



15191 Homestead Road
Lehigh Acres, FL 33971
www.lchcd.org

**2023 ANNUAL PRICE AGREEMENT
(JAN 1 2023 TO DEC 31 2023)
AND
SPECIFICATIONS
FOR AQUATIC HERBICIDE
BID #23-102**

POST DATE: August 29, 2022

Sealed bids are due by **9:00 a.m. on 9/30/2022** after which time all qualified bids will be opened and publicly read aloud at Lee County Hyacinth Control District. Bids received after the specified deadline will be returned unopened.

Sealed bids shall be clearly marked with the bid number and title and addressed to the Lee County Hyacinth Control District – Purchasing Division. Bids shall be hand-delivered, mailed or overnighted to:

Lee County Hyacinth Control District
ATTN: Purchasing
15191 Homestead Road
Lehigh Acres, FL 33971
(239) 694-2174 x2133
See mailing label on page 15

INTRODUCTION

General

Bids are solicited for **Annual Aquatic Herbicide** with the following definitions, term and conditions of bidding.

Contact

Questions and inquiries about this invitation to bid shall be submitted in writing to:
Chris Gates, Purchasing Manager
gates@lcmcd.org

The deadline for written questions is **09/12/2022 at @ 2:00 p.m. Eastern Time**
Schedule of Important Dates

The tentative schedule for this Bid is as follows:

Release ITB to Vendor	08/29/2022
Posting to Website	08/29/2022
Deadline for Questions and Inquiries	09/12/2022
ITB DUE DATE & TIME (9:00 a.m.)	09/30/2022
Earliest Award by District	10/07/2022

DEFINITIONS, TERMS AND CONDITIONS

The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the Lee County Hyacinth Control District Purchasing & Inventory Division, unless otherwise specified elsewhere in this bid request. All bidders are required to be informed of these Terms and Conditions and will be held responsible for having done so:

Definitions

In order to simplify the language throughout this bid, the following definitions shall apply:

LEE COUNTY HYACINTH CONTROL DISTRICT – Same as District.

BOARD OF COMMISSIONERS – The elected officials of the Lee County Hyacinth Control District given the authority to exercise such powers and jurisdiction of all District business.

CONTRACT – An agreement between the District and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.

CONTRACTOR – The successful Bidder(s) of this bid request.

DISTRICT – Lee County Hyacinth District Control District, an Independent Special District authorized by the Florida State Legislature.

SUB-CONTRACTOR – Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.

SUPPLIER – Same as Contractor.

Acceptance

Upon acceptance and approval by the Board of Commissioners, or their designated official, this bid effects a working contract between the District and the successful bidder for the period designated. A Lee County Hyacinth Control District Purchase Order is required prior to the delivery of any goods or services provided to the District.

All bids will remain subject to acceptance, for 90 days after the date of the Bid opening.

Addenda

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The District is not bound by any oral representations, clarifications, or changes made in the written specification by District's employees, unless such clarification of change is provided to bidders in written addendum form from the Purchasing Manager.

Addenda will be transmitted to all that are known to have received a copy of the bid documents and specifications. However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda to check all avenues of document availability prior to the opening date and time. Bidder shall acknowledge receipt of all addenda.

Applicable Laws

All bidders will comply with all Federal, State, and local laws relative to conducting business with the Lee County Hyacinth Control District. The laws of the state of Florida will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.

Assignments

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of the District and any sureties.

Award of Contract

Although the cost of products to be provided is an essential part of any award decision, the District is not obligated to award a contract on the sole basis of cost. A Purchase Order (or contract) may be awarded to either the lowest responsible bidder or the bidder who provides goods or services at the best value to the District. In determining the best value for the District, the District may consider, but is not necessarily limited to, the following factors:

- a. *Conformity to District specifications.*
- b. *Unique EPA labeling stipulations that are compatible with the District(s) philosophy and technology.*
- c. *The purchase price, including delivery terms, payment terms and any payment discount terms.*
- d. *The total long-term cost to the District.*
- e. *The reputation of the bidder and of the bidder's goods or services.*
- f. *The quality of the bidder's goods or services.*
- g. *The bidders past relationship with the District.*
- h. *Any other relevant criteria specifically listed in the solicitation.*

Brand Names

Whenever in this invitation, any particular materials, process and /or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal." Brand names may be specified, as the only brand that will be accepted in cases where the brand specified is the only product that will work with the existing parts, equipment, technology or unique District operations.

Business Practices

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Cancellation

The District reserves the right to cancel this contract or any portion thereof immediately should supplier's delivery or service be unsatisfactory or for suppliers failure to comply with terms stated in contract.

Certification

Bids must be completed and submitted on the form included within the specifications of this bid. Certification of Bid must be fully completed.

Collusion

Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, may cause to void all proposals of that particular bid solicitation or request.

Communication

The District shall not be responsible for any verbal communication between any employee of the District and potential bidder(s). Only written specifications and price quotations will be considered.

Confidentiality

The Lee County Hyacinth Control District is subject to the Florida Sunshine Law.

Conflict of Interest

No employee acting in his or her official capacity (based on the employee's "span of control" or decision making authority) shall either directly or indirectly purchase, rent, or lease any real estate, real property, goods, or services for the District from any business entity in which the employee or their family members as defined in F.S. 112.312(21) is an officer, partner, director, or proprietor; or in which any of the aforementioned parties has a financial interest.

Delivery

All prices quoted shall be F.O.B. Lee County Hyacinth Control District. No freight or delivery charges will be accepted unless shown on bid.

Disqualification of Bids

The opportunity to bid on District contract or to supply goods and services to the District or to otherwise transact business with the District is a privilege, not a right. Individuals or firms involved in certain crimes should be denied the privilege of transacting business with the District and the opportunity of obtaining economic benefit through the transaction of business with the District (F.S. 287.132). Therefore:

1. Any person or affiliate who has been placed on the convicted vendor list following a public entity crime may not submit a bid, Request for Proposals, or reply on a contract to provide any goods or services to the District for a period of 36 months following the date of being placed on the convicted vendor list.
2. The District may not accept any bid, Request for Proposal, or reply from, award any contract to, or transact any business with a person or affiliate on the convicted vendor list for a period of 35 months following the date that person or affiliate was on the convicted vendor list.
3. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, Request of Proposal, or reply on a contract to provide goods or services to the District.

The District may not accept any bid, Request for Proposal, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date the entity or affiliate was placed on the discriminatory vendor list.

Electronic Documents

Bidders may be supplied with the original documents in electronic form to aid in the preparation of bid(s). By accepting these electronic documents, Bidders agree not to edit or change the language or format of these documents. Submission of a proposal by Bidder signifies full agreement with this requirement.

Exceptions

The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

Extension of Contract

Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to two (2) additional one (1) year terms [three (3) years total]. The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Financial Condition

Contractor must provide audited financial statements, if requested, to the District.

Fiscal Funding

This contract includes fiscal funding provisions. If, for any reason, funds are not appropriated to continue this contract, said contract shall become null and void.

Forms

Bid proposals will be submitted on the forms provided by the District. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person signing the proposal. When discrepancies occur between words and figures, the words shall govern.

Indemnification

The successful bidder agrees by entering into this contract, to defend, indemnify and hold the District harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

Independent Contractor

Nothing in this bid is intended nor shall be construed to create an employer/employee relationship between the contracting parties.

Interlocal Agreement

Successful bidder agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing interlocal cooperation agreement(s) with the Lee County Hyacinth Control District.

Notice of Public Posting

The Invitation to Bid as posted will be considered an inclusion of the specifications and conditions. The Lee County Hyacinth Control District uses our website www.lchcd.org for the dissemination of all invitations to bid or directly from the Purchasing office. The District accepts no responsibility for the receipt of notifications from third party sources or through any other source.

Management

Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

No Bid

If unable to bid, please sign and return this form by return mail, advising reason for not submitting bid.

Payment Terms

Invoices must be submitted by the vendor to the Lee County Hyacinth Control District, Accounting Dept., 15191 Homestead Road, Lehigh Acres, Florida 33971. To submit invoices via electronic mail, please use the following address: payables@lcmcd.org. If invoices are subject to cash discount, discount period to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices to be paid in full within 45 days after satisfactory delivery and billing unless otherwise specified or mutually agreed upon before orders are placed. The District will not be liable for payment of invoices received six (6) months after order completion.

Priority of Documents

In the event there are inconsistencies between the general provisions and specifications contained herein, the latter will take precedence.

Prompt Payment

Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the bid proposal form. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.

Quantities

Quantities indicated in the Bid are estimated based upon the best available information. The District reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit prices bid.

Receipt of Bids

Sealed bids must be received by the Purchasing Services Division prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the bidder must insure that the bid is actually delivered. Bids received after that time will be returned unopened to the bidder. **Bid responses submitted via fax or e-mail are not acceptable.**

Reimbursements

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing bids in response to this Invitation to Bid and the District will not reimburse responding firms for these expenses, nor will the District pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

Reservations

The District reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the District. The District reserves the right to reject any bid that does not fully respond to each specified item.

Right of Inspection and Rejection

The District expressly reserves all rights under law, including but not limited to, the Uniform Commercial Code, to inspect the deliverables at delivery or at a reasonable time subsequent to delivery, and to reject defective or non-conforming deliverables. The Vendor will be notified if the products are not in compliance with the required specifications. If any products are rejected as non-compliant, the required products may be procured from an alternate source, and the Vendor may be charged the full increase in cost, if any. If the District has the right to inspect the Vendor's or the Vendor's subcontractors facilities, or the deliverables at the Vendor's or the Vendor's subcontractors premises, the Vendor shall furnish or shall cause to be furnished without additional charge all reasonable facilities and assistance to the District to facilitate such inspection.

Samples

Samples of items shall be furnished, if requested by the District, without charge, and if not destroyed, shall upon request be returned at the bidder's expense.

Satisfaction

Acceptance of goods or services provided shall be made by the District at the sole discretion of the District. All terms and conditions of the contract, and specifications must be satisfactorily met; including the submission to the District of any and all documentation as may be required before award recommendation will be submitted to Board of Commissioners.

Severability

The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

Tax Exempt

The Lee County Hyacinth Control District is exempt from Federal Excise Tax, Transportation Taxes and State Sales Tax. The price bid must be net, exclusive of taxes. Exemption certificates will be furnished upon request.

Term of Contract

This contract shall become effective from date of acceptance and approval by the District. It shall remain in full force and effect with firm fixed bid prices for the term of the original contract.

Title and Risk of Loss

Title and Risk of Loss of the goods shall not pass to the District until the District actually accepts and takes possession of the goods at the point or points of the delivery.

Unit Prices

Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The District reserves the right to award by item or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.

Venue

Any resulting contract shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, Lee County.

Withdrawal

Bidders may request withdrawal of a posted sealed bid prior to the scheduled bid opening time, provided the request for withdrawal submitted to the Purchasing Agent in writing. District reserves the right to reject any and all bids by reason of this request.

Conflict of Interest

No officer or employee of the District or their family members as defined in F.S. 112.312(21) shall have any personal, beneficial interest, either directly or indirectly, in any expenditure, purchase, sale (not including items auctioned by the District) or contract for items, equipment supplies, commodities, or services made by the District. Additionally, they shall not have an interest in any firm, corporation, or association furnishing or bidding on such purchase, sales contract, or services.

SPECIAL PROVISIONS

Bid Literature

Bidders must submit with their bid, or have on file the latest printed literature and detailed specifications on equipment or material the bidder proposes to furnish. Any catalog, brand name, or manufacturer's reference used is considered to be descriptive-not restrictive and is indicative of the type and quality the District desires to purchase.

Delivery

All deliveries are to be made F.O.B. Lee County Hyacinth Control District, ATTN Central Receiving, 15191 Homestead Rd, Lehigh Acres, Florida 33971, during regular working days, and between the hours of 7:15 a.m. and 3:30 p.m. ET, unless otherwise requested by the District.

Regulations and Standards

All deliveries must be accompanied by Material Safety Data Sheets. The EPA labels must be compatible with the standard District philosophy, technology or unique District operations.

Vendor's Sales Territory

The District waives any responsibility or liability for vendors bidding products or services "outside" their authorized territory by manufacturer or product line. Any vendor bidding outside an approved manufacturer line does so at his own risk and discretion. Vendor shall comply with all sales terms according to original bid and purchase order regardless of claim or dispute with product line representatives.

Warranty

Warranty shall be for both labor and materials for a minimum period of one (1) year on any products or services provided to the District, unless specified and agreed upon otherwise.

Variations

Any variation from these specifications must be indicated on the Bid or on a separate attachment to the Bid. This sheet shall be labeled as such.

SPECIFICATIONS

A. AQUATIC HERBICIDES

1. Komeen

1. Estimated annual quantity as needed when needed is 550 gallons
2. Delivered in two and one half (2 ½) gallon containers and/or two hundred seventy-five (275) gallon tote.
3. Active Ingredients:
Copper ethylenediamine complex* (CAS #13426-91-0) 22.9% minimum,
Other ingredients 77.1% +/-,
*Metallic copper equivalent, 8.0%,
One gallon contains 0.80 pounds of elemental copper.
4. The product must be registered with the EPA for aquatic weed control and registered for use in Florida.

2. Citrine Plus

1. Estimated annual quantity as needed when needed is 500 gallons
2. Delivered in two hundred fifty (250) gallon tote. These containers (totes) shall not require rinsing and shall be picked up by the supplier.
3. Active Ingredients:
Copper Ethanolamine Complex, Mixed
(Mono CAS# 14215-52-2 and Tri CAS# 82027-59-6) * 27.9%
Other Ingredients ... 72.1%
*Metallic copper equivalent, 9%. Contains 0.909 lbs. of elemental copper per gallon.
4. The product must be registered with the EPA for aquatic weed control and registered for use in Florida.

3. Citrine Plus Granular

1. Estimated annual quantity as needed when needed is 300 pounds
2. Delivered in 30 pound bag
3. Active ingredient:
Copper ethanolamine complex
(CAS# 14215-52-2) *10.7%
Other ingredients89.3%
*Metallic copper equivalent 3.7%
Contains 2.2 lbs. of elemental copper per 60 lbs.
4. The product must be registered with the EPA for aquatic weed control and registered for use in Florida.

4. Harpoon Granular

1. Estimated annual quantity as needed when needed is 2000 pounds
2. Delivered in 40 pound bag
3. Active Ingredient:
Copper Ethylenediamine complex
(CAS# 13426-91-0)..... 9.87%
Other ingredients..... 90.13%
*Metallic copper equivalent 3.41%
Contains 1.71 lbs. of elemental copper per 50lbs.
4. 4. The product must be registered with the EPA for aquatic weed control and registered for use in Florida.

B. SURFACTANT

1. Lovert Inverting Oil

1. Estimated annual quantity as needed when needed is 500 gallons
2. Delivered in two and one half gallon containers, 250-gallon tote.
3. Active ingredient:
Lovert, Hydrocarbons and selected emulsifiers, as manufactured by Brewer International Chemical, Inc., one hundred percent inverting oil for herbicide sprays.
4. The product must be registered with the EPA for aquatic weed control and registered for use in Florida.

QUOTATION

Award of Contract

The District reserves the right to award by line item or total whichever is in the best interests of the District.

Delivery Requirements

Bids must indicate exact cost to deliver. Response must show the number of days required to deliver items or provide products to the District's designated location under normal conditions. Unrealistically short or long delivery promises may cause Response to be disregarded. Failure to state delivery time obligates Respondent to complete delivery in 14 calendar days.

FOB: Lee County Hyacinth Control District
15191 Homestead Rd
Lehigh Acres, FL 33971

DELIVERY TIME: _____ (calendar days)

Discounts

Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Respondent will list and deduct all discounts not based on early payment from prices quoted.

Quantities

Quantities indicated below are estimated based upon the best available information. The District reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit prices bid.

Unit Prices

Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The District reserves the right to award by item or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.

Validity of Pricing

Pricing will be considered firm for acceptance for a minimum of 60 days after the due date unless otherwise specified in the Solicitation. The validity period may be extended beyond that date on agreement of parties.

Quotation

All Responses must be submitted on the form(s) provided below:

A. AQUATIC HERBICIDES

Item	Est. Qty.	UOM	Description	Unit Price	Total Price
A.1.	550	GAL	Komeen		
A.1.		275 GAL (tote)			
A.1.		2.5 GAL Jug			

Item	Est. Qty.	UOM	Description	Unit Price	Total Price
A.2.	500	GAL	Citrine Plus		
A.2.		250 GAL (tote)			

Item	Est. Qty.	UOM	Description	Unit Price	Total Price
A.3.	300	LBS	Citrine Plus Granular		
A.3.		30 LB Bag			

Item	Est. Qty.	UOM	Description	Unit Price	Total Price
A.4.	2000	LBS	Harpoon Granular		
A.4.		40 LB Bag			

B. SURFACTANT

Item	Est. Qty.	UOM	Description	Unit Price	Total Price
B.1.	500	GAL	Lovert		
B.1.		250 GAL (tote)			
B.1.		2.5 GAL Jug			

Name: _____ Company Name: _____

TERMS

TERMS: Net 45

PLEASE SELECT A METHOD OF PAYMENT:

1) PAYMENT TERMS: Net 45

(Vendor paid within 45 days of invoice or receipt of goods accepted in good order.)

2) *ELECTRONIC FUNDS TRANSFER (EFT) DISCOUNT

--If selected, discount offered: _____% (e.g. 1%, 2%, and 5%)

3) PROMPT PAYMENT DISCOUNT: _____% 10 days

(e. g. 1% 10 days, 2% 10 days)

4) PROCUREMENT CARD PROGRAM

--If selected, discount offered: _____% (e.g. 1%, 1 ½%, and 2%)

(This payment method would allow for vendor payments to be made within 24 hours of use by District through District's Procurement Card Program provider).

***Electronic Funds Transfer Information:**

The Lee County Hyacinth Control District prefers to receive invoices via electronic mail and process payments electronically. To submit invoices via electronic mail, please use the following address: payables@lcmcd.org.

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: _____

DUNS No.: _____

Date: _____

END OF BID # 23-102

FOR DISTRICT USE ONLY

Approved By: _____
Executive Director

Approved By: _____
Chairperson of the Board

Date: _____

**To: Lee County Hyacinth Control District
Attn: Purchasing / Chris Gates
15191 Homestead Road
Lehigh Acres, FL 33971**

2023 ANNUAL PRICE AGREEMENT
AQUATIC HERBICIDES



BID # 23-102

**** Cut out and Affix above Label to Mailing Envelope ****