LAKE COUNTY
FLORIDA

CONTRACT NO. 15-0631A

Agriculture Chemicals (Herbicides, Turf, Ornamentals, Fertilizers)

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of Crop Production Services Inc. (hereinafter "Contractor") to supply agriculture chemicals to the County pursuant to County Bid number 15-0631 (hereinafter "Bid"), Addendum number One, opening dated September 1, 2015, and Contractor's Bid response thereto with all County Bid provisions governing.

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

Attachments: None

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

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

This Contract is effective from October 6, 2015 through September 30, 2016 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

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

LAKE COUNTY, FLORIDA

By: _____
Senior Contracting Officer

Date: _____

Distribution: Original-Bid File
Copy-Vendor
Copy-Department

Office of Procurement Services **315 W. Main, Suite 441** **P.O. Box 7800**
Tavares, Florida 32778-7800 **Ph (352) 343-9839** **Fax (352) 343-9473**

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LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

Agriculture Chemicals (Herbicides, Turf, Ornamentals, Fertilizers)

ITB Number:	15-0631	**Contracting Officer:**	D. Villinis
Bid Due Date:	September 1, 2015	**Pre-Bid Conf. Date:**	Not Applicable
Bid Due Time:	3:00 p.m.	**ITB Issue Date:**	August 11, 2015

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

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

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

NO-RESPONSE REPLY

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

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

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

VENDOR IDENTIFICATION - Complete the information below:

Company Name: N/A **Phone Number:** _____

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

Section 1.1: Purpose

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from qualified suppliers for the provision of various agriculture chemicals, including aquatic herbicides, turf and ornamental products, and fertilizers.

This is an indefinite quantity term contract with no guarantee service will be required. A minimum volume is not guaranteed. Quantities, if or when given within this ITB, are for evaluation purposes only.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than ten (10) working days before the bid due date.

Donna G. Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

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

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

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

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

This request may be awarded to multiple vendors.

Section 1.4: Pre-Bid Conference / Site Visits

Not applicable for this solicitation.

Section 1.5: Term of Contract

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

Section 1.6: Option to Renew

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

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

Section 1.7: Method of Payment

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

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated.

Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.] Pay special attention to the types of coverage and limits required under this solicitation. Awarded vendors will be required to submit a certificate of insurance prior to contract execution that fully meets the stated requirements.

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

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

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

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

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

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

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll

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

Employers Liability insurance with the following minimum limits and coverage:

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

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

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

Loss of Use at coverage value: $ _____
Garage Keepers Liability at coverage value: $ _____

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

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

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

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

Certificate holder shall be:

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

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

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

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

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

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

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

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Delivery

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

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

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

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

All deliveries shall include copies of applicable Material Safety Data Sheets (MSDS) when required.

Section 1.10.1: Shipping Terms

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

Section 1.10.2: Packing Slip/Delivery Ticket

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

All deliveries shall include copies of applicable Material Safety Data Sheets (MSDS) when required.

Section 1.10.3: Delivery Times Specified

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

Section 1.11: Acceptance of Goods or Services

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

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense**,** requiring the

vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.
In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.12: Warranty

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

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

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

Section 1.13: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will <u>not</u> be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.
Facsimile (fax) or electronic submissions (e-mail) will <u>not</u> be accepted.

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

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

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

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

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

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Section 1.14: Completion Requirements for Invitation to Bid

One (1) signed original bid and three (3) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will <u>not</u> be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

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

<u>COMPLETION OF BID PACKAGE</u>: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed

envelope / package marked "Literature for Bid 15-0604." Do not indicate bid prices on literature.

Specific Completion Directions:

The bid submittal shall consist of the entire ITB document (all pages) with information completed as required on page 1 (Vendor I.D.), Section 4 (Pricing/Certifications/Signatures), Attachment 1 (References):

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

Section 1:15 Alternate Sizes

In the event the product manufacturer does not supply the exact size as stipulated on the bid sheet, the vendor may offer an alternate size. For example, if a 50 pound bag is not available, the vendor may substitute the product manufacturer's 60 pound bag on the bid sheet. Line out the unit of measure on the bid sheet and write in the offered size above the strike out. In such case, award may be made on a unit price basis; example, price per pound.

Section 1.16: Availability of Contract to Other County Departments and Other Entities

It is hereby agreed and understood that any County department/agency and other governmental entities may avail themselves of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein.

Section 1.17: Compliance with Federal Standards

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

Section 1.18: Deletion of Facilities

Although this solicitation may identify facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the vendor.

Section 1.19: "Equal" Product

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

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

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

Section 1.20: Licenses, Permits and Fees

The vendor shall obtain and pay for any required licenses, permits and/or inspection fees required and shall comply with all laws, ordinances, and regulations applicable to the products being supplied. Damages, penalties and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, or inspections shall be borne by the vendor.

Section 1.21: Limited Contract Extension to Maintain Stocking Levels

It is hereby agreed and understood that this contract may be extended for an additional thirty (30) day transitional period after the stated expiration date of the contract including any contract extensions exercised under the initially established option period terms of the contract. During this transitional period the vendor agrees to continue the same level of service to the County at the same prices while the new contract, also in force, is being mobilized. If the vendor is supplying equipment in conjunction with this contract, the vendor agrees to retain the equipment at the designated County premise for an additional thirty (30) calendar days after the current

expiration of the Contract; at which time the equipment shall be removed from the premises. The vendor shall be allowed to invoice the affected County for this additional period on a pro-rated basis.

Section 1.22: Material Safety Data Sheet (MSDS)

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

Section 1.23: Minimum Wages

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

Section 1.24: Omission from the Specifications

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

Section 1.25: Product Recall

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

Section 1.26: Purchase of Other Items not Listed

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

Section 1.27: Rebates and Special Promotions

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

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

Section 1:28 Recycled Content

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

Section 1.29: Shelf Life of Stock

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

Section 1.30: Soil Analysis

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

Section 1.31: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.32: Stock Levels

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

Section 1.33: Substitution of Items

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

Substitute brands may be considered during the contract period for discontinued brands. The awarded vendor shall not deliver any substitute item as a replacement to an awarded brand without written consent of the County prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only when necessary. Excessive substitution requests may be cause to cancel the contract.

Section 1.34: Testing of Random Samples

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

Section 1.35: Toxic Substances/Federal "Right To Know" Regulations

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

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

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

Section 1.36: Training

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

Section 1.37: Troubleshooting

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

SCOPE OF SERVICES

General:
The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from qualified suppliers for the provision of various agriculture chemicals, including aquatic herbicides, turf and ornamental products, and fertilizers.

This is an indefinite quantity term contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount or volume (if any) to be expended on any contract(s) resulting from this Invitation to Bid. Past expenditures for Lake County have averaged approximately $34,000 per year; this is for informational purposes only and not a guaranteed volume.

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

Each individual department or agency purchasing under the resulting contract(s) will issue its own purchase order(s) throughout the contract period as needs are determined and shall schedule and expedite its own orders. Vendors shall invoice each individual department or agency directly for its orders. Product(s) shall be received, inspected, and tested by the department, and when non-conforming shipments occur, the department shall seek remedy with the contractor.

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

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

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

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

The vendor shall promptly provide, at no cost to the County, qualified technical personnel at a job site to assist solving any problems resulting from the use of the vendor's products.

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

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this Invitation to Bid.

Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

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

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office 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 statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

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

F. Change to, Withdrawal of , or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

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

3.3 PREPARATION OF BIDS

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.

B. The bid submitted must be legible, and completed using

typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**

D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate if requested by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

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

3.10 CANCELLATION OF SOLICITATION

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

3.11 AWARD

A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.

E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.

G. All tie bids will be resolved in consonance with current written procedure in that regard.

H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

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

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

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

3.16 ESTIMATED QUANTITIES

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

3.17 NON-EXCLUSIVITY

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

3.18 CONTINUATION OF WORK

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

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

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

3.23 INDEMNIFICATION

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

3.24 MODIFICATION OF CONTRACT

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

3.25 TERMINATION FOR CONVENIENCE

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

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

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

3.28 FRAUD AND MISREPRESENTATION

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

3.29 RIGHT TO AUDIT

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

Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 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. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

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

3.32 STATE REGISTRATION REQUIREMENTS

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

3.33 PRIME CONTRACTOR

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

3.34 FORCE MAJEURE

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

3.35 NO CLAIM FOR DAMAGES

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

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars ($195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

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

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

ITB TITLE: Agriculture Chemicals (Herbicides, Turf, Ornamentals, Fertilizers)

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail)**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

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

Addendum #1, Dated: 08/19/1955

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☐ No Addendum was received in connection with this ITB.

PRICING SECTION INFORMATION

General Information:

1. Name and telephone of person to contact for emergency/disaster service:

   Name: N/A

   Telephone/Cell/Pager/Number: _____

2. Exceptions/Additions to specifications; Yes* _____ No X

   * If yes, attach sheet detailing same.

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

   Yes X No _____

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

   Gloria Jordan, email-gloria.jordan@epsagu.com, PH 870-367-9781

4. Calendar days required to commence contract: 5 days

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

   Yes X No _____

6. Minimum order (If Any) N/A

7. Handling fee if less than minimum order (if any) N/A

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

This is an indefinite quantity term contract with no guarantee of volume or that service will be required. The County does not guarantee a minimum or maximum dollar amount (if any) to be expended on any contract(s) resulting from this Invitation to Bid.

Prices shall be quoted per unit price in the packing sizes available. Actual quantities are unknown at this time. Bid pricing shall be entered per the specified unit.

Item	Description	Size	Unit of Measure	Price per Unit	Extended Price
1	Platoon 2-4-D Amine (Aquatic Label, 4 lb.)	2.5 Gallon Pail	Gallon	$ 12.30/gl	$ 30.75/2.5
2	Platoon 2-4-D Amine (Aquatic Label, 4 lb.)	30 Gallon Drum	Gallon	$ 12.30/gl	$ 369.00/30
3	Rodeo Dow Agro Sciences–No Substitute	2.5 Gallon Pail	Gallon	$ 19.50/gl	$ 48.75/2.5
4	Rodeo Dow Agro Sciences-No Substitute	30 Gallon Drum	Gallon	$ 19.30/gl	$ 579.00/30
5	Aquaneat Generic Aquatic Glyphosate	2.5 Gallon Pail	Gallon	$ 15.26/gl	$ 38.15/2.5
6	Aquaneat Generic Aquatic Glyphosate	30 Gallon Drum	Gallon	$ 15.06/gl	$ 451.80/30
7	Roundup Custom-No Substitute	2.5 Gallon Pail	Gallon	$ 15.50/gl	$ 38.75/2.5
8	Roundup Custom-No Substitute	30 Gallon Drum	Gallon	$ 15.30/gl	$ 459.00/30
9	Aquathol Granular Super K	20-25 Lb. Bag	Pound	$ 16.28/lb	$ 325.60/20
10	Aquathol Liquid	2.5 Gallon Pail	Gallon	$ 63.20/gl	$ 158.00/2.5
11	Clearcast Sepro-No Substitute-Case Only	1 Case (2 X 1 Gallon)	Gallon	$ 253.10/gl	$ 253.10/gl
12	Cutrine Plus-Applied Biochemists	2.5 Gallon Pail	Gallon	$ 14.90/gl	$ 37.25/2.5
13	Cide Kick D-Limonene 100%	2.5 Gallon Pail	Gallon	$ 16.00/gl	$ 40.00/2.5
14	Defoamer (10% or Greater)	1 Pint	Pint	$ N/B	$ N/B
15	Galleon by Sepro-No Substitute	2.5 Gallon Pail	Gallon	$ 2063.38/gl	$ 5158.45/2.5
16	Habitat BASF-No Substitute	2.5 Gallon Pail	Gallon	$ 68.90/gl	$ 172.25/2.5
17	Hydrothol 191 Granular	20-40 Lb. Bag	Pound	$ 2.86/lb	$ 57.20/20
18	Hydrothol 191 Liquid	2.5 Gallon Pail	Gallon	$ 64.90/gl	$ 162.25
19	Polymer (30% or Greater)-Non-Ionic (Drift) Reign LC	1 Gallon Pail	Gallon	$ 26.60/gl	$ 26.60/gl
20	Polymer (30% or Greater)-Non-Ionic (Sinking) Reign LC	1 Gallon Pail	Gallon	$ 26.60/gl	$ 26.60/gl

21	Aquaneat Generic Aquatic Glyphosate	2.5 Gallon Pail	Gallon	$15.26/gl	$38.15/2.5
22	Sonar As Sepro-No Substitute	1 Gallon Pail	Gallon	$1940.41/gl	$1940.41/gl
23	Trubune (Diquat)	2.5 Gallon Pail	Gallon	$39.78/gl	$99.45/2.5
24	Platoon Weedestroy AM-40	2.5 Gallon Pail	Gallon	$12.30/gl	$30.75/2.5
25	Reward Sygenta-No Substitute	2.5 Gallon Pail	Gallon	$79.00/gl	$197.50/2.5

****

By Signing this Bid the Bidder Attests and Certifies that:

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

Purchasing Agreements with Other Government Agencies

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

Certification Regarding Felony Conviction

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

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222;, a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): N/A
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☒ No If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification

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

DUNS Number (Insert if this action involves a federal funded project): 144512527

General Vendor Information and Bid Signature:

Firm Name: Crop Production Services Inc.

Street Address: 2100 Moores Lane

Mailing Address (if different):

Telephone No.: 352-222-0655 Fax No.: 321-226-0213 E-mail: joseph.collins@cpsagu.com

FEIN No. 04 - 3769161 Prompt Payment Terms: 0 % 0 days, net 30

Signature: Date: 8/25/15

Print Name: Tim Smith Title: National Director

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

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

Vendor awarded as:

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

Signature of authorized County official: Date: 10-6-15

Printed name: DONNA VILLINIS Title: SENIOR CONTRACTING OFFICER

THE FOLLOWING DOCUMENT(S) ARE ATTACHED

Attachment 1: References Form

ATTACHMENT 1 – REFERENCES

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

Agency	St Johns River Water Management District
Address	4049 Reid Street
City,State,ZIP	Palatka, FL 32177
Contact Person	Tina Spurlock
Telephone	386-228-4313
Date(s) of Service	07/01/15 - 06/30/16
Type of Service	Supply and deliver herbicides and surfactants
Comments:	

Agency	Lake Worth Drainage District
Address	13081 Military Trail
City,State,ZIP	Delray Beach, FL
Contact Person	Vickie Demerski
Telephone	561-737-3835
Date(s) of Service	02/01/15 - 01/31/16
Type of Service	Supply and deliver herbicides and surfactants
Comments:	

Agency	South Florida Water Management District
Address	3301 Gun Club Road
City,State,ZIP	West Palm Beach, FL 33406
Contact Person	Joselyn Harris-Fitzroy
Telephone	561-682-2298
Date(s) of Service	07/01/2015 - 06/30/16
Type of Service	Supply and deliver herbicides and Surfactants
Comments:	

LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. ONE
ITB 15-0631 / Agriculture Chemicals
August 19, 2015

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid response, or by completion of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids.

Questions concerning this solicitation were due August 18, 2015. The purpose of this addendum is to address questions received.

Question 1: There are several new items that are available that I did not see on the bid, in the past there was a page to add bid items - will that be allowed this year?

Answer 1: If you have additional items you can add them on a separate sheet (i.e. company letterhead) at the back of the bid submittal. The items listed are those that our Departments purchased in the past.

Previously, this bid was a co-operative bid that included several agencies. However, the cooperative no longer exists so the current ITB is for Lake County only. However, other agencies may piggy-back and purchase from any resulting contract(s).

The same process should be followed concerning brand names – any exceptions to the listed items are to be explained on a separate sheet, as instructed on page 21, number 2.

Vendor acknowledges receipt and review of this addendum:

Firm Name: Crop Production Services Inc. Date: 8/25/15

Signature: [illegible] Title: Region Manager

Typed/Printed Name: Tim Smith

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

MARSH USA INC.
6500 SHERIDAN DRIVE, SUITE 114
WILLIAMSVILLE, NY
U.S.A. 14221

CONTACT NAME:
PHONE (A/C, No, Ext): 1-866-616-0088 FAX (A/C, No): 416-349-4564
EMAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich Insurance Company	27855
INSURER B:	Zurich American Insurance Company	27855
INSURER C:	Zurich Insurance Company	27855
INSURER D:	ACE American Insurance Company	22667
INSURER E:		
INSURER F:		

INSURED
CROP PRODUCTION SERVICES INC.
3005 ROCKY MOUNTAIN AVENUE
LOVELAND, CO
U.S.A. 80538

COVERAGES **CERTIFICATE NUMBER: 14/15-085-GLALUMWC** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SIR $2,000,000 per occurrence GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X	X	GLO 3373626	11/01/2014	11/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $5,000 $1,000,000 $10,000,000 $1,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BAP 3373518	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			UMB 8249796	11/01/2014	11/01/2015	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C48138950 (AOS) RWC C48138962 (WI)	11/01/2014	11/01/2015	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
EVIDENCE OF COVERAGE.

CERTIFICATE HOLDER

CROP PRODUCTION SERVICES INC.
3005 ROCKY MOUNTAIN AVENUE
LOVELAND, CO
U.S.A. 80538

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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State of Florida

Department of Agriculture and Consumer Services

Pesticide Certification Office

PESTICIDE DEALER LICENSE

Number: DL3628

CROP PRODUCTION SERVICES INC
2100 MOORES LN, MULBERRY, FL 33860

This is to certify that the Pesticide Dealer named above is licensed to purchase, hold or offer for sale, sell, and distribute restricted use pesticides under the provisions of the Florida Pesticide Law, Chapter 487, F.S.

Adam H. Putnam
Commissioner of Agriculture

Issue Date: December 2, 2014
Expiration Date: December 31, 2015

Company ID Number: 17862
Client Company ID Number: 159721

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION, EMPLOYER, AND DESIGNATED AGENT REGARDING E-VERIFY

INFORMATION REQUIRED FOR THE E-VERIFY DESIGNATED AGENT PROGRAM

Information relating to Employer's Company:

Company Name:	**Crop Production Services, Inc.**
Company Facility Address:	**7251 West 4th Street** **Greeley, CO 80634**
County or Parish:	**WELD**
Employer Identification Number:	**731175488**
North American Industry Classification Systems Code:	**424**
Parent Company:	
Number of Employees:	**5,000 to 9,999**

D. O. T. DRUG AND ALCOHOL POLICY

Purpose

Agrium Retail requires that its drivers be free of substance and alcohol abuse. Consequently, the use of illegal drugs by drivers is prohibited. Further, drivers shall not use alcohol or engage in "prohibited conduct" as defined herein. The overall goal of this policy is to ensure a drug and alcohol-free transportation environment and to reduce accidents, injuries, and fatalities based on standards established in 49 CFR Part 40.

DOT Driver Definition: (Sections 382.103 & 382.107)

The employee in interstate or intrastate commerce who drives a commercial motor vehicle requiring a Commercial Driver's License (CDL) to operate and;

- The vehicle has a gross vehicle weight rating (GVWR) of 26,001 pounds or more, or
- The vehicle has a gross combination weight (GCWR) of 26,001 pounds or more, inclusive of a towed vehicle having a weight rating in excess of 10,000 pounds; or
- The vehicle is any size and used for transportation of hazardous materials in a quantity that requires placarding.

Consequences of Policy Violation

Any driver, who becomes unqualified or engages in prohibited conduct, as set forth herein, will be subject to termination of employment.

Prohibited Conduct

The following shall be considered "prohibited conduct" for purposes of this policy:

- No driver shall report for duty or remain on duty while having an alcohol concentration of .02 or greater.
- No driver shall be on duty or operate a commercial motor vehicle while in possession of alcohol unless the alcohol is manifested and transported as part of a shipment.
- No driver shall use alcohol while performing safety-sensitive functions.
- No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
- No driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until he or she undergoes a post-accident alcohol test, whichever occurs first.
- No driver shall refuse to submit to a post-accident, random, reasonable suspicion, return-to-duty, or follow-up alcohol or drug test.
- No driver shall report for duty or remain on duty when the driver uses any controlled substance, except when use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to operate a commercial motor vehicle.

If a driver engages in prohibited conduct, the driver is not qualified to drive a commercial motor vehicle and shall be immediately removed from service. The Company may, in its discretion, at the request of the driver, keep the driver's position open while such driver attempts to become re-qualified. The Company may also take action against the driver up to and including termination.

Refusal to Test

Refusal to submit to the types of drug and alcohol tests employed by the Company will be grounds for refusal to hire driver/applicants and to terminate employment of existing drivers. A refusal to test is defined to be conduct that would obstruct the proper administration of a test. Leaving the collection site without providing a sufficient sample if instructed by the collector to wait, drink liquids and attempt another collection. Refusing to sign step 2 of the alcohol form and any attempt to adulterate a sample through use of either, chemical additives, dilution or substitution is considered a refusal to test. A delay in providing urine, breath or saliva specimens could be considered a refusal. If a driver cannot provide a sufficient quantity of urine or breath he/she will be evaluated by a physician of the company's choice. If the physician cannot find a legitimate medical explanation for the inability to provide a specimen (either breath or urine), it will be considered a refusal to test. In that circumstance the driver has violated one of the prohibitions of the regulations found in 49 CFR Part 382.

Types of tests

Pursuant to regulations promulgated by the Department of Transportation (DOT), the Company has implemented four circumstances for drug and alcohol testing: (1) pre-employment (drug testing only); (2) post-accident testing; (3) random testing; (4) reasonable suspicion testing.

Pre-Employment Testing

All applicants for driving positions must submit to urine drug tests.

Random Testing

The Company conducts random drug and alcohol testing. The Company or its agents will submit all drivers' names to a random selection system. The random selection system provides an equal chance for each driver to be selected each time a random selection occurs. Random selections will be reasonably spread throughout the year. The Company will drug test, at a minimum, 50 percent of the average number of driver positions in each calendar year or at a rate established by the Department of Transportation for the given year. The Company will select, at a minimum, 10 percent of the average number of driver positions in each calendar year for random alcohol testing, or at the rate established by the DOT for the given year. Random selection, by its very nature, may result in drivers being selected in successive selections or more than once a calendar year. Alternatively, some drivers may not be selected in a calendar year.

If a driver is selected at random, for either drug or alcohol testing, the facility contact will notify the driver. Once notified, every action the driver takes must lead to a collection. If the driver engages in conduct that does not lead to a collection as soon as possible after notification, such conduct may be considered a refusal to test.

Post-Accident Testing

The driver must submit to drug and alcohol testing any time he or she is involved in an accident where (1) a fatality is involved; or (2) the driver receives a citation for a moving violation arising from the accident, in which any party involved requires immediate treatment for an injury away from the accident scene, if any vehicle involved incurs "disabling damage" (i.e., must be towed away). Following any accident, the driver must contact the Company as soon as possible. The driver has reviewed the instructions for post-accident drug and alcohol testing requirements and shall follow these instructions and any additional instructions from the Company or its representatives. A driver will be disqualified by issuance of a letter of disqualification for a period of 1 year for a positive test (or for refusal to give a urine sample or breath test) when the driver has been involved in a fatal accident (DOT requirement). The driver will also be subject to termination.

Any time a post-accident drug or alcohol test is required, it must be performed as soon as possible following the accident. If no alcohol test can be made within eight (8) hours, attempts to perform an alcohol test shall cease. If no urine collection can be obtained for purposes of post-accident drug testing within thirty-two (32) hours, attempts to make such collection shall cease. Documentation of unsuccessful attempts to test will be maintained by the Company.

In the event that Federal, State, or Local officials conduct breath or blood tests for the use of alcohol and/or urine tests for the use of controlled substances following an accident, these tests may meet the requirements of this section, provided the tests conform to applicable Federal, State, or Local requirements. The Company may request testing documentation from such agencies, and may ask the employee to sign a release allowing the Company to obtain such test results.

In the event a driver is so seriously injured that the driver cannot provide a sample of urine, breath or saliva at the time of the accident, the driver may provide necessary authorization for the Company to obtain hospital records or other documents that would indicate the presence of controlled substances or alcohol in the driver's system at the time of the accident.

Reasonable Suspicion Testing

Reasonable suspicion for requiring a driver to submit to drug and/or alcohol testing shall be deemed to exist when a driver manifests physical or behavioral symptoms or reactions commonly attributed to the use of controlled substances or alcohol. Such driver conduct must be witnessed by at least one supervisor trained in compliance with Section 382.603 of 49 CFR. Documentation must be prepared and signed by the witness or witnesses within 24 hours or before results of the tests are released, whichever is earlier. Should a supervisor(s) observe such symptoms or reaction, the driver must submit to testing if requested.

Substance Abuse Evaluation, Return to Duty, and Follow Up Testing

Any driver who receives a Positive test result for Drugs or Alcohol, or refuses to test, as part of a random, reasonable suspicion or post accident test will be subject to termination and will be provided with the name, address, and telephone number of a qualified Substance Abuse Professional (SAP).

Authorization for Previous Test Records

Within 30 days of performing a safety-sensitive function, DOT regulations require that the Company obtains certain drug and alcohol testing records from the driver's previous employers. The Company will verify that no prior employer of the driver has records indicating violations of any DOT rules pertaining to controlled substance or alcohol use within the previous three (3) years. As a condition to employment, the driver shall provide the Company with a written authorization for all previous employers within the past three (3) years to release such drug and alcohol testing records.

Drug Urinalysis

Drug testing will be performed through urinalysis. Urinalysis will test for the presence of drugs and/or metabolites of the following substances: (1) marijuana; (2) cocaine; (3) opiates; (4) amphetamines and (5) phencyclidine (PCP).

The urinalysis procedure starts with the collection of a urine specimen. Urine specimens will be submitted to a SAMHSA-certified laboratory for testing. As part of the collection process, the specimen provided will be split into two vials: a primary vial and a secondary vial. The SAMHSA-certified laboratory will perform initial screenings on all primary vials. In the event that the primary specimen tests positive, a confirmation test of that specimen will be performed before being reported by the laboratory to the MRO as a positive.

All laboratory results will be reported by the laboratory to a Medical Review Officer designated by the Company. Negative test results shall be reported by the MRO to the Company. Before reporting a positive test results to the Company, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact the Company management official designated in advance by the Company, who shall, in turn, contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. In the MRO's sole discretion, a determination will be made as to whether a result is positive or negative. If, after failing to contact the MRO within 5 days, or if the driver cannot be contacted at all within 30 days, the MRO may verify the test as positive. After any positive verification the driver may petition the MRO to reopen the case for reconsideration.

Pursuant to DOT regulations, individual test results for driver/applicants and drivers will be released to the Company and will be kept strictly confidential unless consent for the release of the test results has been obtained. Any individual who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

An individual testing positive may make a request of the MRO to have the secondary vial tested. The secondary vial must be tested by a different SAMHSA-certified lab than tested the primary specimen. The request for testing of a secondary specimen is timely if it is made to the MRO within 72 hours of the individual being notified by the Company of a positive test result. The cost for testing a secondary sample is the driver's responsibility.

Consequences of Positive Drug Tests:

1. Any driver who has a drug test reported positive will be subject to termination. Drivers who are terminated will be provided the name, address and telephone number of a Substance Abuse Professional (SAP).

2. Any applicant who has a drug test reported as positive will result in termination of the application process.

Alcohol Tests

The Company or it's agencies will perform alcohol testing using a device that is on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL) and meets the DOT's testing requirements. This may be a breath-testing device or a saliva-based testing device (if the company has authorized its use), and may be provided through a vendor or agent. The device will be operated by a technician who is certified and trained on the specific device he or she will be operating. The driver shall report to the alcohol-testing site as notified by the Company. The driver shall follow all instructions given by the alcohol technician.

Consequences of Positive Alcohol Test

Any initial test indicating a blood alcohol concentration (BAC) of .02 or greater will be confirmed on an evidential breath testing device (EBT) operated by a breath alcohol technician (BAT). The confirmation test will be performed no sooner than 15 minutes and no later than 30 minutes following the completion of the initial test. In the event the confirmation test indicates a BAC of .02 to .0399, the driver shall be removed from duty for 24 hours and be subject to termination.

Drivers with tests indicating a BAC of .04 or greater are considered to have engaged in prohibited conduct and will be subject to termination and will be provided the name, address and telephone number of a Substance Abuse Professional.

All alcohol tests shall be performed just prior to, during, or just after duty.

Training for Supervisors

The Company will ensure supervisors designated to determine whether or not reasonable suspicion exists to require a driver to undergo testing under Section 382.307 receive at least 60 minutes of training on recognizing alcohol misuse, and receive at least 60 minutes of training on recognizing controlled substances use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

Training for Drivers

The Company will provide educational materials that explain the requirements of Section 382.601, consequences of violating the regulations, and the employer's policies and procedures with the respect to meeting these requirements. The materials supplied to drivers may include information on additional employer policies with respect to the use or possession of alcohol or controlled substances, for example, the consequences for a driver found to have a specified alcohol or controlled substances level based on the employer's authority independent of Section 382.601. The Company will ensure each driver is required to sign a statement certifying that he or she has received a copy of these materials described in Section 382.601.

Recordkeeping

Five years:	Records of alcohol test results of a concentration of 0.02 or greater, Records of driver verified positive controlled substances test results, Documentation of refusals to take required alcohol and/or controlled substances tests, Calibration documentation, Driver evaluation & referrals, and A copy of each annual calendar year summary required (382.403)
Two years:	Records related to the alcohol & controlled substances collection process Training records
One year:	Records of negative and canceled controlled substances test results and alcohol test results with a concentration of less than 0.02

Type of Records to Maintain

- Records related to the collection process;
- Documents relating to the random selection process; -Calibration documentation for evidential breath testing devices -Documentation of breath- alcohol technician training;
- Documents generated in connection with decisions to administer reasonable suspicion alcohol or controlled substances tests;
- Documents generated in connection with decisions on post-accident tests;
- Documents verifying existence of a medical explanation of the inability of a driver to provide adequate breath or to provide a urine specimen for testing; and
- Consolidated annual year summaries as required by 382.403.

This policy is not intended nor should it be considered as a contract between The Company and the employee. This policy may be changed at any time at the sole discretion of the Company.

AGRIUM U.S. RETAIL
DRUG AND ALCOHOL POLICY (Non-DOT)

Purpose of Policy

Agrium U. S. Retail ("the Company") has a strong commitment to the safety, health & welfare of its employees, their families and the community. Our commitment to maintaining a safe and secure workplace requires a clear policy and programs relating to illegal or controlled substances ("Illegal Drugs") and alcohol use by its employees. This policy applies to all Company employees, and contract employees while working on company premises.

Policy Statement

The Company prohibits possessing, using, distributing or being under the influence of Illegal Drugs on and off the job. This includes improper use of prescription medications. The possession or use of alcohol while working or on company property is also prohibited. This prohibition does not apply to the reasonable and responsible consumption of alcohol at company sponsored events or meetings where the consumption of alcohol is permitted, or while entertaining current or potential customers, suppliers or vendors. All employees shall review the Company Driving Policy regarding disciplinary measures for operating Company Vehicles while under the influence of alcohol. The possession of open containers of alcohol in company vehicles is strictly prohibited. Violation of this Policy will result in disciplinary action by management, in their sole discretion, up to and including termination of employment.

Application of the Policy:

1. **Pre-employment Testing:** All prospective employees shall be required to undergo a Pre-employment drug test. The prospective employee shall provide a urine sample, as requested by the Company, for testing, including but not limited to: amphetamines, barbiturates, benzodiazepine, cannabinoids, cocaine, methadone, methaqualone, opiates, phencyclidine, and propoxyphene. Results of the applicant's drug screen shall be measured against a pre-established standard test in collaboration with the appointed medical facility. Completed results of the test shall be given to the appropriate management personnel prior to the applicant beginning employment. When the presence of Illegal Drugs or alcohol is detected, **employment shall be denied**. The cost of the examinations is paid for by the Company.

2. **Reasonable Suspicion Testing:** In addition to any right to require a drug or alcohol screen test under federal or state law, it is the Company's position that when a supervisor has reason to believe that an employee has been consuming alcohol or using an Illegal drug in a way which may affect job performance or safety. employees may be referred and escorted by a supervisor, trained in the recognition of drug and alcohol abuse, to a site designated by the Company to provide a urine sample for testing. The supervisor must document the behavior on the OBSERVED BEHAVIOR/ REASONABLE SUSPICION form and the manager or designated agent shall give his/her approval. A split urine sample shall be taken for reasonable suspicion tests.

3. **Random Testing:** Under the Company's random selection process, each employee has an equal chance of being selected each time the selection is conducted. Appropriate safeguards are also present to ensure that the identity of individual employees cannot be determined prior to or at the time of selection. The Company reserves the right to implement the random selection process for business segments of the Company. Currently the random selection process is in place for the chemical manufacturing facilities.

4. **Work Related Injuries :** Any employee suffering a work related injury requiring treatment by a medical professional or causing an accident to a fellow employee requiring medical treatment shall be required to submit to a clinical analysis of urine **if reasonable suspicion exists that Illegal Drugs and/or Alcohol were involved in the accident.** The employee shall be transported to the approved medical facility by a supervisor or other designated Company representative.

5. **Vehicle Accidents:** Employees involved in a motor vehicle accident while operating a non-D.O.T. Company vehicle in which there are injuries to either party must submit to a clinical analysis of urine and/or alcohol.

6. **D.O.T. (Department Of Transportation):** The regulations and procedures for the implementation and processing of the DOT Program are established and administered by the regulations found in Code of Federal Regulations CFR 49 Part 382. (Refer to the Agrium Retail D.O.T. Drug and Alcohol policy)

7. **Positives and Refusals to Test:** Any employee who refuses to submit to a drug or alcohol test or who tests positive on a drug or alcohol test as determined and reported to the Company by the Medical Review Officer, shall be immediately ineligible to perform duties for the Company and will be subject to termination.

Procedures for Testing Under Reasonable Suspicion

1. **Consent To Release:** At the time of hire (or at issuance of this policy if already employed) all employees are required by the Company to sign the attached Employee Acknowledgement, Consent and Release Form authorizing the test results to be forwarded to the Company. A refusal by a prospective employee shall result in denial of employment. A refusal by an employee to execute the Employee Acknowledgement, Consent and Release Form shall require a review of the facts by management. The Company reserves the right to impose discipline, up to and including termination of employment, depending on the facts which exist in a particular situation, and at the sole discretion of management.

2. **Testing Facility:** The employee shall be required to submit to the testing procedures at a facility designated by the Company. The designated facility shall comply with the established collection and chain of custody or possession requirements to protect the employee's privacy and confidentiality.

3. **Awaiting Results:** Whenever an employee is to be tested under reasonable suspicion conditions, the employee shall not be permitted to return to his/her usual or customary duties and may be suspended, until the results of the test are received from the Company-approved testing facility. In the event the results are negative for the presence of alcohol or an illegal substance and the employee has not otherwise violated any work rules, the employee shall be paid for any time lost while awaiting test results.

4. **Testing Standards:** The employee's drug screen results shall be measured against pre-established standards set in collaboration with the selected/appointed testing facility.

Results

1. **Confidentiality of Results:** Test results of the chemical analysis of urine shall be kept confidential in the same manner that all medical records are maintained. Upon written request, the employee shall be furnished with a copy of their test results. Only personnel in the Human Resources Department are designated to receive positive drug or alcohol test results. Managers will be notified of the drug or alcohol results on a strictly need-to-know basis.

2. **Positive Test Results:** For reasonable suspicion, an employee who received a confirmed positive test shall, when requested in writing to the Company, and within a reasonable time frame, be given a copy of the confirmed positive test results.

3. **Use of Legal and Over-The-Counter Medications:** The use of or being under the influence of prescription or over-the-counter medications is prohibited if the use of the medication imposes a safety risk to oneself or to others in the workplace. An employee who has taken legal or over-the-counter medications should report the use of the medication to their supervisor or to the Human Resources Department in order to determine any job related safety restrictions that the use of the medication may impose. The intent of informing the supervisor is not to penalize the employee but to have the employee perform their job duties safely and without risk to others. The Company shall, in its sole discretion, temporarily or permanently assign an employee to a different job to ensure the safety needs of the employee or others are protected.

4. **Disciplinary and Employment Actions:** All employees are expected to comply with the Drug and Alcohol Policy. Violation of this Policy is strictly prohibited. Knowledge of the consequences of Illegal Drug use and the associated violation of criminal statutes of the various municipal, state or federal laws is well known by our employees.

5. **Off-Duty Use:** If the Company suspects that an employee is under the influence of Illegal Drugs or alcohol during working hours, the employee's manager or designated agent may require the employee to submit to a urine test. If the test results are positive the employee will be subject to termination.

6. **Conviction for Sale or Use of Illegal Substances:** An employee's conviction on a charge of sale or possession of any Illegal Drug while off Company property will not be tolerated because such conduct, even though off duty, reflects adversely on the Company. In addition, the Company must keep people who sell or possess illegal substances off the Company's premises in order to keep the Illegal Drugs themselves off the premises. Any conviction on a charge of being under the influence of or selling or possessing any Illegal Drug on or off company property shall result in termination of employment.

Coordination with Law Enforcement Agencies

The sale, use, purchase, transfer or possession of an Illegal Drug or drug paraphernalia is a violation of the law. The Company will report information concerning possession, distribution, or the use of any Illegal Drugs to law enforcement officials and will contact law enforcement officials for a search of an individual or property. Searches will only be conducted of individuals based on reasonable cause and only of their vehicles, lockers or desks when based on reasonable suspicion. The Company will cooperate fully in the prosecution and/or conviction of any violation of the law.

Employee Amnesty Alcohol and Drug Rehabilitation Leave

Declaration by an employee, prior to any reason for or method of discovery as outlined in this Policy, that the employee has a drug or alcohol abuse problem and volunteers for treatment or rehabilitation shall be reasonably accommodated and shall not suffer any adverse actions as a result of the free will declaration. Available medical leave, medical coverage's and sick pay, for which the employee is eligible, will be used in coordination with an appropriate treatment plan for the rehabilitation of the employee.

The Company wishes to assist employees who recognize that they have a problem with alcohol or drugs that may interfere with their ability to perform their job in a satisfactory manner. Employees who have a problem with alcohol or drugs and who decide to voluntarily attend a rehabilitation program shall be given, as a minimum, unpaid time off to participate in the program unless it would result in an undue hardship to the Company to provide the time off. If an employee requests time off to participate in such a program, the Company shall also make every reasonable effort to keep the fact the employee is enrolled in the program confidential.

At-Will Employment

Nothing in the foregoing Policy shall modify the at will relationship that exists between the Company and each employee, whereby the employee may resign at any time, for any reason, with or without notice, and the Company may end the employee's services at any time, for any reason, with or with out notice.