



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 3

BID/RFP No. B-17-124

Description/Title: Fertilizer

Initial Contract Term: Start Date: 08/17/2017 End Date: 08/16/2020

Renewal Terms of the Contract: None (No. of Renewals) Renewal Options for _____ (Period of Time)

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

SECTION #1 VENDOR AWARD

Vendor Name: SiteOne Landscape Supply

Vendor Address: 2060 Tigertail Blvd. Ste A, Dania Beach, FL 33004

Contact: Molly Vorous

Phone: 800-321-5325 x2550 Fax: 248-581-1433

Cell/Pager: _____ Email Address: bids@siteone.com

Website: _____ FEIN: 36-4485550

VENDOR AWARD

Vendor Name: Howard Fertilizer & Chemical Co.

Vendor Address: 8306 S. Orange Ave. Orlando, FL 32809

Contact: Dale Anderson

Phone: 954-444-7857 Fax: _____

Cell/Pager: _____ Email Address: danderson@howardfert.com

Website: _____ FEIN: 59-0788131

VENDOR AWARD

Vendor Name:	Sunniland Fertilizer Corp.		
Vendor Address:	430 SE 4th Ave., Pompano Beach, FL 33060		
Contact:	Erik Thor, Agronomic Technical Representative		
Phone:	954-383-5638	Fax:	407-330-0122
Cell/Pager:		Email Address:	eriksusan@bellsouth.net
Website:		FEIN:	59-1937683

VENDOR AWARD

Vendor Name:	Helena Chemical Company		
Vendor Address:	PO Box 1758, Dade City, FL 33526		
Contact:	Misti Hurtt		
Phone:	352-521-3538	Fax:	352-567-2083
Cell/Pager:		Email Address:	hurttm@helenachemical.com
Website:		FEIN:	71-0293688

VENDOR AWARD

Vendor Name: Residex LLC (subsidi. of Rentokil N.A., Inc. dba Target Specialty Products)
 Vendor Address: 46495 Humboldt Dr., Novi, MI 48377
 Contact: Bayardo Herrera, Sales Representative
 Phone: 970-518-6119 Fax: _____
 Cell/Pager: _____ Email Address: bayardo.herrera@target-specialty.com
 Website: _____ FEIN: 57-1202840

VENDOR AWARD

Vendor Name: Diamond R. Fertilizer Co. Inc.
 Vendor Address: 4100 Glades Cutoff Road, Ft. Pierce, FL 34981
 Contact: thomchester@comcast.net
 Phone: 772-201-0099 Fax: 772-201-0099
 Cell/Pager: _____ Email Address: thomchester@comcast.net
 Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: Harrell's LLC
 Vendor Address: 5105 New Tampa Hwy, Lakeland, FL 33815
 Contact: Tristan Rosado
 Phone: 800-282-8007 Fax: 813-830-6035
 Cell/Pager: _____ Email Address: trosado@harrells.com
 Website: _____ FEIN: 26-1595082

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: 08/02/17 Resolution/Agenda Item No.: R-2017-276
 Insurance Required: Yes X No _____
 Performance Bond Required: Yes _____ No X

SECTION #3 LEAD AGENCY

Agency Name: Town of Davie
 Agency Address: 6591 Orange Drive, Davie, FL 33314
 Agency Contact: Christina Semeraro Email csemeraro@davie-fl.gov
 Telephone: 954-797-1132 Fax: _____

RESOLUTION NO. R-2017-276

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BIDS FOR B-17-124 FERTILIZER, AS THE LEAD AGENCY FOR THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is in need of fertilizer for various projects; and

WHEREAS, the Town, acting as lead agency for the Southeast Florida Cooperative Purchasing Group, solicited sealed bids for such fertilizer; and

WHEREAS, Town of Davie purchases will be limited to those products that do not contain more than 5% phosphorus; and

WHEREAS, after review, the Town Council wishes to accept the bid from the lowest responsive and responsible bidder for each item.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby accepts the bid from the lowest responsive and responsible bidder for each item for the supply of fertilizer in accordance with unit prices identified in Attachment "A".

SECTION 2. The Town Council hereby authorizes the expenditure from the operating budget of each using department.

SECTION 3. The contract term is three (3) years.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 2ND DAY OF AUGUST, 2017.

ATTEST:


TOWN CLERK


MAYOR/COUNCILMEMBER

APPROVED THIS 2ND DAY OF AUGUST, 2017.

**B-17-124 FERTILIZER - COOP
BULK**

Item #	Description	UOM	AWARDED BIDDER
			Bulk
1	6-2-0 (Milorganite)	LBS.	Diamond
2	24-2-11	LBS.	Sunniland
3	15-2-15	LBS.	Sunniland
4	15-0-15	LBS.	Residex
5	21-0-0	LBS.	Helena
6	21-0-0 (greens grade)	LBS.	Sunniland
7	Granular Sulfate of Potash (0-0-50-17s)	LBS.	Helena
8	0-0-21	LBS.	Sunniland
9	0-0-21 (greens grade)	LBS.	Helena
10	Liq. Micronutrient Soil Supplement	GALS.	Residex
11	13-3-13	LBS.	SiteOne
12	8-2-12	LBS.	Sunniland
13	Techmangam	LBS.	Harrell's
14	20-2-10	LBS.	Sunniland
15	9-2-24	LBS.	Helena
16	15-0-22	LBS.	Sunniland
17	16-2-8	LBS.	Sunniland
18	18-24-12	LBS.	Sunniland
19	20-20-20	LBS.	Howard
20	14-14-14	LBS.	Sunniland
21	19-0-19 WITH PRE-M	LBS.	Residex
22	24-2-11 Talstar 0.069 Plus	LBS.	Sunniland
23	24-2-11 Talstar granular insecticide	LBS.	Sunniland
24	22-2-11 Atrazine 1.05 Plus	LBS.	Sunniland
25	High manganese combo chelated micronutrients	GALS.	Residex
26	13-2-13	LBS.	Sunniland
27	14-2-14	LBS.	Helena
28	14-2-14 (greens grade)	LBS.	Residex
29	24-0-11	LBS.	Residex
30	SuperThrive	GALS.	N/A
31	21-2-11 with 1.00% Ronstar	LBS.	SiteOne
32	21-0-7	LBS.	Sunniland
33	Floratine Turgor Gallons	GALS.	NO AWARD
34	Floratine Per4Max Gallons	GALS.	NO AWARD
35	Gator Excel Iron Plus	GALS.	SiteOne
36	Gator Perform SRN 18-0-6	GALS.	Howard
37	Lesco 4-4-5 Chelated Iron Plus	GALS.	Residex
38	TerraMax Tazo B	GALS.	NO BIDS
39	Mirimichi Green Carboniz PN Soil Enhancer	GALS.	SiteOne
40	Mirimichi Green 9-0-1 C	GALS.	SiteOne
41	Mirimichi Green Nutri-Kelp 1-1-4	GALS.	SiteOne
42	20-0-10	LBS.	Helena
43	15-0-0	LBS.	NO BIDS
44	0-0-7	LBS.	SiteOne
45	31-3-1	LBS.	Residex
46	Prosecutor	GALS.	SiteOne
47	Nonionic Surfactant 90/10	GALS.	SiteOne
48	Dylox 6.2	LBS.	SiteOne
49	Neutral Thrive 18-6-12	LBS.	SiteOne
50	23-0-23	LBS.	Helena
51	12-0-0	GALS.	Harrell's
52	26-4-11 with Ronstar 0.67%	LBS.	Sunniland
53	16-1-2	LBS.	Diamond
54	15-0-30	LBS.	Harrell's
55	6-0-0	LBS.	Residex
56	9-3-6	GALS.	Harrell's
57	0-0-30 Title Phyte	GALS.	Harrell's
58	Liquid Foliar 16-0-0	GALS.	Diamond

Item #	Description	UOM	Diamond R Fertilizer Co., Inc.		Green Technologies, LLC		Harrell's, LLC		Helena Chemical Co.		Howard Fertilizer & Chemical Co.		Residex, LLC		SiteOne Landscape Supply		Sunland Fertilizer Corp	
			Bulk	Bulk	Bulk	Bulk	Bulk	Bulk	Bulk	Bulk	Bulk	Bulk	Bulk	Bulk	Bulk	Bulk	Bulk	
1	6-2-0 (Milorganite)	LBS.	0.114	0.158	0.275				0.242	0.2336	0.196	0.205						
2	24-2-11	LBS.	0.305		0.31	0.3	0.309	0.2958	0.365	0.255								
3	15-2-15	LBS.	0.335		0.346	0.32	0.349	0.324	0.371	0.288								
4	15-0-15	LBS.				0.34	0.357	0.2358	0.273	0.28								
5	21-0-0	LBS.	0.201		0.25	0.19	0.253	0.2324	0.256	0.205								
6	21-0-0 (greens grade)	LBS.	0.193	0.46	0.23	0.23	0.3536		0.247	0.17								
7	Granular Sulfate of Potash (0-0-50-17s)	LBS.	0.438		0.44	0.38	0.434	0.419	0.464	0.405								
8	0-0-21	LBS.	0.272	0.34	0.305	0.25	0.299	0.29	0.308	0.249								
9	0-0-21 (greens grade)	LBS.	0.291	0.56	0.35	0.29	0.419		0.437	0.32								
10	Liq. Micronutrient Soil Supplement	GALS.	6.9		16			8.22	6.38	7								
11	13-3-13	LBS.	0.41		0.38			0.432	0.3914	0.364	0.39							
12	8-2-12	LBS.	0.389		0.45	0.41	0.422	0.4756	0.561	0.375								
13	Techmangam	LBS.	0.64		0.595		0.61	0.799	0.76	0.6364								
14	20-2-10	LBS.	0.291		0.309	0.3	0.316	0.2996	0.322	0.25								
15	9-2-24	LBS.	0.364		0.35	0.31	0.362	0.3466	0.362	0.314								
16	15-0-22	LBS.	0.346		0.344	0.31	0.349	0.3106	0.355	0.304								
17	16-2-8	LBS.	0.265	0.34	0.28	0.27	0.299	0.239	0.305	0.219								
18	18-24-12	LBS.	0.285		0.289	0.3	0.309	0.2758	0.421	0.249								
19	20-20-20	LBS.	0.924		1.1		0.8752	0.9156	1.352	1.12								
20	14-14-14	LBS.	0.47		0.82		0.85	0.3316	0.575	0.31								
21	19-0-19 WITH PRE-M	LBS.	0.61			0.44	0.584	0.3722	0.484									
22	24-2-11 Talstar 0.069 Plus	LBS.	0.375		0.38	0.36	0.393	0.3338	0.357	0.324								
23	24-2-11 Talstar granular insecticide	LBS.			0.355	0.33	0.39	0.3196	0.356	0.308								
24	22-2-11 Atrazine 1.05 Plus	LBS.				0.33	0.354	0.3296	0.419	0.264								
25	High manganese combo chelated micronutrients	GALS.						8.22	6.38	7								
26	13-2-13	LBS.	0.358		0.37	0.34	0.37	0.3478	0.858	0.33								
27	14-2-14	LBS.	0.334		0.339	0.29	0.34	0.333	0.704	0.311								
28	14-2-14 (greens grade)	LBS.	0.44		0.6		0.51	0.36	0.704									
29	24-0-11	LBS.	0.298		0.3	0.31	0.295	0.269	0.334	0.274								
30	SuperThrive	GALS.																
31	21-2-11 with 1.00% Ronstar	LBS.	0.699		0.8	0.72	0.787		0.679	0.699								
32	21-0-7	LBS.				0.34	0.472	0.3296	0.404	0.259								
33	Floratine Turgor Gallons	GALS.							8.76									
34	Floratine Per4Max Gallons	GALS.							8.76									
35	Gator Excel Iron Plus	GALS.	12.2					7.43	7.088	5.74								
36	Gator Perform SRN 18-0-6	GALS.	13.2					7.48	11.396	10.41								
37	Lesco 4-4-5 Chelated Iron Plus	GALS.							7.088	24.54								
38	TerraMax Tazo B	GALS.																
39	Mirimichi Green Carboniz PN Soil Enhancer	GALS.			0.4					0.434								
40	Mirimichi Green 9-0-1 C	GALS.								73.4								
41	Mirimichi Green Nutri-Kelp 1-1-4	GALS.								66.88								
42	20-0-10	LBS.	0.335		0.35	0.28	0.355	0.2978		0.289								
43	15-0-0	LBS.																
44	0-0-7	LBS.	0.36						0.26									
45	31-3-1	LBS.	0.36			0.26		0.196	0.293									
46	Prosecutor	GALS.	14.3					12	28.53	10.54	20							
47	Nonionic Surfactant 90/10	GALS.							37.5	12.72	28							
48	Dylox 6.2	LBS.			1.25				1.225	1.22								
49	Neutral Thrive 18-6-12	LBS.								0.584								
50	23-0-23	LBS.	0.43			0.38		0.8996										
51	12-0-0	GALS.	7.8		11.2													
52	26-4-11 with Ronstar 0.67%	LBS.	0.545		0.85	0.54	0.544		0.893	0.495								
53	16-1-2	LBS.	0.38		0.725													
54	15-0-30	LBS.			1													
55	6-0-0	LBS.	11.8		26				3.33									
56	9-3-6	GALS.			14													
57	0-0-30 Title Phyte	GALS.	13.98		38				21.75	21.76								
58	Liquid Foliar 16-0-0	GALS.	5.4		12.8					11.64								

**B-17-124 FERTILIZER - COOP
NON-BULK**

Item #	Description	UOM	AWARDED BIDDER
			Non-Bulk
1	6-2-0 (Milorganite)	LBS.	Diamond
2	24-2-11	LBS.	Residex
3	15-2-15	LBS.	Helena
4	15-0-15	LBS.	Residex
5	21-0-0	LBS.	Helena
6	21-0-0 (greens grade)	LBS.	Harrell's & Helena
7	Granular Sulfate of Potash (0-0-50-17s)	LBS.	Helena
8	0-0-21	LBS.	Helena
9	0-0-21 (greens grade)	LBS.	Helena
10	Liq. Micronutrient Soil Supplement	GALS.	SiteOne
11	13-3-13	LBS.	SiteOne
12	8-2-12	LBS.	Helena
13	Techmangam	LBS.	Harrell's
14	20-2-10	LBS.	Helena
15	9-2-24	LBS.	Helena
16	15-0-22	LBS.	Helena
17	16-2-8	LBS.	Residex
18	18-24-12	LBS.	Residex
19	20-20-20	LBS.	Howard
20	14-14-14	LBS.	Residex
21	19-0-19 WITH PRE-M	LBS.	Residex
22	24-2-11 Talstar 0.069 Plus	LBS.	Residex
23	24-2-11 Talstar granular insecticide	LBS.	Helena
24	22-2-11 Atrazine 1.05 Plus	LBS.	Helena
25	High manganese combo chelated micronutrients	GALS.	NO BIDS
26	13-2-13	LBS.	Helena
27	14-2-14	LBS.	Helena
28	14-2-14 (greens grade)	LBS.	Howard
29	24-0-11	LBS.	Residex
30	SuperThrive	GALS.	Diamond
31	21-2-11 with 1.00% Ronstar	LBS.	SiteOne
32	21-0-7	LBS.	Residex
33	Floratine Turgor Gallons	GALS.	NO AWARD
34	Floratine Per4Max Gallons	GALS.	NO AWARD
35	Gator Excel Iron Plus	GALS.	Residex
36	Gator Perform SRN 18-0-6	GALS.	Howard
37	Lesco 4-4-5 Chelated Iron Plus	GALS.	Residex
38	TerraMax Tazo B	GALS.	NO BIDS
39	Mirimichi Green Carboniz PN Soil Enhancer	GALS.	SiteOne
40	Mirimichi Green 9-0-1 C	GALS.	SiteOne
41	Mirimichi Green Nutri-Kelp 1-1-4	GALS.	SiteOne
42	20-0-10	LBS.	Helena
43	15-0-0	LBS.	NO BIDS
44	0-0-7	LBS.	SiteOne
45	31-3-1	LBS.	Residex
46	Prosecutor	GALS.	Diamond
47	Nonionic Surfactant 90/10	GALS.	SiteOne
48	Dylox 6.2	LBS.	Howard
49	Neutral Thrive 18-6-12	LBS.	SiteOne
50	23-0-23	LBS.	Helena
51	12-0-0	GALS.	Harrell's
52	26-4-11 with Ronstar 0.67%	LBS.	Helena
53	16-1-2	LBS.	Diamond
54	15-0-30	LBS.	Harrell's
55	6-0-0	LBS.	Residex
56	9-3-6	GALS.	Harrell's
57	0-0-30 Title Phyte	GALS.	Harrell's
58	Liquid Foliar 16-0-0	GALS.	Diamond

Item #	Description	UOM	Diamond R Fertilizer Co., Inc.	Green Technologies, LLC	Harrell's, LLC	Helena Chemical Co.	Howard Fertilizer & Chemical Co.	Residex, LLC	SiteOne Landscape Supply	Sunniland Fertilizer Corp
			Non-Bulk	Non-Bulk	Non-Bulk	Non-Bulk	Non-Bulk	Non-Bulk	Non-Bulk	Non-Bulk
1	6-2-0 (Milorganite)	LBS.	0.114	0.28	0.275		0.242	0.2386	0.196	
2	24-2-11	LBS.	0.33				0.309	0.298	0.365	
3	15-2-15	LBS.	0.35			0.32	0.349	0.3378	0.371	
4	15-0-15	LBS.				0.34	0.357	0.241	0.273	
5	21-0-0	LBS.	0.22		0.25	0.19	0.253	0.238	0.256	
6	21-0-0 (greens grade)	LBS.	0.255	0.56	0.23	0.23	0.3536		0.247	
7	Granular Sulfate of Potash (0-0-50-17s)	LBS.	0.49			0.38	0.434	0.425	0.464	
8	0-0-21	LBS.	0.299	0.44	0.305	0.25	0.299	0.298	0.308	
9	0-0-21 (greens grade)	LBS.	0.319	0.76	0.35	0.29	0.419		0.437	
10	Liq. Micronutrient Soil Supplement	GALS.	5.98				7.072	6.2	5.56	
11	13-3-13	LBS.	0.41				0.432	0.3996	0.364	
12	8-2-12	LBS.	0.415			0.41	0.422	0.4796	0.561	
13	Techmangam	LBS.	0.64		0.595		0.61	0.84	0.76	
14	20-2-10	LBS.	0.32			0.3	0.316	0.3096	0.322	
15	9-2-24	LBS.	0.38			0.31	0.362	0.3548	0.362	
16	15-0-22	LBS.	0.36			0.31	0.349	0.3276	0.355	
17	16-2-8	LBS.	0.284	0.38		0.27	0.299	0.2458	0.305	
18	18-24-12	LBS.	0.35			0.3	0.309	0.282	0.421	
19	20-20-20	LBS.	0.924		1.1		0.8752	0.9556	1.352	1.4
20	14-14-14	LBS.	0.75		0.82		0.85	0.3596	0.575	
21	19-0-19 WITH PRE-M	LBS.	0.91			0.44	0.584	0.3838	0.484	
22	24-2-11 Talstar 0.069 Plus	LBS.	0.4			0.36	0.393	0.3538	0.357	
23	24-2-11 Talstar granular insecticide	LBS.				0.33	0.39	0.3396	0.356	
24	22-2-11 Atrazine 1.05 Plus	LBS.				0.33	0.354	0.3396	0.419	
25	High manganese combo chelated micronutrients	GALS.								
26	13-2-13	LBS.	0.39			0.34	0.37	0.3558	0.858	
27	14-2-14	LBS.	0.37			0.29	0.34	0.339	0.704	
28	14-2-14 (greens grade)	LBS.	0.55		0.6		0.51	0.795	0.704	
29	24-0-11	LBS.	0.32			0.31	0.295	0.279	0.334	
30	SuperThrive	GALS.	116				121.17		121.17	
31	21-2-11 with 1.00% Ronstar	LBS.	0.725			0.72	0.787		0.679	
32	21-0-7	LBS.				0.34	0.472	0.3396	0.404	
33	Floratine Turgor Gallons	GALS.							8.76	
34	Floratine Per4Max Gallons	GALS.							8.76	
35	Gator Excel Iron Plus	GALS.	11.3				8.58	7.088	7.2	
36	Gator Perform SRN 18-0-6	GALS.	12.4				8.86	11.396	11.64	
37	Lesco 4-4-5 Chelated Iron Plus	GALS.						7.088	24.54	
38	TerraMax Tazo B	GALS.								
39	Mirimichi Green Carboniz PN Soil Enhancer	GALS.			0.4				0.51	
40	Mirimichi Green 9-0-1 C	GALS.							82.12	
41	Mirimichi Green Nutri-Kelp 1-1-4	GALS.							66.88	
42	20-0-10	LBS.	0.37			0.28	0.355	0.3058		
43	15-0-0	LBS.								
44	0-0-7	LBS.	0.4						0.26	
45	31-3-1	LBS.	0.41			0.26		0.204	0.293	
46	Prosecutor	GALS.	13.8				14	29.55	16.58	
47	Nonionic Surfactant 90/10	GALS.					15.8	39.5	12.72	
48	Dylox 6.2	LBS.			1.25		1.211	1.2766	1.22	
49	Neutral Thrive 18-6-12	LBS.							0.584	
50	23-0-23	LBS.	0.45			0.38		0.9396		
51	12-0-0	GALS.	8.2		11.2					
52	26-4-11 with Ronstar 0.67%	LBS.	0.57			0.54	0.544		0.893	
53	16-1-2	LBS.	0.41		0.725					
54	15-0-30	LBS.			1					
55	6-0-0	LBS.	12.4		26			3.33		
56	9-3-6	GALS.			14					
57	0-0-30 Title Phyte	GALS.	14.9		38			21.75	21.76	
58	Liquid Foliar 16-0-0	GALS.	6.2		12.8				11.64	

SUN-SENTINEL
Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

STATE OF FLORIDA

COUNTY OF: BROWARD/PALM BEACH/MIAMI-
DADE

Before the undersigned authority personally appeared MARK KUZNITZr, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11700-Advertisement for Bids

Town of Davie
FERTILIZER – COOPERATIVE BID

Was published in said newspaper in the issues of; May 28, 2017

4990389

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, and that the said newspaper has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, each day and has been entered as second class matter at the post office in BROWARD County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any discount, rebate, commission or refund, for the purpose of securing this advertisement for publication in the said newspaper.

Mark Kuznitz
Signature of Affiant
Sworn to and subscribed before me this: May 30, 2017.

Christine Ruffolo
Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

TOWN OF DAVIE
ITB NO. B-17-124
FERTILIZER – COOPERATIVE BID
Dear Potential Bidder:
The Town of Davie, Florida invites qualified contractors to submit responses in accordance with the requirements stated herein no later than 2:00 PM EST on JUNE 22, 2017 for ITB No. B-17-124 FERTILIZER – COOPERATIVE BID. Interested firms may secure the solicitation package and all other pertinent information by visiting: www.davie-fl.gov/bids or at DemandStar.com.
The Town of Davie, FL on behalf of the Southeast Florida Governmental Purchasing Cooperative Group is seeking bids from qualified bidders to provide the required commodity and services in full accordance with the scope of services, terms and conditions contained herein. The selection of the successful respondent(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all ITB responses.
Questions regarding this solicitation shall be submitted in writing to bids@davie-fl.gov no later than 5:00 PM EST on June 14, 2017. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Purchasing website and DemandStar.com. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.
Respondents shall submit One (1) original complete proposal package, One (1) duplicate copy of said package and One (1) flash drive or CD copy, to the Town of Davie Budget and Finance / Purchasing Division - Attention: Purchasing Manager, Brian K. O'Connor, 6591 Orange Drive Davie, FL 33314 on or before the due date stipulated above. All packages shall be clearly marked "ITB No. B-17-124 FERTILIZER – COOPERATIVE BID. The Town will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. Late submissions shall not be accepted.
Bid responses will be publicly opened and firm names read aloud in the Town Hall Council Chambers on the due date/time noted above. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.
/s/Brian K. O'Connor
Procurement Manager
Town of Davie
Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.
5/28/2017





BID OPENING REPORT

Solicitation # Title: B-17-124 Fertilizer – Cooperative Bid

Due Date: 06/22/17 Due Time: 2:00 PM

<u>Company Name</u>	<u>Bid Amount</u>	<u>Ranking</u>
1. <u>Sunniland Fertilizer Corp.</u>	_____	_____
2. <u>Siteone Landscape Supply</u>	_____	_____
3. <u>Harrell's, LLC</u>	_____	_____
4. <u>Residex, LLC</u>	_____	_____
5. <u>Howard Fertilizer</u>	_____	_____
6. <u>Diamond R Fertilizer Co Inc.</u>	_____	_____
7. <u>Green Technologies, LLC</u>	_____	_____
8. <u>Helena Chemical Company</u>	_____	_____
9. _____	_____	_____
10. _____	_____	_____

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED. THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL:  DATE: 6/22/17
WITNESS:  DATE: 6-22-17



ADDENDUM TO BID DOCUMENTS

SOLICITATION ITB #B-17-124 Fertilizer

06/22/2017
at 2:00PM

ADDENDUM No. 1 BID OPENING DATE EST TODAY'S DATE 6/7/2017

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

Clarification

The following bid item Units of measure are hereby changed to Gallons:

46, 47, 51, 55, 56, 57, 58

Reviewed by:

Purchasing Manager
Purchasing Division

Acknowledged by:
_____ Contractor
_____ Authorized Representative (<i>Printed</i>)
_____ Title
_____ Signature
_____ Date

Company Submitting Bid

INVITATION TO BID



ITB NO:	B-17-124
TITLE:	FERTILIZER (COOPERATIVE BID)
AVAILABLE:	MAY 30, 2017
DUE TIME/DATE:	2:00 PM EST ON JUNE 22, 2017
SUBMIT TO:	TOWN OF DAVIE – Procurement Division Brian K. O'Connor C.P.M. 6591 Orange Drive Davie, FL 33314
TOD COUNCIL APPROVAL:	JULY 2017
BONDS:	N/A

SOLICITATION PACKAGES ARE AVAILABLE AS A FREE DOWNLOAD ON THE TOWN OF DAVIE BID NOTICE BOARD:

<http://www.davie-fl.gov/bids>

Town of Davie
FERTILIZER – COOPERATIVE BID

TOWN OF DAVIE
ITB NO. B-17-124
FERTILIZER – COOPERATIVE BID



Dear Potential Bidder:

The Town of Davie, Florida invites qualified Bidders to submit responses in accordance with the requirements stated herein no later than **2:00 PM EST on June 22, 2017** for **ITB No. B-17-124 FERTILIZER – COOPERATIVE BID**. Interested firms may secure the solicitation package and all other pertinent information by visiting www.davie-fl.gov/bids or at DemandStar.com.

The Town of Davie, FL on behalf of the Southeast Florida Governmental Purchasing Cooperative Group is seeking bids from qualified bidders to provide the required commodity and services in full accordance with the scope of services, terms and conditions contained herein. The selection of the successful respondent(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all ITB responses.

Questions regarding this solicitation shall be submitted in writing to bids@davie-fl.gov no later than **5:00 PM EST on June 14, 2017**. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Purchasing website and DemandStar.com. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit **One (1) original complete proposal package, One (1) duplicate copy of said package and One (1) flash drive or CD copy**, to the **Town of Davie Budget and Finance / Purchasing Division – Attention: Purchasing Manager, Brian K. O'Connor, 6591 Orange Drive Davie, FL 33314** on or before the due date stipulated above. All packages shall be clearly marked "**ITB No. B-17-124 FERTILIZER – COOPERATIVE BID**". The Town will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. **Late submissions shall not be accepted.**

Bid responses will be publicly opened and firm names read aloud in the Town Hall Council Chambers on the due date/time noted above. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

Brian K. O'Connor
Procurement Manager
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

**Town of Davie
FERTILIZER – COOPERATIVE BID**

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SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Administrator and approved by the Town Administrator and/or Town Council.

Contract: The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to

Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Administrator: Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Town: A political subdivision, Incorporated Town within Broward County of the State of Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members.

Town Administrator: The Administrator of the Town of Davie, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Towns Project Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the Town of Davie.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the Town to the Con-

Town of Davie
FERTILIZER – COOPERATIVE BID

tractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Owner: The term Owner as used in this Contract shall mean the Town of Davie.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words **“Work”**, **“Services”**, **“Program”**, or **“Project”**: All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words **“Directed”**, **“Required”**, **“Permitted”**, **“Ordered”**, **“Designated”**, **“Se-**

lected”, **“Prescribed”**, or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Project Manager or; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Project o Manager. In resolving disputes and in all respects the Town Administrator's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at www.davie-fl.gov/purchasing.

1.3 LOCAL PREFERENCE

NOT APPLICABLE – COOPERATIVE BID

1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities for delivery of material and equipment as required by the bid conditions. No 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 be accepted as a basis for varying the requirements of the Town or the compensation due the bidder.
- C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Purchasing Code and applicable County Ordinances, State Statutes and Federal Statutes.

Town of Davie
FERTILIZER – COOPERATIVE BID

1.5 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

1.6 DESCRIPTION OF SUPPLIES

- A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."
- B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.
- C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as

specified.

- D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.
- E. The Town shall be the sole judge of equality and its decision shall be final.

1.7 SUBMISSION OF BIDS

- A. Bids and Addenda thereto shall be enclosed in sealed envelopes addressed to the Town of Davie Purchasing Department, 6591 Orange Drive Davie, Florida 33314. The name and address of the bidder, the bid number, the date and hour of the bid opening, and the bid name shall be placed on the outside of the envelope.
- B. Bids must be submitted on the forms furnished. E-mailed and facsimile bids will not be considered. Bids shall be dated and time stamped prior to bid opening. Bidders shall have sole responsibility of insuring delivery of bids on time and to the proper location.
- C. Bidders requesting a copy of the bid tabulation shall include a stamped, self-addressed envelope. OR can request a copy be e-mailed to them.
- D. Bids should be submitted in duplicate. Submit one original and one copy. Please include in your proposal package a CD or flash drive containing a PDF file of the entire original submission.

1.8 ADDENDA

The Purchasing Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Town may waive this requirement in its best interest.

Town of Davie
FERTILIZER – COOPERATIVE BID

1.9 REJECTION OF BIDS

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.10 WITHDRAWAL OF BIDS

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The Town will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

1.11 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

1.12 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Manager in accordance with the deadline stated herein. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Procurement Manager five (5) days prior to the scheduled opening.

1.14 INVOICING/PAYMENT

All invoices should be sent to: Town of Davie, Finance Department, 6591 Orange Drive, Davie, Florida 33314. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

1.15 DISCOUNTS

- A. Bidders may offer a discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.16 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services 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 practices in the industry and as determined by the proper authorities of the Town.
- B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense

Town of Davie
FERTILIZER – COOPERATIVE BID

incurred in connection with this bid or otherwise.

1.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town:

Attention: Osdel Fernandez-Larrea, Director, Public Works
6901 Orange Drive
Davie, FL 33314
Phone: (954) 797-1240
Email: Osdel_Fernandez-Larrea@davie-fl.gov

To the Procurement Division:

Brian K. O'Connor, Procurement Manager
Purchasing Division
6591 Orange Drive
Davie, FL 33314
Phone: (954) 797-1016 Fax: (954) 797-1049
Email: boconnor@davie-fl.gov

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, and fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.18 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the Town of Davie. The Contractor shall supply competent and physically capable employees and the Town is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

1.19 AWARD OF BID

- A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and is most advantageous to the Town. If lowest fails to comply, then the second will be called upon, and so on.
- B. The Town 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.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor (s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).
- D. Successful Bidder shall be notified in writing of award.
- E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order.

1.20 BID PROTESTS

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town's website within two (2) working days after the posted review committee meeting.

If a vendor feels that they have been treated unfairly with regards to the results of a solicitation, or the resulting recommendation for award, they may protest the Town's action as follows:

- 1. The vendor must submit a letter to the Procurement Manager detailing the nature of the protest along with two (2) cashier's checks within three (3) working days of the notice of intent to award. The first check will be in the amount of \$500 (hereinafter called "the administrative fee"). The second check will be in the amount of 1% of the bid amount (hereinafter called "the protest bond"). The Town's notices of intent to award are posted on the Town of Davie website.
- 2. If the Procurement Manager receives a bid protest letter along with the administrative fee and the protest bond as described above, the bid award

Town of Davie
FERTILIZER – COOPERATIVE BID

process will be suspended and the protest will be referred to the Bid Protest Committee. However, if the project is needed to protect the health, safety, and/or welfare of the residents of the Town of Davie, the award of the project will proceed without interruption. The Bid Protest Committee shall consist of three (3) Town of Davie staff member to be selected by the Town Administrator. The Procurement Manager and the employee that wrote the recommendation for award may not sit as a member of the Bid Protest Committee. However, the Procurement Manager and the staff member that wrote the recommendation for award shall be present at the hearing of the Bid Protest Committee to answer any questions pertaining to the bid process or the evaluation process.

3. The Bid Protest Committee shall schedule a hearing within ten (10) working days of receipt of the protest letter. All parties having an interest in the outcome will be notified of the date and time of the hearing. If the bid protest is denied, the vendor will forfeit the protest bond. If the protest is upheld, the protest bond will be returned to the vendor. The administrative fee shall be non-refundable in all cases.
4. If the Bid Protest Committee denies the protest, the aggrieved vendor may appeal his/her case to the Davie Town Council. In order to appeal, the vendor must notify the Town Administrator within three (3) working days of the Bid Protest Committee's ruling. Upon notification, the Town Administrator will schedule the appeal as an agenda item on the next available Town Council agenda. All bidders will be notified of the agenda date.
5. Once the bid protest is resolved, the Town will proceed with the bid award. Except as exempted in 2 above.

1.21 AGREEMENT

An agreement shall be sent to the awarded bidder to be signed, witnessed, and returned to the Town for execution. The Town will provide a copy of the fully executed agreement to the awarded bidder.

1.22 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

- A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.
- B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.
- C. Insufficient financial or company size, in

the Town's opinion, to perform the requirements of the contract.

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town may result in termination of the contract for default.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval.

1.25 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Town. The Town as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.26 COLLUSION

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.27 MAINTAINING BID STATUS

To be retained on the active bidders list, bidder MUST respond to this Invitation to Bid. To protect your status as an active bidder, please complete and return the last page of the bid proposal form indicating reason for "No Bid" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

1.28 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a

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contract, shall save harmless and fully indemnify the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.29 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the Town in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the Town in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the Town shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.30 CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide

the Town of Davie 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 cost provided in the applicable Florida Statutes.

3. 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 public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain the public records as required by the Florida Statutes.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at 954-797-1000, [Evelyn Roig@Davie-FL.gov](mailto:Evelyn.Roig@Davie-FL.gov) , 6591 Orange Drive, Davie, FL 33314.

1.31 REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

1.32 EXCEPTIONS TO PROPOSAL

The bidder must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Bidder to comply with the particular term and/or condition of the solicitation to which the Bidder took exception to (as said term and/or condition was originally set forth on the solicitation.)

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1.33 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

1.34 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.35 CONFLICT OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and not withstanding application of conflicts of law principles.

1.36 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.37 QUANTITIES

The Town specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the proposal form by the bidder.

1.38 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the contractor and return product at bidder's expense.

1.39 WARRANTY

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Town, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.40 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.41 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for additional twelve month periods if agreed to in writing by both parties.

1.42 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

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1.43 SAFETY DATA SHEET (SDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance as a condition of the award of the bid by the Town.

1.44 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

1.45 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the Town. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

1.46 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.47 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not

award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.48 DRUG-FREE WORKPLACE PROGRAM

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

1.49 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating understanding and compliance with the Town's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low bidder may be given the opportunity to submit the form to the Town within five calendar days after notification by the Town, if this is determined to be in the best interest of the Town.

1.50 ACCESS TO RECORDS

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement and upon request make them available to the Town for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

1.51 INSURANCE REQUIREMENTS

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all em-

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employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

2. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.

NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

1.52 TOWN WEBSITE

Bids, addenda, Intent to Awards, and other information is available on the Purchasing Division's "Purchasing" page, which can be found at: www.davie-fl.gov/purchasing.

1.53 DISCLAIMER

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this

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Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.54 CONFIDENTIALITY

As a political subdivision, the Town of Davie is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the Town of Davie's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.55 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The Town of Davie's solicitation and any associated addenda and attachments thereof, and
- C. The Contractor's Proposal.

1.56 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof

shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Project Administrator.

The Contractor acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.57 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Town shall have no obligation to pay the Contractor any additional sum(s) in excess of

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this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and the Contractor.

All Services undertaken by the Contractor before Town's approval of this Contract shall be at the Contractor's risk and expense.

1.58 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Town at any time during the Contract term, including any renewal or extension thereof.

1.59 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient work due to his errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

1.60 MANNER OF PERFORMANCE

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Town, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. The Contractor agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of

the Town. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

1.61 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees and agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

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1.62 AUTHORITY OF THE TOWN'S PROJECT ADMINISTRATOR

- A. The Contractor hereby acknowledges that the Town's Project Administrator will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manger, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manger's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable,

including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.63 MUTUAL OBLIGATIONS

- A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

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**1.64 QUALITY ASSURANCE/QUALITY ASSURANCE
RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.65 AUDITS

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

1.66 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.67 SUBCONTRACTUAL RELATIONS

A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the sub-

contractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

- B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.
- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.
- E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by

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such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

1.68 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Town were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Town makes no representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.69 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.70 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Town may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Town through fraud, misrepresentation or material misstatement.
- B. The Town may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Town, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for Town's right to terminate this Agreement for convenience.

- D. The Town, through its Town Administrator, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Town, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement may be debarred from Town contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town:
 - 1. Stop work on the date specified in the notice ("the Effective Termination Date");
 - 2. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
 - 3. Cancel orders;
 - 4. Assign to the Town and deliver to any location designated by the Town any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
 - 5. Take no action which will increase the amounts payable by the Town under the Agreement.
- G. In the event that the Town exercises its right

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to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

1.71 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;
 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 5. The Contractor has failed to obtain the approval of the Town where required by the Agreement;
 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and

7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town may request that the Contractor, within the time frame set forth in the Town's request, provide adequate assurances to the Town, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town receives such assurances the Town may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the Town shall terminate the Agreement for default, the Town or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.72 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

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The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

1.73 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the Town for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Town and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.
- C. In the event any Deliverable or anything provided to the Town hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the Town whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Town may reject

any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.

- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.74 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the Town of Davie is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession may constitute or contain information or materials which the Town has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town and, if the Computer Software has been leased or purchased by the Town, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.75 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the Town retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town to the Contractor hereunder or furnished by the Contractor to the Town and/or

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created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.

- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" shall become the property of the Town.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Town, except as required for the Contractor's performance hereunder.
- D. Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Town or entities controlling, controlled by, under common control with, or affiliated with the Town, or organizations which may hereafter be formed by or

become affiliated with the Town. Such license specifically includes, but is not limited to,

- E. the right of the Town to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town or entities controlling, controlled by, under common control with, or affiliated with the Town, or organizations which may hereafter be formed by or become affiliated with the Town. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.76 ETHICS

In accordance with Section 2-327 of the Town's Code requires that the town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all bidders are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

1.77 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- C. Environmental Protection Agency (EPA), as applicable to this Contract.
- D. All contractors and subcontractors performing work in connection with this Contract shall

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provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the non-discrimination law.

- E. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.
- F. Florida Building Code (FBC).
- G. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

1.78 NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.79 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those

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provided by statute, the stricter standard shall apply.

- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Project Administrator. Contractor shall thereafter cooperate with the Town's review and investigation of such information, and comply with the instructions Contractor receives from the Project Administrator in regard to remedying the situation.

1.80 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the Town:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any contractor, department, board, agency, council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and
- C. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town, except as may be required by law.

1.81 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.82 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

1.83 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.84 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.85 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

1.86 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Town as duly authorized expressions on behalf of Contractors.

1.87 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest

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index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled by the Town upon giving thirty (30) days written notice to the Contractor.

1.88 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has Town elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Town Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Town's bidder lists, and prohibition from engaging in any business with the Town.

1.89 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.90 E-VERIFY

Contractor acknowledges that the Town may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the Town and a State agency. Contractor shall be responsible for com-

plying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the Town and a State Agency, and reporting to the Town any required information. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

1.91 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the Town or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

1.92 BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.93 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the Town.

1.94 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.95 SOVEREIGN IMMUNITY

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Nothing in the Agreement shall be interpreted or construed to mean that the Town waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.96 SUBMISSION AND RECEIPT OF BIDS

Bids having any erasures or corrections must be initialed and dated by the bidder in ink. This bid document shall be typewritten or filled in with pen and ink.

1.97 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE TOWN OF DAVIE

The Town of Davie has an exclusive solid waste franchise agreement with Waste Management, Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C & D) debris as defined within Florida Statutes Chapter 403. All applicants for bids to perform construction work for the Town of Davie shall be subject to the requirements found in the Town's exclusive solid waste franchise agreement and must contract with Waste Management for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Waste Management dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact Kay Hurley, Waste Management Construction Services Account Manager at (954) 439-4067 or khurley@wm.com.

For further information related to bid specifications related to solid waste franchise requirements, please contact Brian O'Connor, Procurement Manager, at (954) 797-1016 or boconnor@davie-fl.gov.

For solid waste franchise enforcement questions, please contact the Town of Davie Program Division's representative at (954) 797-1045 or Danny Stallone, Code Compliance Official at (954) 693-8237.

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE TOWN OF DAVIE, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE TOWN OF DAVIE'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THEM. ENFORCEMENT ACTION MAY IN-

CLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO \$15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO \$1,000/DAY FOR FIRST VIOLATIONS, UP TO \$5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to the Town.

Any variations from bid specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Proposed Specifications". If no exceptions are noted, it shall be understood that the specifications will be adhered to exactly as listed in the specifications section of this document.

Where an "or equal" is specified, the Town shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Town in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Division in writing by the deadline specified herein to allow sufficient time to resolve all discrepancies.

2.2 COOPERATIVE BID

The successful supplier(s) will furnish fertilizers necessary for the day-to-day operations of agencies participating in the cooperative bid. Supplier(s) will be required to make deliveries to locations as specified by the ordering agencies. Any reference in the bid documents to a single entity shall apply to all participating entities referenced in the bid.

The terms and conditions of the individual contracts and/or purchase orders including, but not limited to provisions regarding invoicing, individual delivery points, delivery instructions, and insurance requirements shall be established individually by each participating governmental entity prior to award.

MUNICIPALITIES AND OTHER GOVERNMENTAL ENTITIES WHICH ARE NOT MEMBERS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP ARE STRICTLY PROHIBITED FROM UTILIZING ANY CONTRACT OR PURCHASE ORDER RESULTING FROM THIS BID. HOWEVER, OTHER CO-OP MEMBERS MAY PARTICIPATE IN THIS CONTRACT DURING THE RENEWAL PERIOD PROVIDED IT IS ACCEPTABLE TO THE VENDOR(S).

Some of the co-op members may currently have a contract in place for the commodities listed herein. Those entities may participate in this bid at the expiration of their current contracts.

2.3 PARTICIPATING AGENCIES

Participating agencies that have supplied quantities are as follows:

City of Boca Raton	City of Lauderdale Lakes
City of Boynton Beach	City of Lauderhill
City of Coconut Creek	City of Margate
City of Cooper City	City of Miramar
City of Coral Springs	City of North Miami Beach
Town of Davie	City of Oakland Park
City of Deerfield Beach	City of Pompano Beach
City of Fort Lauderdale	Village of Royal Palm Beach
City of Green Acres	City of Sunrise
City of Hallandale Beach	City of Tamarac
City of Hollywood	City of Wilton Manors

2.4 COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and equipment to complete the Scope of Services. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

2.5 APPLICABLE LICENSES AND CERTIFICATIONS

A copy of the Contractor's Licenses or Certifications shall be enclosed with proposal.

2.6 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract shall be for a period of three (3) years from execution of the agreement. In addition, the Town reserves the right to renew the contract for two (2) additional one (1) year periods (for a total of five (5) years), providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the Town Administrator and the Town Council of the Town of Davie.

2.7 PRICE INCREASES

The Town realizes that price increases may occur during the term of this contract. Awarded suppliers will be permitted to submit any requests for price increase once every six (6) months. All requests must be submitted with supporting documentation to specifically substantiate the increase. The Town will review any such requests for price increases and advise the vendor within fourteen (14) calendar days of the status of the request. If a vendor asks for a price increase and that price increase puts their bid above the price of the next lowest bidder, the Town will contact that next lowest bidder. If that next lowest bidder agrees to keep the original bid price firm, the Town reserves the right to transfer the award to the vendor keeping their price firm (making them the new lowest bidder). In all cases, the Town reserves the right to accept or reject any request for a price increase.

2.8 REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at bids@davie-fl.gov.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all bidders by written addenda. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

2.9 SCHEDULE OF EVENTS

The Town will use the following tentative time schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

Event	Date
Bid Available	5/30/2017
Pre Bid Meeting	Not Applicable
Last Date Receipt of Questions (by 5:00 pm EST)	06/14/2017
Bids Due (by 2:00 pm EST)	06/22/2017

2.10 UNIT OF MEASURE

Where specified, Bidders MUST bid on the unit of measure requested on the pricing pages regardless of the packaging size.

2.11 EVALUATION & SELECTION METHOD AND CRITERIA

All bids will be reviewed and evaluated by the Town Administrator or his designee. A recommendation for award will be submitted to the Town Administrator for final approval. The bids shall be evaluated based on lowest price.

Award will be made only to responsible, licensed firm(s) possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

2.12 SIGNED BID CONSIDERED AN OFFER

This signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Town of Davie, if required, and in case of default on the part of the bidder or contractor after such acceptance, the Town of Davie may take such action as it deems appropriate including legal action for the damages or specific performance.

2.13 QUANTITIES

No warranty or guarantee is given or implied as to the total amounts to be purchased resulting from this contract. The quantities stated in this bid are estimates of annual usage, to be used for bid comparison purposes only. All products will be ordered on an as needed basis.

No minimum quantity per shipment can be guaranteed. However, some of the larger agencies may be able to accept shipments of one (1) ton or more. Therefore, vendors may quote a price for "BULK" which shall be the price for one ton or more in a single shipment and "NON-BULK" which shall be the price for any quantity less than one ton. All shipments shall be made in the appropriately sized bags regardless of quantities ordered.

2.14 EMPLOYEES

Contractor shall provide licensed and insured employees as required by Local, State, and/or Federal Regulations. All work must be performed following EPA requirements and OSHA safety standards and regulations.

Contractor shall provide the Town with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager / supervisor.

2.15 SUPERVISION

The Contractor is to be responsible for his employees and subcontractors, and for compliance with all laws and ordinances governing the work. He shall have at all times a competent representative available to answer questions or handle problems, who shall be satisfactory to the Town.

2.16 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

The Contractor shall take extra precaution to protect all property while conducting services. If property (public or private) is damaged while contractor is conducting services, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the Town of Davie prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

2.17 CONTRACTOR'S REPRESENTATIONS

Contractor must familiarize itself with the nature and extent of the Contract Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Contractor must give Contract Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Contract Manager is acceptable to Contractor.

2.18 CONTRACT AWARD

The Town of Davie reserves the right to accept or reject any or all bids. The Town further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the Town. Any contract, as a result of this solicitation, will be submitted to Town Administrator for considerations and may be submitted to the Town Council for their approval.

Each participating agency will award the bid and execute its own contract with the Contractor(s) in accordance with their respective purchasing policies and procedures.

END OF SECTION

SECTION 3.0 SPECIFICATIONS

3.1 PURPOSE

The Town of Davie is soliciting bids for a term contract for the purchase of fertilizers. This is a cooperative bid issued by the Town of Davie as the lead agency of the Southeast Florida Governmental Purchasing Cooperative Group on behalf of the participating agencies referenced within the specifications, for the purchase of their annual requirements.

3.2 DELIVERY

The Contractor(s) assumes the responsibility of delivering all items ordered within ten (10) calendar days after receipt of order. The Contractor(s) shall advise the using department if any items ordered are non-stock items and identify the expected delivery date of those items. All containers must be labeled and Contractor(s) must supply MSDS sheets (as described in section V.) with each delivery in accordance with OSHA Hazard Communication (29 CFR 1910.1200).

Delivery requirements, delivery locations, and dates will be established with the Contractor(s) by each individual participating agency. Contractor(s) shall await release by the authorized contact person at each agency for all shipments. Contractor(s) must agree to accept "blanket" purchase orders, with verbal requests for partial shipments, regardless of quantity, if requested by the participating entities.

3.3 PRODUCTS

Product specifications are provided within the Bid Form Section 4.0.

3.4 SAFETY PROTOCOLS

Each delivery truck shall remain in excellent condition. Each truck shall have a capable driver, trained in the proper handling of the substances detailed herein, related use and operation of equipment for unloading and securing transfer of product.

Each shipment shall carry with it, clear identification of the material and a warning of potential danger in handling. For the tank truck shipments, information accompanying the bill of lading shall include the name of the product, net weight or volume of the contents, the percentage strength of the product, the name and address of the manufacturer, the lot number, brand name, if any, and shall bear such other markings as are required by applicable laws.

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a Safety Data Sheet (SDS). The SDS must be maintained by the using agency and must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, corrosion, and reactivity.
 - 2) The known acute and chronic health effects of risks from exposure, including medical conditions which are generally recognized as being aggravated by exposure to the toxic substance.
 - 3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal, and first aid.
- E. A description, in lay terms, of the known specific health risks posed by the toxic substance intended to alert any person reading this information.
- F. 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.

Any questions regarding this requirement should be directed to:
Department of Labor and Employment Security
Bureau of Industrial Safety and Health, Toxic Waste Information Center
2551 Executive Center West, Tallahassee, FL 32301-5014
Telephone: 1-800-367-4378

3.6 INVOICING

Invoicing is to be done for each shipment. The invoice is to reflect the purchase order number, tank truck number, ordering agency, unit price, extensions, and total billed and any allowable cash discounts.

3.7 TESTING

The Town/Participating Agency reserves the right to have the product supplied tested at any time during the contract period. An independent laboratory would do such testing. Additionally, the facilities of the Florida State Department of Agriculture Testing Laboratories may be used for any referee testing.

Failure to meet specifications will result in the testing rate costs to be borne by the supplier.

During the term of the contract, effectiveness of the product furnished must meet or exceed the performance established in the test runs. If the product furnished fails to perform as has been established, the Town/Participating Agency reserves the right to request product replacement, or further reserves the right to terminate the contract if characteristics of the product cause difficulties in utilization or are ineffectual in the treatment process.

END OF SECTION

SECTION 4.0 BID FORM

NAME OF COMPANY BIDDING _____

NAME OF CONTACT PERSON _____

CONTACT PERSON EMAIL ADDRESS _____

CONTACT PERSON PHONE NUMBER _____

COMPANY BUSINESS DAYS/HOURS _____

Bid Notes:

1. No warranty or guarantee is given or implied as to the total amounts to be purchased resulting from this contract. The quantities stated in this bid are estimates of annual usage, to be used for bid comparison purposes only. All products will be ordered on an as needed basis.
2. No minimum quantity per shipment can be guaranteed. However, some of the larger agencies may be able to accept shipments of one (1) ton or more. Therefore, vendors may quote a price for "BULK" which shall be the price for one ton or more in a single shipment and "NON-BULK" which shall be the price for any quantity less than one ton. All shipments shall be made in the appropriately sized bags regardless of quantities ordered.
3. Product delivery shall be in accordance with Section 3.2.
4. Where spec is not provided, Bidder shall attach specification for the brand they are bidding.
5. Bidder shall enter "NO BID" for product they are not bidding.

Item 1: 6-2-0 (Milorganite) 100% Natural Organic Fertilizer

Guaranteed Analysis:

Nitrogen	6.00%
Water Soluble Organic Nitrogen	1.00%
Water Insoluble (N)	5.00%
Available Phosphoric Acid	2.00%
Soluble Potash	0.00%
Iron	0.50%

Derived From: Digested Sewage Sludge

Approximate annual usage 60,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 2: 24-2-11 (St. Augustine and Bahia Fertilizer)

Approximate Analysis:

Total Nitrogen	24.00%
Ammoniacal Nitrogen	1.90%
Urea Nitrogen	22.10%
Phosphoric Acid	2.00%
Soluble Potash	11.00%
Chlorine (not more than)	8.75%

Primary Plant Nutrient Sources: Poly Coated Sulfur Coated Urea (or 50% Poly Coated Urea), Urea, Diammonium Phosphate, Muriate of Potash

Additional Nutrients:

Iron (Fe)	3.00%
Manganese (Mn)	1.00%

Bulk Density: 50-60 lbs. per cubic ft.

Screening Size: 90% pass through a 6 mesh and retained on a 16 mesh U.S. sieve.

High density, dust free, uniform size granular fertilizer. NO INERT FILLERS. 100% Plastic Bags-**NO PAPER**.

*The urea nitrogen has been poly-sulfur coated to provide 9.6 units coated slow release Nitrogen (N).

Approximate annual usage	210,000 lbs.
Preferred Packaging	50 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 3: 15-2-15 (Bermuda, St. Augustine, Bahia Fertilizer)

Approximate Analysis:

Total Nitrogen (N)	15.0%
Ammoniacal Nitrogen	1.95%
Urea Nitrogen (CSRN 5.60)	13.05%
Available Phosphoric Acid (p205)	2.00%
Soluble Potash (k20)	15.00%
Primary Plant Nutrient Sources: Poly coated sulfur coated urea (or 100% Poly coated urea), urea, diammonium phosphate, sulfate of potash, sulfate of potash-magnesia.	
Total Magnesium (mg)	2.00%
Water soluble magnesium (mg)	2.00%
Iron (fe)	2.00%
Manganese (mn)	2.00%
Sulfur (s)	2.00%
Free (s)	2.50%
Combined (s)	7.60%

*The urea nitrogen has been poly-sulfur coated to provide 6.75 units of coated slow release nitrogen (N)

Bulk Density: 50-60 lbs. per cubic ft.

Screen Size: 90% pass through a 6 mesh and retained on a 16 mesh U.S. sieve.

High density, dust free, uniform particle size. NO INERT FILLERS. 100% Plastic Bags-**NO PAPER**.

Approximate annual usage	160,000 lbs.
Preferred Packaging	50 lb. bags
BULK Price	\$ _____/lb.
NON-BULK Price	\$ _____/lb.
Manufacturer and Trade Name	_____
Packaging	_____

Item 4: 15-0-15 Weed & Feed fertilizer with 0.92% atrazine.

Approximate Analysis:

Total Nitrogen	15.00%
Nitrogen	0.85%
Urea Nitrogen	16.15%
Soluble Potash	15.00%

Primary Plant Nutrient Sources: Poly coated sulfur coated urea (or 100% poly coated urea), urea, sulfate of potash.

Iron (Fe)	0.25%
Manganese (Mn)	0.13%

*The urea has been poly-sulfur coated to provide 3.19 units coated slow release Nitrogen (N).

Bulk density: 60-70 lbs. per cubic ft.

Sieve size: 90% of particles pass through a 12 mesh and retained on a 40 mesh U.S. sieve.

High density, dust free, uniform granular size. NO INERT FILLERS. 100% Plastic Bags-**NO PAPER.**

Approximate annual usage	240,000 lbs.
Preferred Packaging	50 lb. bags
BULK Price	\$ _____/lb.
NON-BULK Price	\$ _____/lb.
Manufacturer and Trade Name	_____
Packaging	_____

Item 5: Ammonium Sulfate 21-0-0 (Prill Type-Turf Grade)

Approximate Analysis:

Total Nitrogen	21.00%
Ammoniacal Nitrogen	21.00%
Derived from: Ammonium Sulfate	

Bulk Density 50-60 lbs. per cubic foot

Sieve size: 90% pass through 6 mesh and retained on 16 mesh (U.S.). High density, dust free, uniform size granular fertilizer. 100% Plastic Bags-**NO PAPER.**

Approximate annual usage	90,000 lbs.
Preferred Packaging	50 lb. bags

BULK Price \$ _____/lb.
 NON-BULK Price \$ _____/lb.
 Manufacturer and Trade Name _____
 Packaging _____

Item 6: Ammonium Sulfate 21-0-0 (Prill Type-Turf Grade). SAME AS PREVIOUS ITEM EXCEPT THIS ITEMS IS "GREENS GRADE"

Approximate Analysis:
 Total Nitrogen 21.00%
 Ammoniacal Nitrogen 21.00%
 Derived from: Ammonium Sulfate

Bulk Density 50-60 lbs. per cubic foot
 Sieve size: 90% pass through 6 mesh and retained on 16 mesh (U.S.). High density, dust free, uniform size granular fertilizer. 100% Plastic Bags-**NO PAPER**.

Approximate annual usage 60,000 lbs.
 Preferred Packaging 50 lb. bags
 BULK Price \$ _____/lb.
 NON-BULK Price \$ _____/lb.
 Manufacturer and Trade Name _____
 Packag- ing _____

Item 7: 0-0-50-17s Granular Sulfate of Potash (potassium sulfate) K2SO4 (Prill type-turf grade)

Approximate Analysis:
 Soluble Potash (K2O) 50.00%
 Sulfur (S) 17.30%
 Chlorine (CL) not more than .30%

Bulk Density: 75 lbs. per cubic ft.
 Sieve size: 90% pass through 6 mesh and retained on a 16 mesh (U.S.). High density, dust free, uniform size granular fertilizer. 100% Plastic Bags-**NO PAPER**.

Approximate annual usage 10,000 lbs.
 Preferred Packaging 50 lb. bags
 BULK Price \$ _____/lb.
 NON-BULK Price \$ _____/lb.
 Manufacturer and Trade Name _____
 Packaging _____

Item 8: 0-0-21 Sulfate of Potash-Magnesia

Guaranteed Analysis:	
Soluble Potash (K ₂ O)	21.00%
Magnesium (Mg) Total	11.00%
Sulfur (S) Total	20.00%
Derived From: Sulfate of Potash-Magnesia	
Chlorine (Cl) max	2.00%

Sieve size: 90% pass through 6 mesh and retained on a 16 mesh (U.S.). High density, dust free, uniform size granular fertilizer. 100% Plastic Bags-**NO PAPER**.

Approximate annual usage 20,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price \$_____/lb.

NON-BULK Price \$_____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 9: 0-0-21 Sulfate of Potash-Magnesia. SAME AS PREVIOUS ITEM EXCEPT THIS ITEMS IS "GREENS GRADE"

Guaranteed Analysis:	
Soluble Potash (K ₂ O)	21.00%
Magnesium (Mg) Total	11.00%
Sulfur (S) Total	20.00%
Derived From: Sulfate of Potash-Magnesia	
Chlorine (Cl) max	2.00%

Sieve size: 90% pass through 6 mesh and retained on a 16 mesh (U.S.). High density, dust free, uniform size granular fertilizer. 100% Plastic Bags-**NO PAPER**.

Approximate annual usage 10,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price \$_____/lb.

NON-BULK Price \$_____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 10: Liquid Micronutrient Soil Supplement

Guaranteed analysis:

Magnesium (Mg) Total	1.00%
1.00% water soluble magnesium (Mg)	
Sulphur (S) Total	5.75%
5.75% Combined Sulfur (S)	
Iron (FE) Total	3.00%
2.75% Chelated Iron (Fe)	
Manganese (Mn)Total	4.00%
3.75% Chelated Manganese (Mn)	

Derived from: Magnesium Sulfate, Iron Sulfate, Iron Lignin Sulfonate, Manganese Sulfate, and Manganese Lignin Sulfonate

This is a chelated nutrient solution.

Approximate annual usage	2000 Gals.
Preferred Packaging	2 1/2 gal. containers and 55 gal. drums

Net Unit Price \$ _____/gal. (for 2 /12 gal container)

Net Unit Price \$ _____ /gal. (for 55 gal. drum)

Manufacturer and Trade Name _____

Packaging _____

Item 11: 13-3-13 Tree and Palm Fertilizer

Approximate Analysis:

Total Nitrogen	13.00%
Ammoniacal Nitrogen	1.15%
Urea Nitrogen	11.85%
Phosphoric Acid (p2o5)	3.00%
Soluble Potash	13.00%
Chlorine (CL) not more than	2.00%

Primary Plant Nutrient Sources: Poly coated sulfur coated urea (Poly coated urea), urea, Di-ammonium phosphate, poly coated sulfur coated (poly coated sulfate of potash) Sulfate of Potash, sulfate of potash-magnesia.

Magnesium (Mg) as water soluble	5.00%
Boron (B)	0.03%
Copper (Cu)	0.03%
Iron (Fe)	1.90%
Manganese (Mn)	5.00%
Zinc (Zn)	0.06%
Sulfur (S)	10.30%

*The urea nitrogen and soluble potash materials have been poly sulfur coated to provide 5.85 units coated slow release nitrogen (N) and 2.45 units coated slow release soluble potash (K2O)

Bulk Density: 50-60 lbs. per cubic ft.
Screening Size: 90% pass through a 6 mesh and retained on 16 mesh (U.S.)
High Density, Dust Free, Uniform Particle Size. NO INERT FILLERS. 100% Plastic Bags-NO PAPER.

Approximate annual usage	220,000 lbs.
Preferred Packaging	50 lb. bags

BULK Price \$ _____/lb.
 NON-BULK Price \$ _____/lb.
 Manufacturer and Trade Name _____
 Packaging _____

Item 12: 8-2-12 Palm Fertilizer

Guaranteed Analysis:

Total Nitrogen (N)	8.00%
Nitrate Nitrogen	0.00%
Ammoniacal Nitrogen	0.00%
Other/Water soluble nitrogen (and/or urea nitrogen)	8.00%
Water Insoluble organic nitrogen	0.00%
Available phosphoric acid	2.00%
Soluble potash	12.00%
Chlorine not more than	2.00%
Total Magnesium	4.00%
4.00% water soluble magnesium (Mg)	
Boron (B)	.05%
Total Copper (Cu)	.05%
.05% soluble Copper (Cu)	
Total Zinc (Zn)	.15%
.15% Soluble Zinc (Zn)	
Total Iron (Fe)	.03%
.03% Chelated Iron (Fe)	
Total Sulfur (S)	12.00%
5.00% Free Sulfur	
7.00% Combined Sulfur (S)	

Plant Nutrients derived from: Polymer coated sulfur coated urea, triple super-phosphate, polymer sulfur coated potash, sodium borate, copper sulfate, zinc sulfate, manganese sulfate, Iron EDTA, magnesium sulfate.

Contains 5.60 units slow release nitrogen from polymer coated sulfur coated urea.
 Contains 8.40 units polymer coated sulfur coated potash
 Contains granular Kieserite, a natural form of slowly available magnesium sulfate.

100% Plastic Bags-NO PAPER.

Approximate annual usage 120,000 lbs.
 Preferred Packaging 50 lb. bags
 BULK Price \$ _____/lb.
 NON-BULK Price \$ _____/lb.
 Manufacturer and Trade Name _____
 Packaging _____

Item 13: Manganese Sulfate-Techmangam (Prill Type-Turf Grade)

Water soluble manganese (Mn)	29.50%	
Manganese Sulfate		75.00%
Ammonium Sulfate		15.00%
Manganese Sulfate		1.00%
Calcium Sulfate		1.00%

Approximate annual usage 20,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 14: 20-2-10 Professional Turf Fertilizer

Approximate Analysis:

Total Nitrogen		20.00%
8.78% ammoniacal nitrogen		
11.22% urea nitrogen		
Available Phosphate		2.00%
Soluble Potash		10.00%
Sulfur (S) Total		10.00%
2.46% Free Sulfur		
7.54% Combined Sulfur		
Iron (Fe) Total		4.00%
Manganese (Mn), Total		1.00%
Derived From: Poly coated sulfur coated urea, urea, ammonium sulfate, ammonium phosphate, muriate of potash, iron oxide, manganese sucrate.		
Chlorine (Cl) Max		8.00%

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 110,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 15: 9-2-24 Turf Fertilizer

Approximate Analysis:

Total Nitrogen	9.00%
0.78% ammoniacal nitrogen	
8.22% urea nitrogen	
Available Phosphate	2.00%
Soluble Potash	24.00%
Magnesium	2.00%
Sulfur (S) Total	9.90%
1.40% Sulfur (S) Free	
8.50% Sulfur (S) Combined	
Iron (fe) Total	6.00%
Manganese (Mn) Total	2.00%
0.29% Water soluble manganese	
Derived From: Poly coated sulfur coated urea, urea, ammonium phosphate, sulfate of potash-magnesia, sulfate of potash, muriate of potash, manganese sucrate, iron dioxide. 25% of the slow release derived from poly coated sulfur coated urea.	
Chlorine (Cl) Max	6.50%

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 70,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 16: 15-0-22 Turf Fertilizer

Guaranteed Analysis:

Total Nitrogen	15.00%
15.00% urea nitrogen	
Soluble Potash	22.00%
Magnesium (Mg) Total	2.00%
2.00% Water Soluble Magnesium	
Sulfur (S) Total	9.70%
2.30% Sulfur (free)	
7.40% Sulfur (combined)	
Iron	2.00%
Manganese (Mn) Total	2.00%
Derived from: Poly coated sulfur urea, urea, muriate of potash, sulfate of potash, sulfate of potash-magnesia, iron oxide, manganese sucrate. 25% of the slow release derived from poly coated sulfur coated urea.	
0.29% Water Soluble Manganese	
Chlorine (Cl) Max	6.75%

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 60,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 17: 16-2-8 Turf Fertilizer

Guaranteed Analysis:

Total Nitrogen	16.00%
Ammoniacal Nitrogen	1.50%
Urea Nitrogen	14.50%
Phosphoric Acid	2.00%
Soluble Potash	8.00%
Chlorine, not more than	6.50%
Iron	3.00%
Manganese	1.00%
Sulfur (total)	8.75%
Sulfur (free)	2.50%
Sulfur (combined)	6.25%

Primary Plant Nutrient Sources: Sulfur coated urea, urea, ammonium sulfate, diammonium phosphate, muriate of potash.

Secondary Plant Nutrient Sources: Sulfur coated urea, ammonium sulfate.

*The urea has been coated to provide 7.20 units of coated slow release nitrogen.

Bulk Density: 50-60 lbs. per cubic foot

Sieve Size: 90% pass through 6 mesh and retained on 16 mesh (U.S.). High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 40,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 18: 18-24-12 Turf Fertilizer Starter and Fall Feed

Guaranteed Analysis:

Total Nitrogen	18.00%
9.00% Ammoniacal Nitrogen	
4.50% Sulfur Coated Urea	
4.50% Urea Nitrogen	
Available Phosphoric Acid	24.00%
Soluble Potash	12.00%
Sulfur	5.00%

Bulk Density: 50-60 lbs. per cubic foot

90% of particles pass through a 6-mesh and are retained on a 16-mesh U.S. Sieve. High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 30,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 19: 20-20-20 Turf Fertilizer

Guaranteed Analysis:

Total Nitrogen	20.00%
7.9% Ammoniacal Nitrogen	
5.9% Macro Nitrogen	
6.2% Urea Nitrogen	
Available Phosphate	20.00%
Soluble Potash	20.00%
Boron	0.02%
Copper	0.05%
Iron	0.10%
Manganese	0.05%
Zinc	0.0005%
Chlorine not more than	2.00%

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 30,000 lbs.
Preferred Packaging 25 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 20: 14-14-14 Ornamental All Purpose Fertilizer

Guaranteed Analysis:

Total Nitrogen	14.00%
5.45% Ammoniacal Nitrogen	
8.55% Urea Nitrogen	
Available Phosphate	14.00%
Soluble Potash	14.00%
Total Sulphur	19.40%
14.40% Free Sulfur	
5.00% Combined Sulfur	
Total Iron	0.45%
Manganese	0.45%
Chlorine not more than	1.00%

100% of the slow release derived from poly coated sulfur coated urea. High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 10,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 21: 19-0-19 with 1.31% Pre-M or Pendamethalon Turf Fertilizer with pre-emergent weed control

Guaranteed Analysis:

Total Nitrogen	19.00%
19.00% Urea Nitrogen	
Soluble Potash	19.00%
Total Sulphur	11.40%
4.60% Free Sulphur	
6.80% Combined Sulphur	
Iron	2.00%
Manganese	3.00%
Chlorine not more than	2.00%
Pre-M	1.31%

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 50,000 lbs.

Preferred Packaging 50 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 22: 24-2-11 Talstar 0.069% Plus Fertilizer

Guaranteed Analysis:

Talstar	0.069%
Total Nitrogen	24.00%
Available Phosphate	2.00%
Soluble Potash	11.00%
Sulphur Total	3.70%
Iron Total	4.00%
Manganese Total	1.00%

Derived from : Polymer coated sulfur coated urea, urea, ammonium phosphate, muriate of potash, iron sucrate, manganese sucrate.

Chlorine (max) 8.30%

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 70,000 lbs.

Preferred Packaging 50 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 23: 24-2-11 Talstar Granular Insecticide with Fertilizer

Guaranteed Analysis:

Talstar	0.069%
Ammoniacal Nitrogen	6.80%
Water Soluable Nitrogen	17.20%
Phosphorus	2.00%
Soluble Potassium a K2O	11.00%
Chlorine not more than	13.00%
Iron	3.00%
Slow Release Nitrogen	8.40%
Bifen 0.069%	

Derived from : Ammonium sulfate, Diammonium phosphate, urea, polymer sulfur coated urea, muriate of potash, iron oxide.

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 60,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 24: 22-2-11 Atrazine 1.05% Plus Fertilizer

Guaranteed Analysis:

Atrazine	1.05%
Total Nitrogen	22.00%
Available Phosphate	2.00%
Soluble Potash	11.00%
Sulfur Total	8.0%
Iron Total	1.00%
Manganese Total	0.50%

Derived from : Polymer coated sulfur coated urea, urea, ammonium sulfate, ammonium phosphate, muriate of potash, iron sucrate, manganese sucrate.

Chlorine (max) 8.25%

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage	180,000 lbs.
Preferred Packaging	50 lb. bags
BULK Price	\$ _____ /lb.
NON-BULK Price	\$ _____ /lb.
Manufacturer and Trade Name	_____
Packaging	_____

Item 25: High Manganese Combo Chelated Micronutrients

Guaranteed Analysis:	
Manganese (Mg) Total	1.00%
Sulfur Total	5.75
%	
Iron Total	3.00
%	
Manganese Total	4.00%
Derived from : Manganese sulfate, Iron citrate, Iron lignin sulfocate, Manganese citrate and Manganese lignin sulfocate.	8.25%

Approximate annual usage	2,000 gals.
Preferred Packaging	2 ½ gal. container
NON-BULK Price	\$ _____ /gal.
Manufacturer and Trade Name	_____
Packaging	_____

Item 26: 13-2-13

Guaranteed Analysis:	
Total Nitrogen	13.00%
0.40% Ammoniacal Nitrogen	
12.60% Urea Nitrogen	
Available Phosphate	2.00
%	
Soluble Potash	
13.00%	
Sulfur Total	13.50
%	
9.50% Free Sulfur	
4.00% Combined Sulfur	
Iron Total	3.60%
0.03% Water Soluble Iron	
Manganese Total	2.70%
0.35% Water Soluble Manganese	

Derived from : Polymer coated sulfur coated urea, ammonium phosphate, sulfate of Potash, Iron Sucrate, Manganese Sucrate.
 Chlorine (max) 2.00%

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 40,000 lbs.
 Preferred Packaging 50 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 27: 14-2-14

Guaranteed Analysis:

Total Nitrogen 14.00%

6.00% Ammoniacal Nitrogen

8.00% Urea Nitrogen

Available Phosphate

2.00

%

Soluble Potash

14.00%

Magnesium Total

0.90%

0.01% Water Soluble Magnesium

Sulfur Total

14.20

%

4.20% Free Sulfur

10.00% Combined Sulfur

Iron Total

2.40%

0.024% Water Soluble Iron

Manganese Total

0.90%

0.289% Water Soluble Manganese

Derived from : Polymer coated sulfur coated urea, urea, ammonium phosphate, ammonium sulfate, sulfate of Potash, Iron Sucrate, Manganese Sucrate, Magnesium Sucrate.

Chlorine (max) 2.00%

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 15,000 lbs.
 Preferred Packaging 50 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 28: 14-2-14. SAME AS PREVIOUS ITEM EXCEPT THIS ITEMS IS "GREENS GRADE"

Guaranteed Analysis:

Total Nitrogen	14.00%
6.00% Ammoniacal Nitrogen	
8.00% Urea Nitrogen	
Available Phosphate	2.00
%	
Soluble Potash	
14.00%	
Magnesium Total	0.90%
0.01% Water Soluble Magnesium	
Sulfur Total	14.20
%	
4.20% Free Sulfur	
10.00% Combined Sulfur	
Iron Total	2.40%
0.024% Water Soluble Iron	
Manganese Total	0.90%
0.289% Water Soluble Manganese	

Derived from : Polymer coated sulfur coated urea, urea, ammonium phosphate, ammonium sulfate, sulfate of Potash, Iron Sulfate, Manganese Sulfate, Magnesium Sulfate.
Chlorine (max) 2.00%

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 15,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 29: 24-0-11

Guaranteed Analysis:

Total Nitrogen	24.00%
24.00% Urea Nitrogen	
Soluble Potash	
11.00%	
Sulfur Total	3.69%
3.69% Free Sulfur	
Iron Total	3.00%
0.03% Water Soluble Iron	

Manganese Total 1.00%
0.14% Water Soluble Manganese

Derived from : Polymer coated sulfur coated urea, urea, Muriate of Potash, Iron
Sucrate, Manganese Sucrate.

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO
PAPER.

Approximate annual usage 190,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade
Name _____

Packaging _____

Item 30: Superthrive- Vitamin Hormone Additive

Approximate annual usage 21,000 gals.
Preferred Packaging 1 gal. container

NON-BULK Price \$ _____/gal.

Manufacturer and Trade
Name _____

Packaging _____

Item 31: 21-2-11 with 1.00% Ronstar

Item Specification
21-2-11 with 1.00% Ronstar
Granular size-Mini-Prilled
60% Slow Release Nitrogen (Derived from Polymer Coated Urea)
Formulation to be applied at 200 lbs per acre

Approximate annual usage 10,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade
Name _____

Packaging _____

Item 32: 21-0-7 Atrazine 1.05% Plus Fertilizer, weed control with premium turf food

Active Ingredients:

Atrazine, 2-chloro-4-ethylamino-6-isopropylamino-s-triazine 1.05%
Related active triazine compounds 0.04%

Other Ingredients
98.91%

Guaranteed Analysis:

Total Nitrogen 21.0

0%

4.00% Ammoniacal Nitrogen

17.00% Urea Nitrogen

Soluble Potash 7.00%

Sulfur 6.29%

Iron 1.00%

Manganese 0.5%

0.042% Water Soluble Manganese

Derived from : Polymer coated urea, urea, ammonium sulfate, sulfate of potash, Iron Sulfate, Manganese Sulfate.

High density, dust free, uniform size granular fertilizer. No Inert Fillers. 100% Plastic Bags-NO PAPER.

Approximate annual usage 35,000 lbs.
Preferred Packaging 50 lb. bags

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 33: 0-0-5 Floratine Turgor

Active Ingredients:

Potash (K2O) 5.00%

Sulfur (S) . 2.00%

Silicon (Si) . 2.00%

Derived from potassium thiosulfate and potassium silicate.

Net Weight: 10.06 lb/gal (1.205 kg/L)

Rate of Application: 3 fl oz / 1000 sq ft (10 L/ha) every 10-14 days.

Approximate annual usage 150 lbs

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 34: 0-0-5 Floratine Per4Max

Active Ingredients:

Potash (K2O) 5.00%

Sulfur (S) . 2.00%

Silicon (Si) . 2.00%

Derived from potassium thiosulfate and potassium silicate.

Net Weight: 10.06 lb/gal (1.205 kg/L)

Rate of Application: 3 fl oz / 1000 sq ft (10 L/ha) every 10-14 days.

Approximate annual usage 55 lbs

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 35: 12-0-0 Gator Excel Iron Plus

Chelated Iron Plus

Micronutrients for Turf and Ornamentals

TOTAL NITROGEN (N)..... 12.00%
12.00% Urea Nitrogen (N)

SULFUR (S)..... 4.00%
4.00% Combined Sulfur (S)

IRON (Fe) TOTAL..... 6.00%
6.00% Chelated Iron (Fe)

MANGANESE (Mn) TOTAL..... 2.00%
2.00% Chelated Manganese (Mn)

DERIVED FROM: Urea, Iron (II) Sulfate, Iron EDTA, Iron Citrate, Manganese Sulfate, Manganese EDTA and Manganese Citrate.

Approximate annual usage 250 lbs

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 36: 18-0-6 Gator Perform SRN

TOTAL NITROGEN (N) 18.00%

9.00% Urea Nitrogen

9.00% Other Water Soluble Nitrogen*

SOLUBLE POTASH (K2O) 6.00%

SULFUR (S) 4.00%
4.00% Combined Sulfur (S)

IRON (Fe) 0.10%
0.02% Chelated Iron (Fe)

DERIVED FROM: Urea, Urea-Triazone
Solution, Potassium Thiosulfate, Iron Sulfate,
Iron HEDTA.
*9.00% Slowly Available Nitrogen from Urea-
Triazone Solution.

Approximate annual usage 150 lbs

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade
Name _____

Packaging _____

Item 37: Lesco 4-4-5 Chelated Iron Plus

TOTAL NITROGEN (N)..... 12.00%
12.00% Urea Nitrogen (N)

SULFUR (S)..... 4.00%
4.00% Combined Sulfur (S)

IRON (Fe) TOTAL..... 6.00%
6.00% Chelated Iron (Fe)

MANGANESE (Mn) TOTAL..... 2.00%
2.00% Chelated Manganese (Mn)

DERIVED FROM: Urea, Iron (II) Sulfate, Iron EDTA,
Iron Citrate, Manganese Sulfate, Manganese EDTA
and Manganese Citrate.

Approximate annual usage 50 lbs

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade
Name _____

Packaging _____

Item 38: TerraMax Tazo B

Active ingredients: Azospirillum per cc.
Contains Azospirillum brasilense

Approximate annual usage 30 lbs

BULK Price \$ _____/lb.
 NON-BULK Price \$ _____/lb.
 Manufacturer and Trade Name _____
 Packaging _____

Item 39: Mirimichi Green Carboniz PN Soil Enhancer
 Is made from a pro blend of premium compost and USDA Certified Biobased Premium Biochar.

Soil Amending Ingredients:
 Organic
 Compost..... 50%
 Biochar..... 50%

Approximate annual usage 200 lbs
 Preferred Packaging _____
 BULK Price \$ _____/lb.
 NON-BULK Price \$ _____/lb.
 Manufacturer and Trade Name _____
 Packaging _____

Item 40: Mirimichi Green Release 9-0-1 C

Guaranteed Analysis:
 Total Nitrogen (N)9.0%
 0.6% Potassium Nitrate
 8.4%Urea Nitrogen
 Soluble Potash (K2O).....1.0%

Derived from: Urea and potassium sulfate.

Approximate annual usage 50 lbs
 BULK Price \$ _____/lb.
 NON-BULK Price \$ _____/lb.
 Manufacturer and Trade Name _____
 Packaging _____

Item 41: Mirimichi Green Nutri-Kelp 1-1-4

Guaranteed Analysis:
 Total Nitrogen (N)1.0%
 0.25% ammoniacal nitrogen
 0.25% nitrate nitrogen 0.5%
 Urea nitrogen

Available Phosphate (P205).....1.0%
Soluble Potash (K20)4.0%

Derived from: Urea and potassium sulfate, potassium nitrate and potassium phosphate.

Approximate annual usage 50 lbs
BULK Price \$ _____/lb.
NON-BULK Price \$ _____/lb.
Manufacturer and Trade
Name _____
Packaging _____

Item 42: 20-0-10 Bermuda Sports Turf Fertilizer. NO SUBSTITUTIONS WILL BE ACCEPTED.

Approximate Analysis:

Total Nitrogen (N) 20.00%
10.00% Nitrate Nitrogen
7.85% Other /water soluble Nitrogen (and/or urea nitrogen)
2.15% Water insoluble Nitrogen
Available Phosphate None
Soluble Potash 10.00%
Chlorine not more than 4.99%

Derived from Sulfate of ammonia, polymer coated sulfur coated urea, methylene urea, muriate of potash, sulphate of potash, sulfate of potash magnesium
7.75 UNITS=slow release nitrogen
0.00 units=slow release phosphate

Statement of secondary plant food:
Total Magnesium as MG 1.00%
Total Manganese as MN 1.00%
Total Iron as FE 1.00%

Bulk Density: 50-60 lbs. per cubic ft.
Screening Size: 90% pass through a 6 mesh and retained on a 16 mesh U.S. sieve.
High density, dust free, uniform granular size. NO INERT FILLERS. 100% Plastic Bags-NO PAPER.

Approximate annual usage 25,000 lbs.
Preferred Packaging 50 lb. bags
BULK Price \$ _____/lb.
NON-BULK Price \$ _____/lb.
Manufacturer and Trade
Name _____
Packaging _____

Manufacturer and Trade Name _____
 Packaging _____

Item 46: Prosecutor

Nonselective Foliar Systemic Herbicide for Weed Control

Active Ingredient:

*Glyphosate: N-(phosphonomethyl) glycine . 36.5%

Other Ingredients: 63.5%

Total: 100.0%

*Contains 500 grams per liter or 4.17 pounds per U.S. gallon of glyphosate acid.

Approximate annual usage 7,000 lbs

Preferred Packaging _____

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 47: Nonionic Surfactant 90/10

PRINCIPAL FUNCTIONING AGENTS

1,2,3-Propanetriol, Dimethylbenzenesulfonic acid, sodium salt and alkyl phenol ethoxylate
90%

Constituents ineffective as spray adjuvant 10%

TOTAL100%

Approximate annual usage 6,500 lbs

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 48: Dylox 6.2

For Control of White Grubs, Mole Crickets, Sod Webworms, Cutworms, and Other listed Pests of Turfgrass Controls damaging insects below the soil surface. Provides control of Japanese beetle grubs.

ACTIVE INGREDIENT:

Trichlorfon, Dimethyl (2,2,2-trichloro-1-hydroxy-ethyl) phosphonate 6.2%

OTHER INGREDIENTS: 93.8%

TOTAL: 100.0%

Approximate annual usage 10,000 lbs

Preferred Packaging _____

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 49: Neutral Thrive 18-6-12

Bidder to attach spec with their bid.

Approximate annual usage 7,000 lbs

Preferred Packaging _____

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 50: 23-0-23

Guaranteed Analysis:
Total Nitrogen..... 23.00%
5.45% Ammoniacal Nitrogen
6.50% Nitrate Nitrogen
11.05% Urea Nitrogen
Soluble Potash (K20).....23.00%

Derived from: Urea, Ammonium Sulfate, Potassium Nitrate

Approximate annual usage 110,000 lbs

Preferred Packaging _____

BULK Price \$ _____/lb.

NON-BULK Price \$ _____/lb.

Manufacturer and Trade Name _____

Packaging _____

Item 51: 12-0-0 with Umaxx

Bidder to attach spec with their bid.

Approximate annual usage 250 lbs
BULK Price \$ _____/lb.
NON-BULK Price \$ _____/lb.
Manufacturer and Trade Name _____
Packaging _____

Item 52: 26-4-11 with Ronstar 0.67%

Bidder to attach spec with their bid.

Approximate annual usage 40,000 lbs
BULK Price \$ _____/lb.
NON-BULK Price \$ _____/lb.
Manufacturer and Trade Name _____
Packaging _____

Item 53: 16-1-2 (greens grade)

Bidder to attach spec with their bid.

Approximate annual usage 2,000 lbs
BULK Price \$ _____/lb.
NON-BULK Price \$ _____/lb.
Manufacturer and Trade Name _____
Packaging _____

Item 54: 15-0-30 MICRO POLYON greens grade

Bidder to attach spec with their bid.

Approximate annual usage 4,000 lbs
BULK Price \$ _____/lb.
NON-BULK Price \$ _____/lb.
Manufacturer and Trade Name _____
Packaging _____

Item 58: Liquid Foliar 16-0-0

Bidder to attach spec with their bid.

Approximate annual usage 50 lbs

BULK Price \$ _____ /lb.

NON-BULK Price \$ _____ /lb.

Manufacturer and Trade Name _____

Packaging _____

Authorized Signature: _____

Executed by: _____

(Type or print name)

Title: _____

For (Company): _____

Address: _____

Telephone Number: _____ Fax Number: _____

Email: _____

Does Bidder accept Procurement card "P-Card" for payment? (VISA, MASTER-CARD) Circle one: YES OR NO



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Detail by Entity Name

Florida Profit Corporation
DIAMOND R FERTILIZER CO., INC.

Filing Information

Document Number	142303
FEI/EIN Number	59-0593514
Date Filed	07/12/1943
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/01/2010
Event Effective Date	NONE

Principal Address

4100 GLADES CUT-OFF ROAD
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Changed: 04/14/2011

Mailing Address

4100 GLADES CUT-OFF ROAD
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Changed: 03/13/2008

Registered Agent Name & Address

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Name Changed: 04/21/2014

Address Changed: 03/13/2008

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Title P

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Title C

MINTON, JOHN
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Title T

CASSENS, STEVE
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Title V, CFO

KAY, TRACY
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Annual Reports

Report Year	Filed Date
2015	04/28/2015
2016	02/25/2016
2017	04/19/2017

Document Images

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01/30/1997 -- ANNUAL REPORT	View image in PDF format
04/25/1996 -- ANNUAL REPORT	View image in PDF format
04/10/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations



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Detail by Entity Name

Florida Profit Corporation
HARRELL'S INC.

Filing Information

Document Number P16000077900
FEI/EIN Number 32-0506573
Date Filed 09/16/2016
State FL
Status ACTIVE

Principal Address

5105 NEW TAMPA HWY
LAKELAND, FL 33815

Mailing Address

5105 NEW TAMPA HWY
LAKELAND, FL 33815

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND RD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title D, CEO, Chairman

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HARRELL, TINA
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Title D, VP

HARRELL, JACK, III
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VASS, WILLIAM
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Annual Reports

Report Year	Filed Date
2017	03/07/2017

Document Images

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Detail by Entity Name

Foreign Profit Corporation

HELENA CHEMICAL COMPANY

Filing Information

Document Number 838677
FEI/EIN Number 71-0293688
Date Filed 06/29/1977
State DE
Status ACTIVE
Last Event NAME CHANGE AMENDMENT
Event Date Filed 11/28/1977
Event Effective Date NONE

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Changed: 02/11/2003

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COLLIERVILLE, TN 38107

Changed: 02/11/2003

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 03/04/1992

Address Changed: 03/04/1992

Officer/Director Detail

Name & Address

Title PRES CEO, Director

MCARTY, MIKE

225 SCHILLING BLVD STE 300
COLLIERVILLE, TN 38017

Title VP

DAVE, THOMAS
225 SCHILLING BLVD STE 300
COLLIERVILLE, TN 38017

Title VP

MILTON, ALLEN
225 SCHILLING BLVD
STE 300
COLLIERVILLE, TN 38107

Title Treasurer, Asst. Secretary

LEWIS, ROGER
225 SCHILLING BLVD
STE 300
COLLIERVILLE, TN 38107

Title CFO, VP, Secretary, Director

WILLIAMS, JENNIFER
225 SCHILLING BLVD
STE 300
COLLIERVILLE, TN 38107

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2016	01/04/2016
2017	01/18/2017

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Detail by Entity Name

Florida Profit Corporation
HOWARD FERTILIZER & CHEMICAL COMPANY, INC.

Filing Information

Document Number 198590
FEI/EIN Number 59-0788131
Date Filed 12/27/1956
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 01/05/2011
Event Effective Date NONE

Principal Address

8306 S ORANGE AVE
ORLANDO, FL 32809

Changed: 09/10/2002

Mailing Address

P O BOX 628202
ORLANDO, FL 32862-8202

Changed: 09/10/2002

Registered Agent Name & Address

HOWARD JR,ROBERT M
8306 S ORANGE AVE
ORLANDO, FL 32809

Address Changed: 06/15/2010

Officer/Director Detail

Name & Address

Title President & CEO

HOWARD JR,ROBERT M
5554 JESSAMINE LANE
ORLANDO, FL

Title Senior VP

PALMER, CHARLES R
28971 KIRANICOLA CT.
BONITA SPRINGS, FL 34135

Title Senior VP & Secretary

Kummer, Dwight F
9142 Dollanger Court
Orlando, FL 32819

Title Treasurer & CFO

Krett, Wade P
10737 Astatula Lane
Clermont, FL 34711

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2016	01/18/2016
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2017	04/24/2017

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Detail by Entity Name

Foreign Limited Liability Company
SITEONE LANDSCAPE SUPPLY, LLC

Filing Information

Document Number M13000007176
FEI/EIN Number N/A
Date Filed 11/07/2013
State DE
Status ACTIVE
Last Event LC NAME CHANGE
Event Date Filed 10/13/2015
Event Effective Date NONE

Principal Address

300 Colonial Center Pkwy Ste. 600
Roswell, GA 30076

Changed: 04/28/2017

Mailing Address

300 Colonial Center Pkwy Ste. 600
Roswell, GA 30076

Changed: 04/28/2017

Registered Agent Name & Address

C T Corporation System
1200 South Pine Island Road
Plantation, FL 33324

Name Changed: 05/04/2016

Address Changed: 05/04/2016

Authorized Person(s) Detail

Name & Address

Title Secretary

BRISENDINE, BRILEY
300 Colonial Center Pkwy Ste. 600
Roswell, GA 30076

Title Manager

Grebe, Michael J.
300 Colonial Center Pkwy Ste. 600
Roswell, GA 30076

Title Manager

Pressler, Paul S.
300 Colonial Center Pkwy Ste. 600
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Title Manager

Black, Doug
300 Colonial Center Pkwy Ste. 600
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Title Manager

Giuriceo, Kenneth A.
300 Colonial Center Pkwy Ste. 600
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Title Manager

Robinson, Wes
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Title Manager

Wasserman, David H.
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Title Manager

Douglas, William W, III
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Title Manager

Wyszomierski, Jack L.
300 Colonial Center Pkwy Ste. 600
Roswell, GA 30076

Title Manager

Dunbar, Roy

300 Colonial Center Pkwy Ste. 600
Roswell, GA 30076

Title Manager

Isbell, Jeri L
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Roswell, GA 30076

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2017	04/28/2017

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06/12/2014 -- ANNUAL REPORT	View image in PDF format
11/07/2013 -- Foreign Limited	View image in PDF format

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Detail by Entity Name

Foreign Profit Corporation
SUNNILAND CORPORATION

Filing Information

Document Number 844615
FEI/EIN Number 59-1937683
Date Filed 11/15/1979
State DE
Status ACTIVE

Principal Address

1735 SR 419
LONGWOOD, FL 32750

Changed: 04/06/2005

Mailing Address

P.O. BOX 8001
SANFORD, FL 32772

Changed: 04/06/2005

Registered Agent Name & Address

MOORE, THOMAS W
1735 SR 419
LONGWOOD, FL 32750

Name Changed: 02/10/2003

Address Changed: 04/06/2005

Officer/Director Detail

Name & Address

Title PDC

MOORE, THOMAS W.
1735 SR 419
LONGWOOD, FL 32750

Title SD

CAHILL, JOHN F

1735 SR 419
LONGWOOD, FL 32750

Title TD

FRANK, RICHARD T
1735 SR 419
LONGWOOD, FL 32750

Title D

MOORE, LEE P
1735 SR 419
LONGWOOD, FL 32750

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2016	02/15/2016
2017	02/10/2017

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Detail by Entity Name

Foreign Limited Liability Company
RESIDEX, LLC

Filing Information

Document Number M04000001601
FEI/EIN Number 57-1202840
Date Filed 04/26/2004
State DE
Status ACTIVE
Last Event LC STMNT OF RA/RO CHG
Event Date Filed 02/13/2014
Event Effective Date NONE

Principal Address

46495 HUMBOLDT DRIVE
NOVI, MI 48377

Changed: 03/15/2011

Mailing Address

46495 HUMBOLDT DRIVE
NOVI, MI 48377

Changed: 03/15/2011

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 02/13/2014

Address Changed: 02/13/2014

Authorized Person(s) Detail

Name & Address

Title MANAGER/MEMBER

RENTOKIL OF NORTH AMERICA INC
46495 HUMBOLDT DRIVE
NOVI, MI 48377

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