the mix or batch sheet submitted with the vendor's solicitation response.

Vendors wishing to add additional product(s) not listed in the generic form or as an equal product may attach a separate sheet of paper listing that product(s) and attaching the product label. Use this method ONLY if this is a new product or not listed within the bidding sheets.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.
Bid: Shall refer to any offer(s) submitted in response to this Invitation to Bid.
Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.
Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.
Contractor: The vendor to which award has been made.
County: Shall refer to Lake County, Florida.
Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
Modification: A written change to a contract.
Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.
Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.
Solicitation: The written document requesting either bids or proposals from the marketplace.
Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Invitation to Bid (ITB) that the words "shall", "must", or "will" are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County's sole discretion, the deficient response is not in substantial accord with this ITB's mandatory requirements. The words "should" or "may" are equivalent in this ITB and indicate very desirable conditions or requirements, but are permissive in nature.

3.2 INSTRUCTIONS TO BIDDERS

A. Bidder Qualification
It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes
Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 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 Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information
Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder's facsimile number.
The Office of Procurement Services may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt of all addenda and any accompanying documentation. The bidder is required to submit with its bid a signed "Acknowledgment of Addenda" form when any addenda have been issued. Failure to acknowledge each addendum may prevent the bid from being considered for award

D. Contents of Solicitation and Bidders' Responsibilities
It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the bidder will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions
From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Bids
Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid as specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original bid. No changes to a bid will be accepted after the bid due date.
Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

G. Conflicts within the Solicitation
Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

H. Prompt Payment Terms
It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS
A. The Bid Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

3.4 CANCELLATION OF SOLICITATION
The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.5 AWARD
A. Award may be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
E. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine the responsibility and capacity of the bidder to perform the requirements of this solicitation. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
F. The bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a bidder that submitted a bid under this solicitation.
G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.

3.6 CONTRACT EXTENSION
The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.7 WARRANTY
All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.8 ESTIMATED QUANTITIES
Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.9 NON-EXCLUSIVITY
It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.10 CONTINUATION OF WORK
Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.11 PROTEST OF AWARD
A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

3.12 RULES, REGULATIONS AND LICENSES
The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

3.13 SUBCONTRACTING
Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written

consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.14 ASSIGNMENT
The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

3.15 DELIVERY
Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

3.16 RESPONSIBILITIES AS EMPLOYER
The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.17 INDEMNIFICATION
To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.18 COLLUSION
Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. Related parties shall mean bidder or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

3.19 MODIFICATION OF CONTRACT
Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.20 TERMINATION FOR CONVENIENCE
The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.22 TERMINATION FOR DEFAULT
The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.23 FRAUD AND MISREPRESENTATION
Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.24 RIGHT TO AUDIT
The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

3.25 PROPRIETARY/CONFIDENTIAL INFORMATION
Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.26 CONTRACTING WITH COUNTY EMPLOYEES
Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the

interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.27 INCURRED EXPENSES
This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a bid, or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.28 COUNTY IS TAX-EXEMPT
The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.29 GOVERNING LAWS
The interpretation, effect, and validity of any contract(s) resulting from this ITB shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.30 STATE REGISTRATION REQUIREMENTS
Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).

3.31 PRIME CONTRACTOR
The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this ITB. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.32 FORCE MAJEURE
The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.33 OTHER AGENCIES
With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.34 NO CLAIM FOR DAMAGES
No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.35 TRUTH IN NEGOTIATION CERTIFICATE
For all lump-sum or cost-plus fixed fee agreements exceeding $150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

3.36 GRANT FUNDING
In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

ITB TITLE: AGRICULTURAL CHEMICALS (Herbicides, Turf, Ornamental, Fertilizers)

NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☐ No Addendum was received in connection with this ITB.

PRICING SECTION

AGRICULTURE CHEMICALS
(Herbicides, Turf, Ornamentals, Fertilizers)

ALL PRICES ON THE BID SHEET SHALL BE FIGURED AS STATED IN THE DETAILED SPECIFICATIONS.

1. SHIP TO ADDRESS:
As required on each order

INVOICE TO:
As required on each order

2. Name and telephone of person to contact for emergency service:

Name: JUDY SPARKMAN

Telephone/Cell/Pager/Number: 800-888-4897 352-223-4532

3. Disaster assistance:

Name: _____

Home Telephone/Cell/Beeper Numbers: _____

4. Exceptions/Additions to specifications: Yes*_____ No_____

* If yes, attach sheet detailing same.

5. Will your firm accept an E-Payable form of payment?

Yes ✓ No_____

If E Payable would be acceptable please note a contact person/telephone number to set up payment information.

JUDY SPARKMAN

6. Calendar days required to commence contract: 5 days

7. Are your products packaged and/or shipped in material containing recycled content?

Yes ✓ No ✓

8. Minimum order (If Any) NONE

9. Handling fee if less than minimum order NONE

Note: It shall be unacceptable for any bidder to make the statement Asee specifications≅ in lieu of listing all exceptions/additions from the preceding specifications. It shall also be unacceptable for any bidder to submit manufacturer=s literature in lieu of the above. All exceptions/additions to our specifications shall be either handwritten or typed on an attached separate sheet.

BID SHEET
Agricultural Chemicals

This is an indefinite quantity term contract with no guarantee services will be required. Neither the County nor any participating entity guarantee a minimum or maximum dollar amount (if any) to be expended on any contract(s) resulting from this Invitation to Bid.

Prices shall be quoted per unit price in the packing sizes available. Actual quantities are unknown at this time. For bidding purposes we are estimating this contract value at $900,000.00 annually.

Price sheet is a separate attachment (Attachment 2).

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process
Vendor will accept payment using the County's VISA- based electronic payment system: ☒ Yes ☐ No

Purchasing Agreements with Other Government Agencies
This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☒ Yes ☐ No (Check one)

Certification Regarding Felony Conviction
Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

Conflict of Interest Disclosure Certification
Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): 10-297-1785

General Vendor Information and Proposal Signature:

Firm Name: UNIVAR USA INC
Street Address: 5051-D L.B. McLeod Rd ORLANDO, FL 32811
Mailing Address (if different):
Telephone No.: 407 843 2611 Fax No.: 407-649-8433 E-mail: JUDY.SPARKMAN@UNIVARUSA.COM
FEIN No. 91-1347935 Prompt Payment Terms: ____ % ____ days, net 30
Signature: Judy Sparkman Date: 8/18/10
Print Name: JUDY SPARKMAN Title: SALES SUPPORT Coordinator

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

☐ Sole vendor
☐ Pre-qualified pool vendor (spot bid)
☐ Secondary vendor for items: ____
☐ Pre-qualified pool vendor based on price
☐ Primary vendor for items: ____
☒ Other status: ____

Signature of authorized County official: Roseann Johnson Date: 1-11-11
Printed name: Roseann Johnson Title: Sr. Contracting Officer
Purchase Order Number assigned to this contract for billing purposes: N/A

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References
Attachment 2: Price Sheets

WORK REFERENCES

Agency	Orange Co School Board.
Address	PO Box 4984
City,State,ZIP	Orlando FL 32802
Contact Person	Mike Kunkington.
Telephone	407-317-3700 Ext 5279.
Date(s) of Service	All Year deliveries.
Type of Service	Chemicals.
Comments:	

Agency	Hillsborough County School
Address	PO Box 3408
City,State,ZIP	Tampa FL 33601
Contact Person	Don Johnson
Telephone	813-635-1178
Date(s) of Service	All Year deliveries.
Type of Service	Chemicals.
Comments:	

Agency	Brevard Mosquito Cont
Address	800 Perimeter Road.
City,State,ZIP	Titusville, FL 32760.
Contact Person	Debra Crowe.
Telephone	321-264-5032 Ext 233.
Date(s) of Service	
Type of Service	Chemicals.
Comments:	

AG CHEMICAL BID NO. 11-0801

ITEM #	DESCRIPTION	PRICING	PREFERED SIZE	SIZE BID	PRODUCT NAME BID	UNIT	PRICE PER UNIT
PART# 1 - AQUATIC HERBICIDES							
1	2-4-D AMINE (AQUATIC LABEL) (4lb)		2.5 GAL			GAL	
2	2-4-D AMINE (AQUATIC LABEL) (4lb)		30 GAL			GAL	
3	2-4-D GRANULAR		50 LB BAG			BAG	
4	AQUASHADE		1 GAL			GAL	
5	AQUATHOL GRANULAR SUPER K		10 LB			LB	
6	AQUATHOL GRANULAR SUPER K		25 LB			LB	
7	AQUATHOL LIQUID		2.5 GAL			GAL	
8	ARSENAL POWER LINE		2.5 GAL			GAL	
9	AVAST		1 GAL			GAL	
10	CLEARCAST SEPRO -NO SUBSTITUTE-CASE ONLY	AGENCY	1 CS (2 X 1 GAL)			GAL	
11	CUTRINE PLUS-APPLIED BIOCHEMISTS		1 GAL			GAL	
12	CUTRINE PLUS-APPLIED BIOCHEMISTS		2.5 GAL			GAL	
13	D-LIMONENE 100%		2.5 GAL			GAL	
14	DEFOAMER 10% OR GREATER		1 PT			PT	
15	DEFOAMER 10% OR GREATER # 7727E4		1 QT			QT	5.20
16	DESTINY HC-NO SUBSTITUTE		2.5 GAL			GAL	
17	DLZ-NO SUBSTITUTE		2.5 GAL			GAL	
18	ESCORT		16 OZ			OZ	
19	GALLEON BY SEPRO-NO SUBSTITUTE	AGENCY	QT			QT	
20	GALLEON BY SEPRO-NO SUBSTITUTE	AGENCY	2.5 GAL			GAL	
21	GARLON 3A DOW-AGRO SCIENCES		2.5 GAL			GAL	
22	GARLON 3A DOW-AGRO SCIENCES		30 GAL			GAL	
23	GARLON 4 ULTRA DOW-AGRO SCIENCES		2.5 GAL			GAL	
24	GARLON 4 ULTRA DOW-AGRO SCIENCES		30 GAL			GAL	
25	HABITAT BASF-NO SUBSTITUTE		2.5 GAL			GAL	
26	HABITAT BASF-NO SUBSTITUTE		15 GAL			GAL	
27	HERBIMAX-NO SUBSTITUTE		2.5 GAL			GAL	
28	HYDROTHOL 191 GRANULAR		40 LB			LB	
29	HYDROTHOL 191 LIQUID		2.5 GAL			GAL	
30	HYDROTHOL 191 LIQUID		30 GAL			GAL	
31	INTERLOCK-NO SUBSTITUTE		2.5 GAL			GAL	
32	INVERTING OIL		2.5 GAL			GAL	
33	INVERTING OIL		55 GAL			GAL	
34	IVM & BASAL OIL WITH DYE (SHORT FIL 11.25 GAL)		11.25 GAL			GAL	

AG CHEMICAL BID NO. 11-0801

ITEM #	DESCRIPTION	PRICING	PREFERED SIZE	SIZE BID	PRODUCT NAME BID	UNIT	PRICE PER UNIT
PART# 1 - AQUATIC HERBICIDES (CONTINUED)							
35	KRENITES		2.5 GAL			GAL	
36	LI-700 (AQUATIC ACODOFER)-NO SUBSTITUTE		1 GAL			GAL	
37	LEVEL 7-NO SUBSTITUTE		2.5 GAL			GAL	
38	LIQUID COPPER ALGACIDE CHELATE (MIN 8%)		2.5 GAL			GAL	
39	LIQUID COPPER HERBICIDE (MIN 9%)		2.5 GAL			GAL	
40	LIQUID COPPER HERBICIDE (MIN 9%)		30 GAL			GAL	
41	MILESTONE VM DOW-NO SUBSTITUTE		QT			QT	
42	MILESTONE VM DOW-NO SUBSTITUTE		2.5 GAL			GAL	
43	MAKAZE		2.5 GAL			GAL	
44	MILESTONE VM DOW PLUS-NO SUBSTITUTE		QT			QT	
45	MILESTONE VM DOW PLUS-NO SUBSTITUTE		2.5 GAL			GAL	
46	MSO CONCENTRATE0-NO SUBSTITUTE		2.5 GAL			GAL	
47	PHASE (AQUATIC MSO-0SI 100% ACTIVE)-NO SUBSTITUTE		2.5 GAL			GAL	
48	PLATEAU BASF		1 GAL			GAL	
49	PLATEAU BASF		15 GAL			GAL	
50	POLYMER 1% NON IONIC		2.5 GAL			GAL	
51	POLYMER-30% OR GREATER NON-IONIC (DRIFT)		1 QT			QT	
52	POLYMER-30% OR GREATER NON-IONIC (DRIFT)		1 GAL			GAL	
53	POLYMER-30% OR GREATER NON-IONIC (SINKING)		1 GAL			GAL	
54	PREFERENCE-NO SUBSTITUTE		2.5 GAL			GAL	
55	REFUSE		2.5 GAL			GAL	
56	RENOVATE MAX G	AGENCY	40 LB CONT			LB	
57	REWARD SYGENTA-NO SUBSTITUTE		1 GAL			GAL	
58	REWARD SYGENTA-NO SUBSTITUTE	AGENCY	2.5 GAL			GAL	
59	RENOVATE-NO SUBSTITUTE	AGENCY	2.5 GAL			GAL	
60	RODEO DOW AGRO SCIENCES-NO SUBSTITUTE		2.5 GAL			GAL	
61	RODEO DOW AGRO SCIENCES-NO SUBSTITUTE		30 GAL			GAL	
62	GENERIC AQUATIC GLYPHOSATE		2.5 GAL			GAL	
63	GENERIC AQUATIC GLYPHOSATE		30 GAL			GAL	
64	ROUND UP PRO CONCENTRATE-NO SUBSTITUTE		2.5 GAL			GAL	
65	ROUND UP PRO CONCENTRATE-NO SUBSTITUTE		30 GAL			GAL	
66	ROUND-UP-PRO MONSANTO-NO SUBSTITUTE		2.5 GAL			GAL	
67	ROUND-UP-PRO MONSANTO-NO SUBSTITUTE		30 GAL			GAL	
68	ROUND UP EQUIVALENT 14% SURFACTANT		2.5 GAL			GAL	

AG CHEMICAL BID NO. 11-0801

ITEM #	DESCRIPTION	PRICING	PREFERED SIZE	SIZE BID	PRODUCT NAME BID	UNIT	PRICE PER UNIT
PART# 1 - AQUATIC HERBICIDES (CONTINUED)							
69	ROUND UP EQUIVALENT 14% SURFACTANT		30 GAL			GAL	
70	SAHARA		10 LB BAGS			LB	
71	SCULPLIN G	AGENCY	40 LB CONT			LB	
72	SINKERBALL-NO SUBSTITUTE		2.5 GAL			GAL	
73	SONAR AS SEPRO-NO SUBSTITUTE	AGENCY	1 QT			QT	
74	SONAR AS SEPRO-NO SUBSTITUTE	AGENCY	1 GAL			GAL	
75	SONAR SRP-SEPRO-NO SUBSTITUTE	AGENCY	40 LB			LB	
76	SONAR ONE-SEPRO	AGENCY	20 LB PAIL			LB	
77	SONAR PR SEPRO-NO SUBSTITUTE	AGENCY	30 LB			LB	
78	SONAR Q-NO SUBSTITUTE	AGENCY	30 LB			LB	
79	STINGRAY		QT			QT	
80	SURFACTANT ADJUVANT 80-20		1 GAL			GAL	
81	SURFACTANT ADJUVANT 80-20		2.5 GAL			GAL	
82	SURFACTANT ADJUVANT 90-10		1 GAL			GAL	
83	SURFACTANT ADJUVANT 90-10		2.5 GAL			GAL	
84	SURFACTANT ADJUVANT 99% (OSI) ACTIVE-MUST HAVE AQUATIC LABEL		1 GAL			GAL	
85	SURFACTANT ADJUVANT 99% (OSI) ACTIVE-MUST HAVE AQUATIC LABEL		2.5 GAL			GAL	
86	TACTIC-NO SUBSTITUTE		1 GAL			GAL	
87	TOUCH DOWN PRO -NO SUBSTITUTE		2.5 GAL			GAL	
88	VANQUISH		2.5 GAL			GAL	
89	VANQUISH		30 GAL			GAL	
90	VELPAR ULW		50 LB			LB	
91	VISTA		2.5 GAL			GAL	
92	WATER CONDITIONING AGENT		2.5 GAL			GAL	

AG CHEMICAL BID NO. 11-0801

ITEM #	DESCRIPTION	PRICING	PREFERED SIZE	SIZE BID	PRODUCT NAME BID	UNIT	PRICE PER UNIT
PART# 2 - TURF ORNAMENTAL							
1	2-4-D MCPP DICAMBA		2.5 GAL			GAL	
2	2-4-D AMINE (4 LB)		2.5 GAL			GAL	
3	ACEPHATE PRO 75	9.49	1 LB	1#	Acephate 75	LB	9.49
4	ACEPHATE PRO 75		10 LB			LB	
5	ACEPHATE PRO 97		5 LB BAG			LB	
6	ACTIVATED CHARCOAL		50 LB BAG			LB	
7	ADVION MC DUPONT-NO SUBSTITUTE	48.25	25 LBS	25#	Advion MC	LB	1.93
8	ADVION FIRE ANT BAIT-NO SUBSTTUTE	30.60	2 LB	2#	Advion Fire	LB	15.30
9	ADVION FIRE ANT BAIT-NO SUBSTTUTE	122.40	12 LB	12#	Advion Fire	LB	10.20
10	ALGAEN-X		2.5 GAL			GAL	
11	ALIETTE SIGNATURE		11 LB CONT			LB	
12	ALIETTE SYSTEMIC FUNCICIDE		5.5 LB			LB	
13	AMDRO		1 LB			LB	
14	AMDRO		4.5 LB			LB	
15	AMDRO	191.25	25 LB BAG	25#	Maldropro	LB	7.65
16	ARENA WDG		40 0Z			OZ	
17	ARENA G		30 LB BAG			LB	
18	ANTI FOAM		1 PT			PT	
19	ATRAZINE 4L		2.5 GAL			GAL	
20	ATRAZINE GRANULAR (.76AI)		50 LB BAG			LB	
21	AVID	201.00	1 QT	QT	Avid	QT	201.00
22	AWARD FIRE ANT BAIT	49.05	3 LB BAG	3# Bg	Award	LB	16.35
23	AWARD FIRE ANT BAIT	9.13	25 LB BAG	25# B	Award	LB	9.13
24	BANOL FUNGICIDE		1 GAL			GAL	
25	BANROT		2 LB			LB	
(26)	BARRICADE	147.70	1 GAL	GAL	Barricade	GAL	147.70
27	BARRICADE		30 GAL			GAL	
28	BARRICADE PRE EMERGENT HERBICIDE WP		5 LB			LB	
29	BARRICADE PRE EMERGENT HERBICIDE WP		10 LB			LB	
30	BASAGRAN T & O	95.40	1 GAL	GAL	Basagran	GAL	95.40
31	BASAMID		50 LB BAG			LB	
32	BAYLETON 50W		22 OZ			OZ	
33	BEFENTHRINS 7.9%	35.00	1 GAL	GAL	Magnum	GAL	35.00
(34)	BIFEN XTS	22.15	QT	QT	B. Fen XTS	QT	22.15

AG CHEMICAL BID NO. 11-0801

ITEM #	DESCRIPTION	PRICING	PREFERED SIZE	SIZE BID	PRODUCT NAME BID	UNIT	PRICE PER UNIT
PART# 2 - TURF ORNAMENTAL (CONTINUED)							
35	BIFEN XTS	86.95	1 GAL	GALLON	B.FEN XTS	GAL	86.95
36	BISECT-NO SUBSTITUTE		50 LB BAG			LB	
37	BONZI		QT			QT	
38	BONZI		GAL			GAL	
39	CARBARYL	87.40	2.5 GAL	[illegible]	[illegible]	GAL	[illegible]
40	CELSIUS WG	68.40	10 OZ	BTL	CELSIUS	OZ	6.84
41	CERTAINITY	91.80	1.25 OZ	BTL	CERTAINITY	OZ	73.44
42	CHELATED IRON 5%	19.46	2.5 GAL	[illegible]	FE-X 5%	GAL	7.78
43	CHELATED IRON 6%		2.5 GAL			GAL	
44	CHELATED IRON 10%		2.5 GAL			GAL	
45	CHELATED IRON 12%		2.5 GAL			GAL	
46	CHIPCO 26GT		.5 GAL			GAL	
47	CHIPCO FIRE STAR		2 LB			LB	
48	CHIPCO RONSTAR G		50 LB BAG			LB	
49	CHIPCO TOP CHOICE	162.50	50 LB BAG	BAG	TOPCHOICE	LB	3.25
50	CHLORPYRIFOS .5% BAIT		40 LB BAG			LB	
51	CHLORPYRIFOS 1% BAIT		40 LB BAG			LB	
52	CHLORPYRIFOS 2E		1 GAL			GAL	
53	CHLORPYRIFOS 2E		2 GAL			GAL	
54	CHLORPYRIFOS 2E		2.5 GAL			GAL	
55	CHLORPYRIFOS 4E		1 GAL			GAL	
56	CHLORPYRIFOS 4E		2 GAL			GAL	
57	CHLORPYRIFOS 4E		2.5 GAL			GAL	
58	CLEARY 3336F		2.5 GAL			GAL	
59	CLEARY 3336F WSB	28.59	2 LB	BAG	CLEARY'S	LB	14.875
60	CLEARY 3336 PLUS		2.5 GAL			GAL	
61	CUTLESS		2 LB			LB	
62	CUTLESS WP		2 LB			LB	
63	CUTLESS G		21 LB			LB	
64	GENERIC TM 4.5 OR EQUAL	234.60	2.5 GAL	JUG	TM 4.5	GAL	93.84
65	CONSTAN TRIPLE 20 FUNICIDE		1 QT			QT	
66	DACONIL ULTREX		5 LB			LB	
67	DACONIL WEATHERSTIK		2.5 GAL			GAL	
68	DACONIL ZN		2.5 GAL			GAL	

AG CHEMICAL BID NO. 11-0801

ITEM #	DESCRIPTION	PRICING	PREFERED SIZE	SIZE BID	PRODUCT NAME BID	UNIT	PRICE PER UNIT
PART# 2 - TURF ORNAMENTAL (CONTINUED)							
69	DELTA GUARD		1 QT			QT	—
70	DEMAND CS	35.25	8 OZ	BTL	Demand CS	OZ	4.15
71	DIAZONON 500		2.5 GAL			GAL	—
72	DIMENSION ULTA WSP	137.00	5 OZ	BAG	DIMENSION	OZ	26.80
73	DIMENSION 2EW	606.00	2.5 GAL	JUG	DIMENSION	GAL	242.40
74	DIOXY SOLVE		2.5 GAL			GAL	—
75	DIPEL	10.20	1 LB	BAG	DIPEL	LB	10.20
76	DISARM		5 OZ			OZ	—
77	DISMISS	59.60	6 OZ	BTL	DISMISS	OZ	9.93
78	DISMISS	559.30	64 OZ	JUG	DISMISS	OZ	8.74
79	DISMISS SOUTH		PT			PT	—
80	DISTANCE	211.25	1 QT	BTL	DISTANCE	QT	211.25
81	DITHANE 75 DF RAIN SHIELD		12 LB BAG			LB	—
82	DOMINION	147.50	2.5 GAL	JUG	DOMINION	GAL	58.60
83	DRAGNET	62.56	1.25 GAL	JUG	DRAGNET	GAL	50.05
84	DRIVE	84.15	1 LB	BTL	DRIVE 75	LB	84.15
85	DRIVE XLR8		.5 GAL			GAL	—
86	DURSBAN 2.3 % GRANULES		50 LB BAG			LB	—
87	DURSBAN 2.5 % GRANULES		50 LB BAG			LB	—
88	DURSBAN GRANULAR .97G		40 LB BAG			LB	—
89	DURSBAN 2E FORM		1 GAL			GAL	—
90	DYLOX-GRUBS	30.30	30 LB BAG	BAG	DYLOX	LB	1.01
91	DYLOX MOLE CRICKET BAIT		40 LB BAG			LB	—
92	EAGLE		1 GAL			GAL	—
93	EAGLE 20 EW		PT			PT	—
94	EAGLE 20 EW		1 GAL			GAL	—
95	ECHELON		1 GAL			GAL	—
96	FERRTMEC AS 15-0-0-FE		2.5 GAL			GAL	—
97	FINALE NON-SELECTIVE HERBICIDE	188.27	2.5 GAL	JUG	FINALE	GAL	75.31
98	FORE FUNGICIDE 80WP RAINSHIELD		6 LB			LB	—
99	FREEHAND		1.75 GAL			GAL	—
100	FREEHAND		50 LB BAG			LB	—
101	FUSILADE	14.30	1 QT	BTL	FUSILADE	QT	1.04 30
102	GALLERY PRE EMERGENT HERBICIDE WP		1 LB			LB	—

AG CHEMICAL BID NO. 11-0801

ITEM #	DESCRIPTION	PRICING	PREFERED SIZE	SIZE BID	PRODUCT NAME BID	UNIT	PRICE PER UNIT
PART# 2 - TURF ORNAMENTAL (CONTINUED)							
103	GLYPHOSATE 41% WITH SURFACTANT	30.50	2.5 GAL	JUG	[illegible]	GAL	12.20
104	GLYPHOSATE 41% WITH SURFACTANT	340.50	30 GAL	DRUM	[illegible]	GAL	11.36
105	GLYPHOSATE 41% WITHOUT SURFACTANT		2.5 GAL			GAL	—
106	GLYPHOSATE 41% WITHOUT SURFACTANT		30 GAL			GAL	—
107	HERITIGE	309.00	1 LB	BTL	[illegible]	LB	309.00
108	HERITAGE G		30 LB			LB	—
109	HERITIGE TL		1 GAL			GAL	—
110	INSIGNA		2.4 LB			LB	—
111	ILLOXAN 3EC		1 GAL			GAL	—
112	IMAGE SELECTIVE HERBICIDE	83.00	11.43 OZ	BTL	[illegible]	OZ	7.26
113	IMIDICOPRID	40.85	240 ML PT	BTL	[illegible]	PT	40.85
114	IMIDICOPRID		1 GAL			GAL	—
115	IMIDICOPRID WP		2 OZ			OZ	—
116	IMIDICOPRID WP		1.6 OZ PKG			OZ	—
117	INSECT ATTRACTANT		1 GAL			GAL	—
118	KNOCKOUT		2.5 GAL			GAL	—
119	LIQUID ACTIVATED CHARCOAL		2.5 GAL			GAL	—
120	MALATHION 57%		2.5 GAL			GAL	—
121	MANCOZEB		121 LB			LB	—
122	MANCOZEB		2.5 GAL			GAL	—
123	MANOR		2 OZ			OZ	—
124	MAVRIK		1 QT			QT	—
125	MEDALLION T & O		1 LB			LB	—
126	MERIDIAN.33G		40 LB BAG			LB	—
127	MERIDIAN 25WG		17 0Z			OZ	—
128	MERIT 5G	43.20	30 LB	BAG	MERIT 5G	LB	1.44
129	MERIT 75 WP		2 OU			OZ	—
(130)	MONUMENT	240.00	25 GRAM PKG	Box	Monument	GRAM	9.60
131	M-PEDE		2.5 GAL			GAL	—
132	MSMA 6.0-*NOTE: MINIMAL SUPPLY TO DEC 2010*		2.5 GAL			GAL	—
133	MSMA 6.6-*NOTE: MINIMAL SUPPLY TO DEC 2010*		2.5 GAL			GAL	—
134	OCTANE	50.00	8 OZ	BTL	Octane	OZ	6.25
135	ONYX	97.30	QT	BTL	ONYX	QT	97.30
136	ORTHENE TT & O 97%	13.76	.773 LB	CAN	ORTHENE	LB	13.76

AG CHEMICAL BID NO. 11-0801

ITEM #	DESCRIPTION	PRICING	PREFERED SIZE	SIZE BID	PRODUCT NAME BID	UNIT	PRICE PER UNIT
PART# 2 - TURF ORNAMENTAL (CONTINUED)							
137	ORTHENE TT & O 97%	84.65	7.73 LB	BAG	orthene	LB	11.59
138	ORYZALIN		50 LB			LB	
139	PENDULUM AQUACAP	158.40	2.5 GAL	JUG	Pendulum Aqua	GAL	63.36
140	PENDULUM 3.3 EC	84.84	2.5 GAL	JUG	Pendulum	GAL	33.94
141	PENDULUM WDG		10 LB			LB	
142	PENNANT MAGNUM	190.00	1 GAL	GAL	Pennant	GAL	190.00
143	PENTATHALON	61.50	2.5 GAL	JUG	Pentathlon	GAL	24.60
144	PHACID-NO SUBSTITUTE		2.5 GAL			GAL	
145	PLATEAU (ECO PACK)		2 X 1.44 OZ			OZ	
146	PRAMITOL 25E	75.18	2.5 GAL	JUG	PRAMITOL	GAL	30.07
147	PRIMER WETTING AGENT		55 GAL			GAL	
148	PRIMO MAX		1 GAL			GAL	
149	PRIMO MAX LINK PAK	275.00	10 GAL	DRUM	PRIMO LINK	GAL	27.50
150	PRO V PROVAUNT		10 OZ			OZ	
151	PRODIGY		1 LB			LB	
152	Q-4-NO SUBSTITUTE		2.5 GAL			GAL	
153	QUICK SILVER	121.00	8 OZ	BTL	Quick Silver	OZ	15.125
154	REVOLVER	AGENCY	87 OZ	BTL	Revolver	OZ	1.23
155	REWARD SYGENTA-NO SUBSTITUTE	106.90	1 GAL	GAL	Reward	GAL	106.90
156	REWARD SYGENTA-NO SUBSTITUTE		2.5 GAL			GAL	
157	ROUND UP PRO MAX-NO SUBSTITUTE	69.10	1.67 GAL	JUG	Roundup ReadyMax	GAL	41.37
158	ROUND UP PRO MAX DRY-NO SUBSTITUTE		23.25 LB BOX			LB	
159	ROUND UP QUICK PRO-NO SUBSTITUTE	72.44	6.8 LB	JUG	RoundupQuick	LB	10.72
160	ROUND UP PRO CONCENTRATE (5 LB)-NO SUBSTITUTE		2.5 GAL			GAL	
161	ROUND UP PRO CONCENTRATE (5 LB)-NO SUBSTITUTE		30 GAL			GAL	
162	RUBIGAN		1/2 GAL			GAL	
163	RUBIGAN		1 GAL			GAL	
164	SAFARI SG	311.88	3 LB	BAG	Safari	LB	103.96
165	SCIMITAR GC		1 QT			QT	
166	SCYTHE HERBICIDE		2.5 GAL			GAL	
167	SEDGEHAMMER		10X30X.9 GRAM			GRAM	
168	SEDGEHAMMER	85.68	10X10X1.3 OZ	BOX	Sedgehammer	OZ	85.68
169	SEDUCTION		2.5 GAL			GAL	
170	SENCOR 75DF		5 LB CONT			LB	

AG CHEMICAL BID NO. 11-0801

ITEM #	DESCRIPTION	PRICING	PREFERED SIZE	SIZE BID	PRODUCT NAME BID	UNIT	PRICE PER UNIT
PART# 2 - TURF ORNAMENTAL (CONTINUED)							
171	SEVIN LIQUID		1 GAL			GAL	
172	SEVIN LIQUID	88.88	2.5 GAL	1/G	SEVIN 4L	GAL	35.55
173	SILNET 200		1 GAL			GAL	
174	SIMAZINE TG	55.93	2.5 GAL	1/Gal.	SIMAZINE 4L	GAL	22.37
175	SNAPSHOT TG		23 LB			LB	
176	SNAPSHOT TG		50 LB			LB	
177	SOLITARE-NO SUBSTITUTE		1 LB			LB	
178	SOLITARE-NO SUBSTITUTE		1 GAL			GAL	
179	SPEEDZONE-NO SUBSTITUTE SOUTHERN	52.50	1 GAL	GAL	SPEEDZONE SO.	GAL	52.50
180	SPEEDZONE-NO SUBSTITUTE BROADLEAF	141.15	2.5 GAL	1/G	SPEEDZONE BRD.	GAL	64.46
181	SPEEDZONE SOUTHERN-NO SUBSTITUTE	128.38	2.5 GAL	1/G	SPEEDZONE SO.	GAL	51.35
182	SPRAY INDICATOR DYE-BLUE-HIGH CONCENTRATE	15.00	1 QT	QT	TURFMARK BL	QT	15.50
183	SPRAY INDICATOR DYE-BLUE		1 GAL			GAL	
184	SPRAY INDICATOR DYE-BLUE	71.80	2.5 GAL	1/G	TURFMARK BL	GAL	28.74
185	SPRAY INDICATOR DYE-BLUE HIGH CONCENTRATE		1 GAL			GAL	
186	SPRAY INDICATOR DYE-GREEN		1 GAL			GAL	
187	STRIKE 3-NO SUBSTITUTE		2.5 GAL			GAL	
188	SUBDUE MAX (SYSTEMIC FUNGICIDE)	468.25	1 GAL	GAL	METALAXYL	GAL	468.25
189	SUN SPRAY		2.5 GAL			GAL	
190	SURFACTANT ADJUVANT 99% ACTIVE		1 GAL			GAL	
191	SURFACTANT ADJUVANT 99% ACTIVE		2.5 GAL			GAL	
192	SURFLAN (T & O)		2.5 GAL			GAL	
193	SUREGUARD-NO SUBSTITUTE		1 LB			LB	
194	SUREGUARD-NO SUBSTITUTE		5 LB			LB	
195	TALSTAR PRO-NO SUBSTITUTE	44.70	1 GAL	GAL	TALSTAR PRO	GAL	44.70
196	TALSTAR EZ-NO SUBSTITUTE	20.00	25 LB	BAG	TALSTAR EZ	LB	.80
197	TALSTAR GC-NO SUBSTITUTE		50 LB			LB	
198	TALSTAR PL-NO SUBSTITUTE	18.75	25 LB	BAG	TALSTAR PL	LB	.75
199	TERRACLOR		5 LB			LB	
200	TRANS XIT		3 OZ			OZ	
201	TRANS XIT		15 OZ			OZ	
202	TRISTAR 30 SG		8 OZ			OZ	
203	VELPAR L		2.5 GAL			GAL	
204	WATER CONDITIONING ACIDIFYING AGENT		1 GAL			GAL	

AG CHEMICAL BID NO. 11-0801

ITEM #	DESCRIPTION	PRICING	PREFERED SIZE	SIZE BID	PRODUCT NAME BID	UNIT	PRICE PER UNIT
PART# 2 - TURF ORNAMENTAL (CONTINUED)							
205	WATER CONDITIONING ACIDIFYING AGENT		2.5 GAL			GAL	
206	WEATHERSHIELD		2.5 GAL			GAL	
207	ZEBA -NO SUBSTITUTE		25 LB PAIL			LB	
208	ZEROTOL		2.5 GAL			GAL	
209	ZYBAN		3 LB			LB	

AG CHEMICAL BID NO. 11-0801

ITEM #	DESCRIPTION	PRICING	PREFERED SIZE	SIZE BID	PRODUCT NAME BID	UNIT	PRICE PER UNIT
PART# 3 - FERTILIZERS							
	VENDORS PLEASE SUBMIT PRICING UP TO FIFTEEN (15) OF YOUR						
	FLOOR PRODUCTS						