



INVITATION TO BID

**City of Fort Walton Beach, Florida
Purchasing Division
105 Miracle Strip Pkwy SW
Fort Walton Beach, Florida 32548
Telephone: (850) 833-9523
Fax: (850) 833-9643
Website: <http://www.fwb.org>**

ISSUE DATE: March 15, 2018

BID NO: ITB 18-012

OPENING DATE: April 3, 2018

OPENING TIME 2:30 PM CST

BID REQUESTED:

HERBICIDES & PESTICIDES FOR GOLF COURSE & SPORTS FIELDS (ANNUAL BID)

The City of Fort Walton Beach invites bids for **HERBICIDES & PESTICIDES FOR GOLF COURSE & SPORTS FIELDS (Annual Bid)**. Bids will be opened and publicly read aloud at **City Hall Annex Bldg. - Purchasing Division Office, City of Fort Walton Beach, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida at 2:30 PM (CST) on April 3, 2018**. Bids must be **SUBMITTED ON THE FORMS FURNISHED BY THE CITY** and in accordance with specifications and the list of quantities desired.

Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below.**

It is the intent and purpose of the City of Fort Walton Beach that this Invitation to Bid promotes competitive bidding. It shall be the Bidder's responsibility to advise the Purchasing Division at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Purchasing Division no later than ten (10) days prior to the bid opening date.

Sincerely,

Giuliana Scott, CPPB
Purchasing Agent

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1.0 INSTRUCTIONS FOR SUBMITTING BID RESPONSE FOR ITB 18-012:

1. Bidders are expected to examine this bid form and all instructions. Failure to do so will be at the Bidder's risk.
2. All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee.
3. Each Bidder shall furnish all the information required on the Bid form and each accompanying sheet on which he/she makes an entry.
4. **Unit price for each unit bid shall be shown for the unit size requested.** A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct. Failure to show unit prices may render a bid as non-responsive.
5. Although the City generally awards bids based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover sheet, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided, clearly indicating which items are bid and which are not. **Failure to submit these pages will render such bid non-responsive.**
6. The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org.

BID CHECKLIST: Bidders are cautioned to assemble the bid packet using this check list:

- _____ Invitation to Bid Cover Sheet with Total Amount of bid Stated on It
- _____ Signed Bidder's Certification Page
- _____ Addendum Page
- _____ References Completed
- _____ Drug Free Workplace Form
- _____ Public Entities Crime Form
- _____ Invitation to bid Price Schedule, Unit Price and Total Price Columns Completed
- _____ Bid Label Prepared as Specified
- N/A _____ Bid Bond

SPECIAL ITEMS (APPLICABLE TO THIS BID ONLY):

- _____ Insurance (See Special Conditions)
- _____ Exceptions to Specifications on company letterhead (See General Conditions 3.5)
- _____ Product Specifications (See General Conditions 3.6)

NOTE: PLEASE ENSURE THAT ALL DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THIS INSTRUCTION SHEET. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.

SECTION I: REQUIRED FORMS

SECTION 1.1 COVER SHEET

**ITB TITLE: HERBICIDES & PESTICIDES FOR GOLF COURSE & SPORTS FIELDS
(ANNUAL BID)**

ISSUE DATE: 03/15/2018

BID NO: ITB 18-012

This completed form must appear as the top sheet for all bids submitted.

NO BID BOND REQUIRED FOR THIS BID

Total Amount of bid or Base bid \$ N/A

INDICATE METHOD OF BID BOND FURNISHED BELOW

Amount of bid Bond (5%) \$ N/A

Amount of Cashier's Check (5%) \$ N/A

Amount of Certified Check (5%) \$ N/A

All Items bid? Yes No

Submitted by:

**_____
NAME OF BUSINESS**

**BY: _____
SIGNATURE**

**_____
MAILING ADDRESS**

**_____
NAME & TITLE (type or print)**

**_____
CITY, STATE, ZIP CODE**

**_____
EMAIL ADDRESS**

**() _____
TELEPHONE NUMBER**

**() _____
FAX NUMBER**

SECTION 1.2 BIDDER’S CERTIFICATION – ITB 18-012

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and Special Conditions, Vendor’s Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Fort Walton Beach or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

EMAIL ADDRESS

DATE

SECTION 1.3 ADDENDUM PAGE – ITB 18-012

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

DATE

SECTION 1.4 REFERENCES ITB 18-012

Bidder shall submit as a part of the bid package, four (4) business references with name of the business, address, contact person, and telephone number. **All references shall be for similar product that has been delivered within the last five (5) years.**

REGARDING PROPOSER / BIDDER: _____

Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:

SECTION 1.5 DRUG-FREE WORKPLACE FORM ITB 18-012

The undersigned vendor, on _____, 2018, in accordance with Section 287.087, Florida Statutes, certifies that [business] _____ does:

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

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

SECTION 1.6 PUBLIC ENTITY CRIMES FORM – ITB 18-012

SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted with Proposal, Proposal or Contract # _____

This sworn statement is submitted by _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

My name is _____ and my relationship to the entity named above is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime (or)
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

(Date)

STATE OF: _____ COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2018, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires

SECTION II: GENERAL CONDITIONS

2.1 EXECUTION OF BID: Bid must contain a manual signature of an authorized representative in the space provided. Florida law requires that when a municipality enters into a contractual agreement with a corporation licensed to do business in the State of Florida, such agreement shall be signed by two (2) Corporate Officials (i.e., President, Vice President, Secretary, Treasurer) with the corporate seal affixed. It is also required that such execution be acknowledged before a Notary Public with Notary Seal affixed. If neither the aforementioned corporate officers nor the corporate seal are readily available, a letter of authorization can be submitted in lieu of these requirements. Such letter of authorization must be on the corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such agreement on behalf of the corporation and must be signed by the corporate officials designated above. Failure to submit letter of authorization within two (2) weeks after notification of award may result in award to the next apparent low bidder.

- 2.1.1 In the case of a partnership, the agreement must be signed by a general or managing partner and notarized as outlined above.
- 2.1.2 In the case of a sole proprietorship, the owner must sign the agreement and have such execution notarized.
- 2.1.3 If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing Division at (850) 833-9523 for further clarification.

2.2 SUBMITTAL OF BIDS: Bids shall be submitted utilizing the bid form(s) provided by the City. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount named by a bidder for any item are not in agreement the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected.

2.3 AMENDMENT OF THE INVITATION TO BID: It is the bidder's responsibility to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid (or complete and sign addenda acknowledgement form.) The failure of a bidder to submit acknowledgment of any addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the bid.

2.4 BIDDER'S CERTIFICATION FORM: Each bidder shall complete the "Bidder's Certification" form included with this invitation to bid, and submit the form with the bid. The failure of a bidder to submit this document will be cause for rejection of the bid.

2.5 DRUG FREE WORKPLACE PREFERENCE: Pursuant to § 287.087, Fla. Stat., the City must give preference to businesses that have implemented a drug-free workplace programs whenever two or more bids, proposals, or replies are equal in price, quality, and service. If your business has implemented a drug free workplace program, you must provide a copy of all documents, rules, policies and procedures adopted by your business that satisfy the requirements of § 287.087.

2.6 PUBLIC ENTITY CRIMES: A person or affiliate, as defined in § 287.133, Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.01, Fla. Stat., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a bid, you are certifying your company is in compliance with § 287.133, Fla. Stat.

2.7 SPECIFICATIONS REQUIRED: All items quoted must be in compliance with the specifications. If you are taking exception, indicate those exceptions on company letterhead and attach to this Invitation to Bid.

2.8 ALTERNATIVES/SUBSTITUTIONS TO SPECIFICATIONS: Any alternatives or substitutions to the attached specifications must be clearly delineated, set out and submitted with the bid (use separate sheets of paper and make them part of the bid).

2.9 PRICES, TERMS, and PAYMENT: All prices must be firm for the delivery schedule quoted in the specifications. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Fort Walton Beach Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Fort Walton Beach to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Finance Department office, whichever is later.

2.10 TRADE NAMES

2.10.1 In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder.

2.10.2 The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each bidder clearly states in their bid or proposal exactly what they propose to furnish and forwards with their bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by their bid.

2.10.3 The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.

2.10.4 If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, a bidder may be required to submit working drawings or sufficient detailed descriptive data to enable the City to determine if such specification requirements are met.

2.11 **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

2.12 **EFFECTIVE PERIOD:** Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

2.13 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

2.13.1 Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Agent and sole contact listed below in Section 2.13.4.**

2.13.2 Any questions related to interpretation of specifications or the bid process shall be addressed to the Purchasing Agent, in writing, in ample time before the period set for the receipt and opening of bids. No inquiries, if received within ten (10) days of the date set for the receipt of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.

2.13.3 It will be the responsibility of the bidder to contact the Purchasing Division or go to www.BidNetDirect.com/Florida and/or www.fwb.org (Purchasing Division links) prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.

2.13.4 Direct all inquiries to:

Giuliana Scott, Purchasing Agent
Purchasing Division, City of Fort Walton Beach
105 Miracle Parkway, SW
Fort Walton Beach, Florida 32548
Telephone: (850) 833-9523 Fax: (850) 833-9643
Email: gscott@fwb.org

Websites: www.BidNetDirect.com/Florida and www.fwb.org

2.14 **SEALED BIDS:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified and on any attached sheets, specifications, special conditions or vendor notes.

2.15 RECEIPT OF BIDS, DUE DATE:

- 2.15.1 **Sealed bids shall be submitted to the Office of the Purchasing Division no later than 2:30 PM (CST), on April 3, 2018.** Bids shall not be accepted after this time and date. Each bid shall be submitted in a sealed envelope marked with the bid number, title of the bid, and bid opening date.
- 2.15.2 Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid, where requested.
- 2.15.3 Sealed bids are to be addressed as follows for either mail or hand delivery. Bids submitted by mail must be received by the Purchasing Agent before the bid opening time.
- 2.15.4 **Cut out & use the label printed here, and affix to your OUTER sealed bid envelope to identify it as a "Sealed Bid".**



**Deliver to: Purchasing Agent – City Hall Annex Building
City of Fort Walton Beach
105 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548**

SEALED BID DO NOT OPEN

SEALED ITB#: 18-012

ITB TITLE: Pesticides & Herbicides for GC/Sports Fields

DUE DATE/TIME: 04/03/2018 2:30 PM – Central Time

2.16 WITHDRAWAL OF BIDS: Bidders may withdraw a bid after it has been deposited with the Purchasing Division's Office any time before the scheduled time for opening the bids.

2.17 BID OPENING: Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be returned but will be retained in the "BID FILE" unopened. Offers by telephone for a sealed bid cannot be accepted.

2.18 AWARD OR REJECTION OF BIDS: The contract will be awarded to the lowest responsive and responsible bidder(s) complying with all the provisions of the Invitation to Bid, provided the bid price is reasonable and it is in the interest of the City to accept it.

2.18.1 The City of Fort Walton Beach reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the City. The City of Fort Walton Beach also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract.

- 2.18.2 Award will be made in approximately ninety (90) days. It is incumbent on bidders to contact the Purchasing Division at (850) 833-9523 to determine the successful bidder(s). Bidders or respondents who do not agree with the City Council's award are afforded the opportunity to protest the recommendation by submitting a written vendor protest to the Purchasing Division within three (3) business days after City Council has awarded the purchase. Failure to file a written vendor protest within three (3) business days shall constitute a waiver of proceedings under this policy.
- 2.18.3 In the best interest of the City, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any and all bids, or to waive any informality or technicality in bids received.

2.19 SELECTION / REJECTION OF OPTIONS/ALTERNATIVES: If an Invitation to Bid permits options or alternatives, the City reserves the right to select or reject any or all options or alternatives that are bid and as deemed to be in the best interests of the City.

2.20 BID TABULATION & EVALUATION: Bidders may request copies of the bid tabulation documents via email, in person or by sending a stamped, self-addressed envelope with the bid. Bid Tabulations will not be provided by telephone.

2.21 MISTAKES: Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

2.22 CONDITION and PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new and the current production model at the time of this bid, unless otherwise specified. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

2.23 MARKING: Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Fort Walton Beach Purchase Order Number.

2.24 SAFETY STANDARDS: Unless otherwise specified in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements and standards of the Occupational Safety and Health Act.

2.25 TAX EXEMPT: The City does not pay federal excise and state sales taxes. Our tax exemption number is 85-8012740106C-0 and is on our purchase orders.

2.26 POLITICAL SUBDIVISIONS CONTRACTS: Under Florida Law, prices contained in State Contracts shall be available to the City of Fort Walton Beach, who might wish to purchase under a State Purchase Contract. The City reserves the right to purchase from a State Purchase Contract if in the best interest of the City.

2.27 CONFLICT OF INTEREST: Any award of contract for this Invitation to Bid is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer,

director, or agent who is also an employee of the City of Fort Walton Beach. Further, all bidders must disclose the name of any City of Fort Walton Beach officer, director, or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidder's firm or any of its branches or who has any contractual relationship or agreement of any kind with the bidder. The bidder warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

2.28 INSPECTION, ACCEPTANCE, and TITLE: Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Fort Walton Beach, unless loss of damage results from negligence by the City of Fort Walton Beach or its Departments.

2.29 LEGAL REQUIREMENTS: Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered in the specifications of this invitation to bid shall apply. Lack of knowledge by the bidder will in no way be cause for relief from such responsibility.

2.30 LIABILITY: The vendor shall hold and save the City of Fort Walton Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of any purchase order which may result from this bid.

2.31 LOCAL VENDER PREFERENCE: The City may give preference to a local vendor whenever two or more bids, proposals, or replies are equal in price, quality and service. In the event of a tie by local vendors, the award may be split when it is in the best interests of the City.

2.32 FISCAL YEAR FUNDING APPROPRIATION: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of adequate funds by City Council.

2.33 CANCELLATION DUE TO UNAVAILABILITY OF FUNDS: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

2.34 INVOICING and PAYMENT: The supplier shall be paid upon submission of invoices to: Accounts Payable, City of Fort Walton Beach, 107 Miracle Strip Pkwy SW, Fort Walton Beach, Florida 32548. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Fort Walton Beach Purchase Order Number.

2.35 FLORIDA PROMPT PAYMENT ACT: For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

- 2.35.1 A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
 - 2.35.2 The amount due, applicable discount(s), and the terms thereof;
 - 2.35.3 The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
 - 2.35.4 The Purchase Order or Contract number as supplied by the City; and
 - 2.35.5 Identification by office or department where and to whom the goods were delivered or services provided.
 - 2.35.6 All invoices shall be delivered to Accounts Payable., City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.
 - 2.35.7 The invoice must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City; the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements are in compliance with those requirements.
- 2.36 **DISPUTE RESOLUTION:** In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City department or office which has the dispute along with a representative of the City's Purchasing Division and the invoicing party shall meet to consider the disputed issues.
- 2.36.1 The invoicing party shall provide to the City such material and information as the City may reasonably require.
 - 2.36.2 Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature.
 - 2.36.3 This procedure shall commence not later than 45 days and be resolved not later than 60 days after the date on which the proper invoice was received by the City.
 - 2.36.4 If the issue cannot be resolved, then it will be submitted to the City Manager. Any decision by the City Manager shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision.
- 2.37 **RIGHT TO AUDIT RECORDS:** The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

2.38 PUBLIC RECORDS**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK – CITY OF FORT WALTON BEACH
107 MIRACLE STRIP PARKWAY SW
FORT WALTON BEACH, FLORIDA 32548
850-833-9509 clerk@fwb.org**

- 2.38.1 Contractor shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- 2.38.2 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Contractor does not transfer the records to the City.
- 2.38.3 Upon completion of the contract, Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records.
- 2.38.4 All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 2.38.5 Failure of Contractor to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
- 2.38.6 If Contractor fails to provide the public records to the City within a reasonable time Contractor may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Contractor has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

SECTION III: SPECIAL CONDITIONS

If marked, the following Special Conditions apply to this invitation to bid:

N/A 3.1 PRE-BID CONFERENCE:

XX 3.2 **PERFORMANCE TIME: The Contractor shall deliver Product within 15 calendar days after the Purchase Order has been issued.**

N/A 4.3 FAMILIARITY WITH SITE CONDITIONS: The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgement by the bidder that they are familiar with all such conditions. The failure or neglect of a bidder to be familiar with the site of the proposed work shall in no way relieve the bidder from any obligations with respect to the bid.

N/A 3.4 VALUE ENGINEERING: It is the intent of the City to award a contract to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. In the event the lowest responsible bid exceeds the City's established fixed construction cost, the City shall have the right to engage the lowest responsible bidder in value engineering in order to comply with the fixed construction cost. In no instance shall such value engineering exceed ten percent of the base bid or reduce the base bid to an amount less than the fixed construction cost in place at the time of bidding.

XX 3.5 BIDDER QUALIFICATION: Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service, Monday through Friday, except for City holidays. Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

XX 3.6 INSPECTION: The City reserves the right to conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

N/A 3.7 EXECUTION OF CONTRACT: The successful bidder shall, within fifteen (15) calendar days after Notice to Proceed is issued by the Purchasing Agent, enter into a contract with the City for the performance of work awarded and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

N/A 3.8 FAILURE TO EXECUTE CONTRACT: Failure of the successful bidder to enter into a contract in the proscribed time may be cause for cancellation of the award to that bidder. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible bidder, or the City may reject all of the bids. Contractors who default are subject to suspension and/or removal from the bidder's list.

N/A 3.9 BOND REQUIREMENTS

- _____ 1. Performance Bond equal to one hundred percent (100%) of the Contract price will be required.
- _____ 2. Labor & Material Payment Bond equal to one hundred percent (100%) of the Contract price will be required.
- _____ 3. Performance and Labor & Materials Payment Bonds shall accompany the contract, be signed, sealed and dated no earlier than the contract effective date and specifically refer to the contract, by date.
- _____ 4. Surety companies providing any bond must be listed in the latest Federal Register of the U.S. Department of Treasury, Circular 570 entitled “Surety Companies Acceptable on Federal Bonds” or otherwise acceptable to the City.

XX 3.10 INSURANCE: Bidders must be eligible for and provide evidence of insurance coverage, which equals or exceeds the City’s minimum standards for the project. All insurance required must be provided by a company licensed to do business in the State of Florida and with an A.M. best rating of at least A-. Proof of Insurance must accompany signed contract.

3.10.1 Commercial General Liability

Each occurrence for Bodily Injury/Property Damage	\$1,000,000
Products/Completed Operations	\$1,000,000
Annual Aggregate for Bodily Injury/Property Damage	\$2,000,000
Products Liability Coverage	\$1,000,000
Medical Payments	\$ 10,000

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured.
- The policy shall not be cancelled unless the City is given at least 30 days notice.
- Contractual Liability
- Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

3.10.2 Commercial Automobile Liability

Combined single limit for bodily injury and/or property damage: \$500,000

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured
- The policy shall not be cancelled unless the City is given at least 30 days notice.
- Contractual Liability
- Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated

- Symbol "1" (Any Auto) or equivalent, shall be used to designate insured autos.

3.10.3 Pollution Liability Insurance

\$1,000,000 for each claim / \$1,000,000 aggregate.

- Coverage must include all spraying operations of contractor.

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured.
- The policy shall not be cancelled unless the City is given at least 30 days notice.

3.10.4 Workers Compensation Insurance

- Coverage A In conformity with Florida Statutes Chapter 440
- Coverage B \$500,000/\$500,000/\$500,000

This coverage shall include the following provisions:

- The policy shall not be cancelled unless the City is given at least 30 days notice.
- The policy shall include a waiver of subrogation in favor of the City.

N/A 3.11 SUBCONTRACTOR(S): Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

XX 3.12 CONSTRUCTION OF SPECIAL CONDITIONS: If any specification or general condition of this Invitation to Bid conflicts with any special condition, the special condition shall have precedence over the general condition.

This Section left Intentionally Blank.

SECTION IV: TECHNICAL SPECIFICATIONS

4.1 GENERAL

4.1.1 The purpose of this Invitation to Bid (ITB) is to secure reliable, economically-priced herbicides, pesticides, fungicides and miscellaneous products for the City of Fort Walton Beach, as listed in Exhibit A. The City is seeking qualified suppliers to deliver the specified products or City-approved equals within timeframe specified by bidders after receipt of a City Purchase Order. The City desires to use annual contract(s), giving preference to suppliers who are awarded line items in this Invitation to Bid.

4.1.2 The submission of the Bid shall be considered as prima-facie evidence that the Bidder (a.k.a., the Contractor) has familiarized himself/herself with, and understands all the conditions under which the Purchase Order is to be awarded, performed, and administered.

4.1.2.1 Any exception to these product specifications submitted with a bid shall be noted on Exhibit A – Pricing Sheet

4.1.2.2 Any exceptions to the ITB terms shall be noted on official company letterhead and state the specific stipulation or exception with an explanation of why the proposal differentiates from the requirements.

4.1.3 For Item 70 on the Product Pricing Sheet, where application of product is required, the winning bidder will agree to utilize the applicator specified by the City and ensure product is applied during the time frames specified. **Applicator, not winning bidder, will receive payment.**

4.2 CONTRACTOR'S RESPONSIBILITIES

The Contractor's attention is drawn to the following terms, conditions and responsibilities:

4.2.1 **All Products bid must be labeled for Golf Course or Sports Turf Grass Use.**

4.2.2 **No agricultural products will be accepted!**

4.2.3 **Bidders shall submit product labels and MSDS sheets for each product bid.**
(May be submitted as pdf files on a thumb drive or cd)

4.3 SUBSTITUTES AND PROVEN EQUIVALENTS

Should the Contractor wish to use any brand of material other than as specified herein, he/she shall submit to the City for review, complete descriptive literature naming the proposed substitution and manufacturer. The City reserves the sole right to determine if a product is equal for its use.

4.4 OCCUPATIONAL HEALTH AND SAFETY

In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this Bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

4.4.1 The chemical name and common name of the toxic substance.

4.4.2 The hazard or other risks in the use of the toxic substance, including:

- 4.4.2.1 The potential for fire, explosion, corrosiveness and reactivity;
- 4.4.2.2 The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
- 4.4.2.3 The primary routes of entry and symptoms of overexposure.
- 4.4.3 The proper precautions, handling practices, necessary personnel protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- 4.4.4 The emergency procedures for spills, fire, disposal and first aid.
- 4.4.5 A description in lay terms of the known specific potential health risk posed by the toxic substance intended to alert any person reading this information.
- 4.4.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- 4.4.7 Any questions regarding this requirement should be directed to: Department of Labor & Employment Security, Bureau of Industrial Health & Safety, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, Florida 32301-5014.

4.5 VARIATIONS - Any variations from specifications shall be clearly stated in the submitted Bid(s).

4.6 PRODUCT SPECIFICATION

A Product Specification Sheet for each product you are bidding MUST accompany the Bid(s). You may submit product spec sheets via thumb-drive, paper copies or CD.

4.7. ITEMS TO BE FURNISHED

In case of any doubt or difference of opinion as to the item(s) to be furnished, the decision of the City shall be final and binding on both parties. However, should an administrative hearing occur, the parties requesting the hearing shall be held accountable for any and all costs relating thereto.

4.8 ORDERING

Items contained in this Bid will be ordered on an "as needed" basis; a City Purchase Order will be prepared for each order and transmitted to winning bidder, PRIOR to fulfilling orders or shipping.

4.9 DELIVERIES/PALLETIZING

Deliveries must be in compliance with City's requirements for palletizing, and off-loading by vendor's transport when applicable. Failure to comply with palletizing and/or off-loading by vendor may result in a deduction from vendors invoice to compensate the City at cost for use of City staff and equipment.

**SECTION VI: NOTICE TO BIDDERS
CITY OF FORT WALTON BEACH, FLORIDA**

BID NUMBER: ITB No. 18-012

Date: March 15, 2018

The City of Fort Walton Beach will accept sealed bids at City Hall until April 3, 2018, at 2:30 PM, local time, at which time all bids received will be opened and read aloud at the City Hall Annex Building Purchasing Division Office, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida, for the following:

ITB 18-012: HERBICIDES & PESTICIDES FOR GOLF COURSE/SPORTS FIELDS - ANNUAL BID

Copies of Bid Provisions and Bid Forms may be found at the Florida Bid System website at www.BidNetDirect.com/Florida (registration required) or at the City of Fort Walton Beach website at www.FWB.org.

Additional technical information relative to this bid may be obtained from Giuliana Scott, Purchasing Agent, at (850) 833-9523 or gscott@fwb.org during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope:

ITB 18-012: HERBICIDES & PESTICIDES FOR GOLF COURSE/SPORTS FIELDS - ANNUAL BID

Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have his bid considered.

Address responses and deliver to:

**Purchasing Division
City of Fort Walton Beach
105 Miracle Strip Parkway, SW
Fort Walton Beach, FL 32548**

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org.