

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

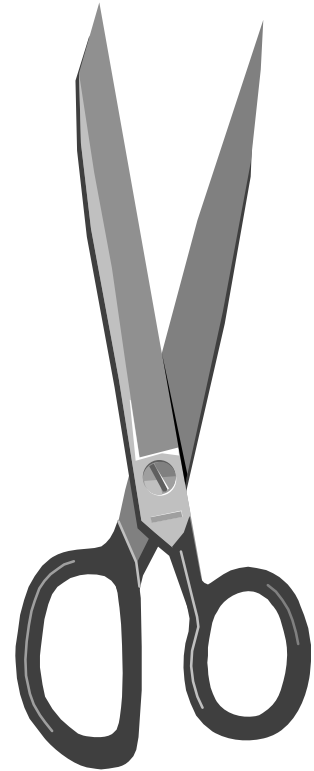
SEALED BID NO.: **078-0481-B (MW)**

BID TITLE: **Herbicides - Insecticides & Other
Chemical Products (CO-OP)**

DUE DATE/TIME: **November 4, 2008 @ 3:00 p.m.**

SUBMIT BY: _____
(Name of Company)



DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase, from which you obtained this bid.

Before submitting your bid/proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756		<h1 style="text-align: center;">INVITATION TO BID</h1>
ISSUE DATE: September 26, 2008	BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED	
TITLE: Herbicides - Insecticides & Other Chemical Products (CO-OP)	BID NUMBER: 078-0481-B (MW)	
SUBMITTAL DUE: November 4, 2008 @ 3:00 P.M. <i>AND MAY NOT BE WITHDRAWN FOR 90 DAYS FROM DATE LISTED ABOVE.</i>	PRE-BID DATE & LOCATION: NOT APPLICABLE	
DEADLINE FOR WRITTEN QUESTIONS: October 17, 2008 BY 3:00 P.M. SUBMIT QUESTIONS TO: MICHAEL WILSON, CPPB AT mwwilson@pinellascounty.org Phone: 727-464-3154 Fax: 727-464-3925		
COMMISSIONERS ROBERT B. STEWART - CHAIRMAN CALVIN D. HARRIS - VICE CHAIRMAN RONNIE DUNCAN SUSAN LATVALA JOHN MORRONI KAREN WILLIAMS SEEL KENNETH T. WELCH	THE MISSION OF PINELLAS COUNTY Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.	 JOSEPH LAURO CPPO/CPPB Director of Purchasing

NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE

BIDDER MUST COMPLETE THE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS.

PAYMENT TERMS: ____% ____DAYS, NET ____ *BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ _____

BIDDER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____

COMPANY EMAIL ADDRESS: _____ **PHN:** () _____ **FAX:** () _____

***REMIT TO NAME:** _____ **CONTACT NAME:** _____
 (As Shown On Company Invoice)

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

PRINT NAME: _____

EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS BID & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

FORMS CHECKLIST	
COPY OF COMPANY INVOICE	
W-9 (TAXPAYER ID)	

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

SEE PAGES 18 THROUGH 24 OF SECTION F FOR BID PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION A - GENERAL CONDITIONS

1. PREPARATION OF BID:

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) Bidders will not include federal taxes nor State of Florida sales, excise, and use taxes in bid prices, as the County is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the vendor.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. SUBMISSION OF BID:

- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- (c) Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice provided such notice is received prior to the time and date set for the bid submittal.

4. REJECTION OF BID:

- (a) The County may reject a bid if:
 1. The bidder misstates or conceals any material fact in the bid.
 2. The bid does not strictly conform to the law or requirements of bid.
 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The County may, however, reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the bid has been qualified as provided in 4(a) 3. The County may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BID:

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

SECTION A - GENERAL CONDITIONS - CONTINUED

6. **LATE BID OR MODIFICATIONS:**

- (a) Bid and modifications received after the time set for the bid submittal will not be considered. **In addition, late bids will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the bidding process.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

7. **PUBLIC REVIEW AT BID OPENING:**

Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.07(3)(m), all bids submitted shall be subject to review as public records after 10 days from opening, or earlier if an intended decision is reached before the ten-day period expires.

8. **BID TABULATION INQUIRIES:**

Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 10 days to comply with Florida House Bill 1369-03-er amending Florida Statute 119.071.

9. **AWARD OF CONTRACT:**

- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to one vendor by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.

10. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR:**

Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

11. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

12. **PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

SECTION A - GENERAL CONDITIONS - CONTINUED

13. **COLLUSION:**
The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
14. **CONTRACTOR LICENSE REQUIREMENT:**
All contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.
15. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:**
If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Material Safety Data Sheet at the time of each delivery.
16. **RIGHT TO AUDIT:**
Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three (3) years from the date of final payment.
17. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":**
The contractor is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful bidder comply with it in all respects prior to and during the term of this contract.
18. **MULTIPLE COPIES:**
Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.
19. **COUNTY INDEMNIFICATION:**
- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
 - b) The successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.
20. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**
All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.
21. **ADA REQUIREMENT FOR PUBLIC NOTICES:**
Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

SECTION A - GENERAL CONDITIONS - CONTINUED

22. **"OR EQUAL" DETERMINATION:**
Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.
23. **CERTIFICATE OF INSURANCE:**
The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.
24. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**
Pinellas County wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5000 or less, or recommending a purchase in excess of \$5000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

25. **ASBESTOS MATERIALS:**
The contractor shall perform all work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful bidder. The contractor must keep this copy on site at all times during the actual demolition.

SECTION A - GENERAL CONDITIONS - CONTINUED

26. **PAYMENT/INVOICES:**
The bidder must specify on the Bid Summary form exactly the company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.
27. **CANCELLATION:**
- (a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
 - (b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
 - (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
 - (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to cancel and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
28. **BIDDER CAPABILITY/REFERENCES:**
Prior to contract award, any bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D)
29. **DELIVERY/CLAIMS:**
Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items
30. **MATERIAL QUALITY:**
All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.
31. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**
No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in the ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.
32. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**
The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.

SECTION A - GENERAL CONDITIONS - CONTINUED

33. **EXCEPTIONS:**
Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
34. **NON-EXCLUSIVE CONTRACT:**
Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
35. **LOBBYING:**
Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.
36. **ADDITIONAL REQUIREMENTS:**
The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.
37. **ADD/DELETE LOCATIONS SERVICES:**
The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

SECTION A - GENERAL CONDITIONS - CONTINUED

38. PROTEST PROCEDURE:

As per Section 2-162 of County Code

1.

- (a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing.
- (b) *Posting.* The purchasing department shall post the formal award on the departmental website. The formal award shall be publicly posted on the purchasing department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.
- (c) *Requirements to Protest.*
 - (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
 - (2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
 - (3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.
 - (d) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.
 - (e) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.
 - (f) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.
 - (g) *Review of Purchasing Director's decision.*
 - (1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.
 - (2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the County Administrator shall immediately cancel or revise the solicitation or award as deemed appropriate.
 - (3) If it is determined that the solicitation or award should be upheld, the county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.
 - (4) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION A - GENERAL CONDITIONS - CONTINUED**39. INTEGRITY OF BID DOCUMENTS**

Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid.** Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

40. PUBLIC EMERGENCIES:

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

SECTION B - SPECIAL CONDITIONS

BID TITLE: Herbicides - Insecticides & Other Chemical Products (CO-OP)
BID NUMBER: 078-0481-B (MW)

1. **INTENT - COOPERATIVE BID:**

This is a cooperative bid for the purpose of establishing a contract for Herbicides - Insecticides & Other Chemical Products to order on an as needed basis by, but not limited to, the following participants:

City of Dunedin
 City of Clearwater
 City of Indian Rocks Beach
 City of Oldsmar
 City of St. Petersburg
 Pinellas County Board of County Commissioners

Award shall be consistent among all of the above participants but each entity shall make their own award. Award of this bid shall be item by item, group by group or in the aggregate to the lowest responsible bidder(s) meeting specifications.

2. **QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.
3. **PRICING/PERIOD OF CONTRACT:** Unit prices bid of listed items shall be held firm for the duration of the contract. Duration of the contract shall be for a period of twenty-four (24) months from the date of contract award and any extension thereof. **Price adjustments may be requested every four months during the duration of the contract.** Price increases are not to exceed the average of the Producers Price Index (PPI) PCU3253 Pesticide, Fertilizer, and Other Agricultural Chemical Manufacturer. It is the vendor's responsibility to request any pricing adjustment under this provision in writing to the Purchasing Department.
4. **OPTION OF RENEWAL:** The contract may be renewed subject to written notice of agreement from the County and successful bidders, for two additional twelve (12) month periods beyond the primary contract period. This option shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator, or Director of Purchasing.
5. **INVOICING:** Purchases will be authorized by the County Departments via a Contract Release issued against the Blanket Purchase Agreement Purchase Order that will be established for this contract after award. The Contract Releases shall be considered authorization to coordinate and deliver the materials.

Invoices shall be forwarded to the County at the address specified on each Contract Release.
 Invoices shall reference the Contract Release number and work location.
 Invoices shall identify the individual bid items, quantities and pricing.
 Unspecified materials shall be invoiced separately on all invoices.
 Each cooperative member is responsible for their own purchase orders, invoice procedures etc.

6. **GENERIC AND "OR EQUALS":** The County is interested in awarding as many name brand items as possible in Groups One (1) through Seven (7). In addition we are also interested in generic equivalents / "or equals" for the products listed. Please enter any generics and "or equals" offered in Group Eight (8).s portion of the contract.
7. **UNSPECIFIED MATERIALS**
- This paragraph provides a source of funding to address the need for materials not listed elsewhere in this document. Materials required not listed in the bid will be negotiated with the Vendor and requires prior approval from the County Representative. There is no guarantee that these funds will be required.
8. **ANNUAL REPORT:**

Successful vendor(s) shall provide the County with an annual report of usage of this contract, detailed by line item and quantities for all agencies (cooperative members) utilizing this contract.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

Not Applicable

SECTION D - VENDOR REFERENCES

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR BID MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

COMPANY EMAIL ADDRESS: _____

2. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

COMPANY EMAIL ADDRESS: _____

3. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

COMPANY EMAIL ADDRESS: _____

4. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

COMPANY EMAIL ADDRESS: _____

SECTION E - SPECIFICATIONS

BID TITLE: Herbicides - Insecticides & Other Chemical Products (CO-OP)
BID NUMBER: 078-0481-B (MW)

I. DESCRIPTION OF WORK

Pinellas County seeks to establish a contract for herbicides, insecticides and other chemical products. Products will include groups of herbicides, adjuvants (spreaders, wetting agents), insecticides, fungicides and rodenticides, as further defined in these specifications. Generic equivalents and "or equals" to products listed in Groups One (1) through Six (6) are to be listed in Group Seven (7).

II. BID ITEMS

- A. This bid is divided into seven (7) Groups.
- B. For Groups One (1) through Six (6): pricing is requested for the exact products listed. Additionally if a generic / "or equal" is also available for the items listed in Groups One (1) through Six (6) those items should be listed in Group Seven (7).
- C. **Note: Please pay special attention to the unit of measure (not the preferred package size) for each product as provided in the Bid Summary. Bid amounts should be based upon "unit of measure".**

III. OTHER REQUIREMENTS

- A. Bidders participating in this bid shall be documented manufacturer distributors of the products within these specifications. Bidders shall provide documentation to this affect within seven (7) days if requested by the County.
- B. Delivery should be made within fourteen (14) days after receipt of order.
- C. All purchases shall include a MSDS (Material Safety Data Sheet) with product delivery.

County and CO-OP Estimates

Item	Description	Unit of Measure	County Estimate -. 24-Months	CO-OP Estimate - 24 Months	Total 24 Month Estimate
	GROUP ONE: HERBICIDES				
1	Chelated liquid iron	2.5 gallon container	4	20	24
2	Drive 75DF wettable dry granules (BASF)	1 pound bag	10	40	50
3	Element 4 (Dow Agro) (Garlon 4 generic)	2.5 gallon container	120	80	200
4	Finale (Bayer)	2.5 gallon container	10	85	95
5	Fusilade II, T&O (turf & ornamental) (Syngenta)	1 quart container	10	20	30
6	Garlon 3A (DowAgro)	2.5 gallon container	20	10	30
7	Garlon 4 ULTRA (DowAgro)	2.5 gallon container	180	20	200
8	Helosate (Helm Agro) (Roundup generic)	2.5 gallon container	200	60	260
9	Helosate (Helm Agro) (Roundup generic)	30 gallon drum	16	4	20
10	Illoxan 3 EC (Bayer)	1 gallon container	10	20	30
11	Image 70 DG (BASF)	11.43 oz. bottle	10	20	30

SECTION E – SPECIFICATIONS -CONTINUED

County and CO-OP Estimates – Group One continued

Item	Description	Unit of Measure	County Estimate - 24-Months	CO-OP Estimate - 24 Months	Total 24 Month Estimate
12	Kerb 50WP (DowAgro)	3 pound bag	10	120	130
13	Milestone VM (DowAgro)	2.5 gallon container	20	20	40
14	MSMA (aka MSMS) (Helena)	2.5 gallon container	10	40	50
15	Octane 2% SC (Sepro)	Case of (12) 8 oz. containers / case	10	8	18
16	Plateau (BASF) (agency pricing)	1 gallon container	20	40	60
17	Ronstar G (Bayer)	50 pound bag	50	12	62
18	Round-up 41% active ingredient (Monsanto)	30 gallon container	6	6	12
19	Round-up Pro (Monsanto)	1 gallon container	20	300	320
20	Round-up Pro (Monsanto)	Case of (2) - 2.5 gallons containers	75	40	115
21	Round-up Pro (Monsanto)	30 gallon container	10	6	16
22	Sedgehammer (Gowan)	Case of (10) 1.3 oz. containers	5	16	21
23	Sencor 75 T&O (Turf & Ornamental) (Bayer)	5 pound bag	5	25	30
24	Snapshot, pre-emergent (DowAgro)	50 pound bag	5	10	15
25	Surflan AS (DowAgro)	2.5 gallon container	5	16	21
26	Tahoe 3A (Nufarm)	Case of (2) 2.5 gallon containers	5	20	25
27	Trimec Classic (Gordon)	2.5 gallon container	5	48	53
28	Trimec Plus (Gordon)	2.5 gallon container	5	24	29
29	Trimec Southern (Gordon)	2.5 gallon container	5	48	53
	END OF GROUP ONE				
	GROUP TWO: AQUATIC HERBICIDES				
30	Aquastar (Rodeo generic) (Albaugh)	2.5 gallon container	60	20	80
31	Aquastar (Rodeo generic) (Albaugh)	30 gallon drum	80	6	86
32	Aquathol Granular Super K (Ceraxagro) (agency pricing)	25 lb pail	400	20	420
33	Aquathol K (Ceraxagro) (agency pricing)	2.5 gallon container	320	20	340
34	Reward (Syngenta)	1 gallon container	150	25	175

SECTION E – SPECIFICATIONS -CONTINUED

County and CO-OP Estimates – Group Two continued

Item	Description	Unit of Measure	County Estimate -. 24-Months	CO-OP Estimate – 24 Months	Total 24 Month Estimate
35	Reward (Syngenta)	2.5 gallon container	80	30	110
36	Rodeo (DowAgro)	2.5 gallon container	24	8	32
37	Rodeo (DowAgro)	30 gallon container	100	6	106
38	Sonar AS (Sepro)	1 quart	20	10	30
39	Sonar PR (Precision Release) (Sepro) (agency pricing)	30 pound bag	28	20	48
40	Clearcast (BASF)	1 gallon	10	10	20
	END OF GROUP TWO				
	GROUP THREE: ADJUVANTS (Spreaders – Wetting Agents)				
Item	Description	Unit of Measure	County Estimate -. 24-Months	CO-OP Estimate – 24 Months	Total 24 Month Estimate
41	Basal oil	15 gallon container	8	8	16
42	Basal oil	2.5 gallon container	20	8	28
43	Big Wet (Brewer)	55 gallon drum	2	2	4
44	Blue Colorant	1 gallon container	20	40	60
45	Blue Water Base Spray Indicator	2.5 gallon container	20	32	38
46	Charcoal, activated	50 pound bag	4	4	8
47	Defoamer	1 quart container	6	6	12
48	Defoamer	2.5 gallon container	6	16	22
49	Drift Control 1% polymer	1 gallon container	5	10	15
50	Drift Control, Poly Control II	1 quart container	40	20	60
51	Foamer	2.5 gallon container	2	16	18
52	Inlet or Activate spreader/ sticker (Helena)	2.5 gallon container	160	20	180
53	IVOD Invert Oil (Brewer)	55 gallon drum	90	4	94
54	JLB Improved Plus Basal Oil (Brewer)	2.5 gallon container	380	40	420
55	Silicone Base Spreader, 99% Active Ingr.	2.5 gallon container	4	16	20
56	Spray Indicator Dye, Promate (Helena)	1 gallon container	10	20	30
57	Spreader/Sticker, (Ortho)	2.5 gallon container	20	20	40
58	Sta-Put Drift Control, 1% Polymer	2.5 gallon container	10	2	12
59	Submerge or Sinker (Bayer)	1 gallon container	12	12	24
	END OF GROUP THREE				

SECTION E – SPECIFICATIONS -CONTINUED

County and CO-OP Estimates - continued

Item	Description	Unit of Measure	County Estimate -. 24-Months	CO-OP Estimate – 24 Months	Total 24 Month Estimate
	GROUP FOUR: INSECTICIDES				
60	Advion Fire Ant Bait (DuPont)	12 pound bag	6	34	40
61	Advion Cockroach Bait Arena (DuPont)	Bag (contains 60 bait stations)	10	10	20
62	Advion Cockroach Gel Bait (DuPont)	Box of 4 Cartridges	10	10	20
63	Advion Cockroach Gel Bait (DuPont)	Case (contains 5 boxes – 20 total cartridges)	5	5	10
64	Advion Mole Cricket Bait (DuPont)	25 pound bag	10	60	70
65	Arena 0.5 Granular (Arysta)	25 pound bag	10	20	30
66	Arena 50 WDG (Arysta)	40 oz. container	10	20	30
67	Bactimos Briquet (Valent)	Case of 100	200	20	220
68	Bifen XTS (Control Solutions)	16 oz. container	5	20	25
69	Bonide Oil (Bonide)	55 gallon	2	1	3
70	Chlorpyrifos Pro 1% Mole Cricket Bait	50 pound bag	4	160	164
71	Chlorpyrifos Pro 2E (Etigra or DowAgro)	2.5 gallon	4	16	20
72	Demon EC (Syngenta)	1 quart	12	8	20
73	Diazinon AG 500	2.5 gallon	24	10	34
74	Dursban 2E (Southern AG)	1 gallon	10	40	50
75	Dursban 1% Mole Cricket Bait (Southern AG)	40 pound bag	10	160	170
76	Heritage AG (Syngenta) (agency pricing)	1 pound bag	10	20	30
77	Merit 75 WSP (Bayer)	Case of (4) 1.6 oz. packets	10	10	20
78	Nemacur 10 G (Bayer)	50 pound bag	5	20	25
79	Orthene Spray #97 (Valent)	.773 pound packet	10	60	70
80	Prostar 70 WP (Bayer)	1 pound bag	40	400	440
81	Siege Pro Fire Ant Bait (GRANULES) (BASF)	1 pound container	60	10	70
82	Sevin 4F T&O (Bayer)	2.5 gallon container	10	16	26
83	Talstar Professional (FMC)	1 gallon container	10	40	50
84	Talstar EZ (FMC)	25 pound container	10	40	50
85	Thuricide HPC	1 gallon container	5	20	25
86	Top Choice (Bayer)	50 pound bag	5	300	305
	END OF GROUP FOUR				
	GROUP FIVE: FUNGICIDES				
87	Banol (Bayer)	1 gallon container	5	20	25
88	Banrot WP 40% (Southern AG)	2 pound container	5	10	15

SECTION E - SPECIFICATIONS

County and CO-OP Estimates – Group Five continued

Item	Description	Unit of Measure	County Estimate - 24-Months	CO-OP Estimate - 24 Months	Total 24 Month Estimate
89	Chipco 26019 Flo (Bayer)	Case of (2) 2.5 gallon containers	5	8	13
90	Chipco Aliette 80 WP (Bayer)	5.5 pound bag	5	8	13
91	Cleary's 3336 F (Cleary)	1 quart container	5	80	85
92	Daconil (Thalonil) Weatherstick (Syngenta) (agency pricing)	2.5 gallon container	10	16	26
93	Daconil Zinc (Syngenta) (agency pricing)	2.5 gallon container	2	16	18
94	Manzate Flowable (DuPont)	2.5 gallon container	20	8	28
95	Subdue 2 E (Maxx)	1 gallon container	10	40	50
	END OF GROUP FIVE				

Item	Description	Unit of Measure	County Estimate - 24-Months	CO-OP Estimate - 24 Months	Total 24 Month Estimate
	GROUP SIX: RODENTICIDES				
96	Bait Station, Rats, Protecta	Case of 6	5	34	39
97	Bait: Rat/ Mouse, Ready to use Rozol EPA Req #7173-79	28 pound pail	5	200	205
98	Trapper glue board for rats	Case of 48	5	2	7
99	Traps, Rat, Victor M-9 professional M-326, plastic trigger	Box of (12 traps)	10	5	15
	END OF GROUP SIX				

GROUP SEVEN – Generics and “Or Equal” Products Offered – see page 25 (reproduce page as needed)
Products and pricing offered in Group Seven (7) will not be used to determine award. However these items will be included in the items awarded on an individual vendor basis, in order to increase our product options in the event of shortages, discontinuations etc.. When offering a generic or “or equal” for items in Groups One (1) through Six (6) please match our requested unit of measure / package size as closely as possible.

SECTION F - BID SUBMITTAL

BID TITLE: Herbicides - Insecticides & Other Chemical Products (CO-OP)
BID NUMBER: 078-0481-B (MW)

Group 1 – Herbicides

NOTE: Column F Unit Price must be based upon Column E Unit of Measure.

Item	(A) Description	(B) Manufacturer	(C) Part Number	(D) Est. 24- Month Quantity	(E) Unit of Measure	(F) Unit Price (per unit of measure)	(G) (G = D X F) Total Extension
1	Chelated liquid iron			24	2.5 gallon container	\$	\$
2	Drive 75DF wettable dry granules (BASF)			50	1 pound bag	\$	\$
3	Element 4 (Dow Agro) (Garlon 4 generic)			200	2.5 gallon container		
4	Finale (Bayer)			95	2.5 gallon container	\$	\$
5	Fusilade II, T&O (turf & ornamental) (Syngenta)			30	1 quart container	\$	\$
6	Garlon 3A (DowAgro)			30	2.5 gallon container	\$	\$
7	Garlon 4 ULTRA (DowAgro)			200	2.5 gallon container	\$	\$
8	Helosate (Helm Agro) (Roundup generic)			260	2.5 gallon container	\$	\$
9	Helosate (Helm Agro) (Roundup generic)			20	30 gallon drum	\$	\$
10	Illoxan 3 EC (Bayer)			30	1 gallon container	\$	\$
11	Image 70 DG (BASF)			30	11.43 oz. bottle	\$	\$
12	Kerb 50WP (DowAgro)			130	3 pound bag	\$	\$
13	Milestone VM (DowAgro)			40	2.5 gallon container	\$	\$
14	MSMA (aka MSMS) (Helena)			50	2.5 gallon container	\$	\$
15	Octane 2% SC (Sepro)			18	Case of (12) 8 oz. containers/ case	\$	\$

SECTION F - BID SUBMITTAL

BID TITLE: Herbicides - Insecticides & Other Chemical Products (CO-OP)
BID NUMBER: 078-0481-B (MW)

Group 1 – Herbicides – continued - NOTE: Column F Unit Price must be based upon Column E Unit of Measure.

Item	(A) Description	(B) Manufacturer	(C) Part Number	(D) Est. 24-Month Quantity	(E) Unit of Measure	(F) Unit Price (per unit of measure)	(G) (G = D X F) Total Extension
16	Plateau (BASF) (agency pricing)			60	1 gallon container	\$	\$
17	Ronstar G (Bayer)			62	50 pound bag	\$	\$
18	Round-up 41% active ingredient (Monsanto)			12	30 gallon container	\$	\$
19	Round-up Pro (Monsanto)			320	1 gallon container	\$	\$
20	Round-up Pro (Monsanto)			115	Case of (2) 2.5 gallon containers	\$	\$
21	Round-up Pro (Monsanto)			16	30 gallon container	\$	\$
22	Sedgehammer (Gowan)			21	Case of (10) 1.3 oz. containers	\$	\$
23	Sencor 75 T&O (Turf & Ornamental) (Bayer)			30	5 pound bag	\$	\$
24	Snapshot, pre-emergent (DowAgro)			15	50 pound bag	\$	\$
25	Surflan AS (DowAgro)			21	2.5 gallon container	\$	\$
26	Tahoe 3A (Nufarm)			25	Case of (2) 2.5 gallons	\$	\$
27	Trimec Classic (Gordon)			53	2.5 gallon container	\$	\$
28	Trimec Plus (Gordon)			29	2.5 gallon container	\$	\$
29	Trimec Southern (Gordon)			53	2.5 gallon container	\$	\$
Group 1 – Herbicides - Total							\$

SECTION F – BID SUBMITTAL

Group 2 – Herbicides – Aquatics**NOTE: Column F Unit Price must be based upon Column E Unit of Measure.**

Item	(A) Description	(B) Manufacturer	(C) Part Number	(D) Est. 24-Month Quantity	(E) Unit of Measure	(F) Unit Price (per unit of measure)	(G) (G = D X F) Total Extension
30	Aquastar (Rodeo generic) (Albaugh)			80	2.5 gallon container	\$	\$
31	Aquastar (Rodeo generic) (Albaugh)			86	30 gallon drum	\$	\$
32	Aquathol Granular Super K (Ceraxagro) (agency pricing)			420	25 lb pail	\$	\$
33	Aquathol K (Ceraxagro) (agency pricing)			340	2.5 gallon container	\$	\$
34	Reward (Syngenta)			175	1 gallon container	\$	\$
35	Reward (Syngenta)			110	2.5 gallon container	\$	\$
36	Rodeo (DowAgro)			32	2.5 gallon container	\$	\$
37	Rodeo (DowAgro)			106	30 gallon container	\$	\$
38	Sonar AS (Sepro)			30	1 quart container	\$	\$
39	Sonar PR (Precision Release) (Sepro) (agency pricing)			48	30 pound bag	\$	\$
40	Clearcast (BASF)			20	1 gallon container	\$	\$
Group 2 – Herbicides – Aquatics - Total							\$

Group 3 – Adjuvants (spreaders, wetting agents)**NOTE: Column F Unit Price must be based upon Column E Unit of Measure.**

Item	(A) Description	(B) Manufacturer	(C) Part Number	(D) Est. 24-Month Quantity	(E) Unit of Measure	(F) Unit Price (per unit of measure)	(G) (G = D X F) Total Extension
41	Basal oil			16	15 gallon	\$	\$
42	Basal oil			28	2.5 gallon	\$	\$
43	Big Wet (Brewer)			4	55 gallon	\$	\$
44	Blue Colorant			60	1 gallon	\$	\$

SECTION F – BID SUBMITTAL

Group 3 – Adjuvants (spreaders, wetting agents) – continued

NOTE: Column F Unit Price must be based upon Column E Unit of Measure.

Item	(A) Description	(B) Manufacturer	(C) Part Number	(D) Est. 24-Month Quantity	(E) Unit of Measure	(F) Unit Price (per unit of measure)	(G) (G = D X F) Total Extension
45	Blue Water Base Spray Indicator			38	2.5 gallon container	\$	\$
46	Charcoal, activated			8	50 pound bag	\$	\$
47	Defoamer			12	1 quart container	\$	\$
48	Defoamer			22	2.5 gallon container	\$	\$
49	Drift Control 1% polymer			15	1 gallon container	\$	\$
50	Drift Control, Poly Control II			60	1 quart container	\$	\$
51	Foamer			18	2.5 gallon container	\$	\$
52	Inlet or Activate spreader/ sticker (Helena)			180	2.5 gallon container	\$	\$
53	IVOD Invert Oil (Brewer)			94	55 gallon drum	\$	\$
54	JLB Improved Plus Basal Oil (Brewer)			420	2.5 gallon container	\$	\$
55	Silicone Base Spreader, 99% Active Ingr.			20	2.5 gallon container	\$	\$
56	Spray Indicator Dye, Promate (Helena)			30	1 gallon container	\$	\$
57	Spreader/Sticker, (Ortho)			40	2.5 gallon container	\$	\$
58	Sta-Put Drift Control, 1% Polymer			12	2.5 gallon container	\$	\$
59	Submerge or Sinker (Bayer)			24	1 gallon container	\$	\$
Group 3 – Adjuvants - Total							\$

SECTION F – BID SUBMITTAL

Group 4 – Insecticides

NOTE: Column F Unit Price must be based upon Column E Unit of Measure.

Item	(A) Description	(B) Manufacturer	(C) Part Number	(D) Est. 24-Month Quantity	(E) Unit of Measure	(F) Unit Price (per unit of measure)	(G) (G = D X F) Total Extension
60	Advion Fire Ant Bait (DuPont)			40	12 pound bag	\$	\$
61	Advion Cockroach Bait Arena (DuPont)			20	Bag (contains 60 bait stations)		
62	Advion Cockroach Gel Bait (DuPont)			20	Box of 4 Cartridges		
63	Advion Cockroach Gel Bait (DuPont)			10	Case (contains 5 boxes – 20 total cartridges)		
64	Advion Mole Cricket Bait (Dupont)			70	25 pound bag		
65	Arena 0.5 Granular (Arysta)			30	25 pound bag	\$	\$
66	Arena 50 WDG (Arysta)			30	40 oz. container	\$	\$
67	Bactimos Briquet (Valent)			220	Case of 100	\$	\$
68	Bifen XTS (Control Solutions)			25	16 oz. container	\$	\$
69	Bonide Oil (Bonide)			3	55 gallon Drum	\$	\$
70	Chlorpyrifos Pro 1% Mole Cricket Bait			164	50 pound bag	\$	\$
71	Chlorpyrifos Pro 2E (Etigra or DowAgro)			20	2.5 gallon container	\$	\$
72	Demon EC (Syngenta)			20	1 quart container	\$	\$
73	Diazinon AG 500			34	2.5 gallon container	\$	\$
74	Dursban 2E (Southern AG)			50	1 gallon container	\$	\$
75	Dursban 1% Mole Cricket Bait (Southern AG)			170	40 pound bag	\$	\$
76	Heritage AG (Syngenta) (agency pricing)			30	1 pound bag	\$	\$

SECTION F – BID SUBMITTAL

Group 4 – Insecticides - continued

NOTE: Column F Unit Price must be based upon Column E Unit of Measure.

77	Merit 75 WSP (Bayer)			20	Case of (4) 1.6 oz. packets	\$	\$	
78	Nemacur 10 G (Bayer)			25	50 pound bag	\$	\$	
79	Orthene Spray #97 (Valent)			70	.773 pound packet	\$	\$	
80	Prostar 70 WP (Bayer)			440	1 pound bag	\$	\$	
81	Siege Pro Fire Ant Bait (Granules) (BASF)			70	1 gallon container	\$	\$	
82	Sevin 4F T&O (Bayer)			26	2.5 gallon container	\$	\$	
83	Talstar Professional (FMC)			50	1 gallon container	\$	\$	
84	Talstar EZ (FMC)			50	25 pounds			
85	Thuricide HPC			25	1 gallon container	\$	\$	
86	Top Choice (Bayer)			305	50 pound bag	\$	\$	
Group 4 – Insecticides - Total							\$	

Group 5 – Fungicides

NOTE: Column F Unit Price must be based upon Column E Unit of Measure.

Item	(A) Description	(B) Manufacturer	(C) Part Number	(D) Est. 24-Month Quantity	(E) Unit of Measure	(F) Unit Price (per unit of measure)	(G) (G = D X F) Total Extension
87	Banol (Bayer)			25	1 gallon container	\$	\$
88	Banrot WP 40% (Southern AG)			15	2 pound container	\$	\$
89	Chipco 26019 Flo (Bayer)			13	Case of (2) 2.5 gallon containers	\$	\$
90	Chipco Aliette 80 WP (Bayer)			13	5.5 pound bag	\$	\$
91	Cleary's 3336 F (Cleary)			85	1 quart container	\$	\$

SECTION F – BID SUBMITTAL

Group 5 – Fungicides - continued

NOTE: Column F Unit Price must be based upon Column E Unit of Measure.

92	Daconil (Thalonil) Weatherstick (Syngenta) (agency pricing)			26	2.5 gallon container	\$	\$
93	Daconil Zinc (Syngenta) (agency pricing)			18	2.5 gallon container	\$	\$
94	Manzate Flowable (DuPont)			28	2.5 gallon container	\$	\$
95	Subdue 2 E (Maxx)			50	1 gallon container	\$	\$
Group 5 –Fungicides - Total							\$

SECTION F - BID SUBMITTAL

Group 6 – Rodenticides

NOTE: Column F Unit Price must be based upon Column E Unit of Measure.

Item	(A) Description	(B) Manufacturer	(C) Part Number	(D) Est. 24-Month Quantity	(E) Unit of Measure	(F) Unit Price (per unit of measure)	(G) (G = D X F) Total Extension
96	Bait Station, Rats, Protecta			39	Case of 6	\$	\$
97	Bait: Rat/ Mouse, Ready to use Rozol EPA Req #7173-79			205	28 pound pail	\$	\$
98	Trapper glue board for rats			7	Case of 48	\$	\$
99	Traps, Rat, Victor M-9 professional M-326, plastic trigger			15	Box of (12 traps)	\$	\$
Group 6 –Rodenticides - Total							\$

Grand Total Groups One (1) through Six (6)	\$
---	-----------

Not to be used to determine award: Unspecified Materials (Other related minor material purchases) \$30,000.00
Requires prior approval from the County. There is no guarantee that these funds will be required or utilized.

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

NOTE: BIDS MUST BE SUBMITTED IN DUPLICATE (Original and One Marked "Copy" Please)

SECTION F - BID SUBMITTAL

BIDDER MUST COMPLETE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY.

PAYMENT TERMS: _____% _____ DAYS,
NET _____

SALES PERSON TO CONTACT AFTER AWARD:

BIDDER NAME

BID DEPOSIT, WHEN REQUIRED IS ATTACHED
IN THE AMOUNT OF \$ _____

***REMIT TO NAME (AS SHOWN ON INVOICE)**

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS
OF THIS BID AND CERTIFY THAT I AM AUTHORIZED
TO SIGN THIS BID FOR THE BIDDER.

BIDDER ADDRESS

AUTHORIZED SIGNATURE

CITY STATE ZIP

PRINT NAME AND TITLE

TELEPHONE FAX

FEDERAL EMPLOYEE ID NO. (FEIN)

DATE: _____

E-MAIL ADDRESS:
(ACCOUNT REPRESENTATIVE)

COMPANY EMAIL ADDRESS:
(REQUIRED FOR FUTURE ELECTRONIC NOTIFICATIONS)

CHECKLIST FOR FORMS	
COPY OF COMPANY INVOICE	
SMALL BUSINESS AFFIDAVIT (IF APPLICABLE)	
TAXPAYER ID & CERTIFICATION W9	

Proper Corporate Identity is needed when you submit your bid, especially how it is registered with the Division of Florida Corporations. Please see www.sunbiz.org website for this division. It is essential for you to fill out the W9 on the next page and return it with your bid. Thank you.

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶		<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	City, state, and ZIP code		
List account number(s) here (optional)			

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
: : :

or

Employer identification number
: : : : : :

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

Detach on the perforation

STATEMENT ON USE OF SOCIAL SECURITY NUMBERS

The Clerk of the Court collects social security numbers as required or permitted by law. We are committed to protecting sensitive information and will disclose social security numbers to independent parties only as legally required.

Purposes for which we collect social security numbers include:

- Compliance with record-keeping and tax reporting to federal, state and local agencies;
- Classification of accounts;
- Identification and verification;
- Billing and payments;
- Data collection;
- Reconciliation;
- Tracking; and

Applications for home solicitation permits, marriage licenses and passports as required by state or federal law.

SECTION G - ADDENDA ACKNOWLEDGMENT FORM

**BID TITLE: Herbicides - Insecticides & Other Chemical Products (CO-OP)
BID NUMBER: 078-0481-B (MW)**

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW. PLEASE READ THE NOTE BELOW BEFORE SUBMITTING YOUR SEALED BID.

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signing and date in section above. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, www.pinellascounty.org/purchase/Current_Bids1.htm , listed under category, 'Current Bids.'

SECTION H - STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form immediately. **Thank you.**

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756]

We, the undersigned have declined to submit a bid for No. **078-0481-B (MW)** for **Herbicides - Insecticides & Other Chemical Products (CO-OP)**

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirement.
- Specifications unclear (explain below).
- Unable to Meet Insurance Requirements.
- Remove Us from Your "Notification List" Altogether
- Other (specify below).

REMARKS:

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____