



HELENA CHEMICAL COMPANY
P.O. Box 1758
Dade City, FL 33526-1758
Telephone: 352/567-5622
FAX: 352/523-3663

ORIGINAL

City of North Port
4970 City Hall Blvd
North Port, FL 34286

SUBJECT: Bid #2017-01

TITLE: Pesticide and Herbicide Chemicals – Supply and Deliver

OPENING: December 19, 2016 @ 2:00PM

Enclosed with our bid package are the following items:

- Ordering Instructions
- Local Preference Letter
- Original Bid and one copy
- Certificate of insurance
- Helena Chemical Company's Corporate Policies
 - Affirmative Action
 - Drug and Alcohol-Free Workplace
 - Workplace Harassment
- Label and MSDS

Sincerely,

Tim McDuffie

Tim McDuffie- Sales Rep

CITY OF NORTH PORT

'16DEC15AM11:39

PURCHASING DIVISION



HELENA CHEMICAL COMPANY

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City of North Port
4970 City Hall Blvd
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TITLE: Pesticide and Herbicide Chemicals – Supply and Deliver

OPENING: December 19, 2016 @ 2:00PM

All Purchase orders are to be handled by mail, email or by fax as stated below:

MAILING INSTRUCTIONS:

Helena Chemical Company
Attention: Misti Hurtt
P. O. Box 1758
Dade City, FL 33526-1758
EMAIL: hurttm@helenachemical.com

FAXING INSTRUCTIONS:

Fax No. (352) 567-2083
No cover sheet is required; it is not
necessary to mail the original.

If you have any questions regarding your order or if you have billing questions, you can call Misti Hurtt at (352) 521-3538. Thank you for the opportunity of meeting your chemical needs.

Sincerely,

Tim McDuffie

Tim McDuffie- Sales Rep



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OPENING: December 19, 2016 @ 2:00PM

Although all orders for **City of North Port** will be handled by our processing office in Dade City, FL ~ All deliveries will be made by our Immokalee warehouse located at:

907 Alachua Street
Immokalee, FL 34142

Sincerely,

Tim McDuffie

Tim McDuffie- Sales Rep

2016 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 838677

Entity Name: HELENA CHEMICAL COMPANY

Current Principal Place of Business:

225 SCHILLING BLVD
STE 300
COLLIERVILLE, TN 38107

Current Mailing Address:

225 SCHILLING BLVD
STE 300
COLLIERVILLE, TN 38107

FEI Number: 71-0293688

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

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

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRES CEO, DIRECTOR
Name MCARTY, MIKE
Address 225 SCHILLING BLVD STE 300
City-State-Zip: COLLIERVILLE TN 38017

Title VP
Name DAVE, THOMAS
Address 225 SCHILLING BLVD STE 300
City-State-Zip: COLLIERVILLE TN 38017

Title VP
Name MILTON, ALLEN
Address 225 SCHILLING BLVD
City-State-Zip: COLLIERVILLE TN 38017

Title TREASURER
Name LEWIS, ROGER
Address 225 SCHILING
City-State-Zip: COLLIERVILLE TN 38017

Title ASST. SECRETARY
Name HAWINS, DAVID
Address 225 SCHILLING BLVD
City-State-Zip: COLLIERVILLE TN 38017

Title VPCFO, DIRECTOR
Name WILLIAMS, JENNIFER
Address 225 SCHILLING BLVD
STE 300
City-State-Zip: COLLIERVILLE TN 38017

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JENNIFER WILLIAMS

VICE PRESIDENT

01/04/2016

Electronic Signature of Signing Officer/Director Detail

Date

City of North Port

The seal of the City of North Port, Florida, is a circular emblem. It features a central shield with a palm tree and a sun. The words "CITY OF NORTH PORT" are written in a circle around the top, and "FLORIDA" is written around the bottom. The year "1954" is inscribed at the base of the shield.

***PESTICIDE AND HERBICIDE
CHEMICALS - SUPPLY
AND DELIVER***

REQUEST FOR BID NO. 2017-01



CITY OF NORTH PORT
Finance Department/Purchasing Division
4970 City Hall Boulevard
North Port, Florida 34286
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



**NOTICE OF AVAILABILITY OF BID SPECIFICATIONS
FOR
REQUEST FOR BID NO. 2017-01
PESTICIDE AND HERBICIDE CHEMICALS - SUPPLY AND DELIVER**

It is the intent of the City of North Port to purchase, on an "as required basis", pesticide and herbicide chemicals to be delivered to various City of North Port locations. It is the specific purpose of this bid to establish a conditional contract for the required materials, and to secure the cost and availability of the requirements for procurement from sources of supply that will give prompt and convenient service.

BID OPENING: DECEMBER 19, 2016 AT 2:00 PM
4970 CITY HALL BOULEVARD, SUITE 302, NORTH PORT, FLORIDA

*****All bids are date and time stamped in Purchasing Suite 337 first and then are opened in Suite 302*****

Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com. Links to DemandStar are also available from the city website at www.cityofnorthport.com. Bid documents are posted on the City FTP site at <http://apps.cityofnorthport.com/ftpinfo/>; however, all addendums are posted on www.demandstar.com. If you have any questions, concerns, or problems accessing the bid package using the link, please contact Lindsay Louke, Contract Specialist, at 941-429-7110. Request for additional information or clarification regarding the specifications must be sent via facsimile to (941) 429-7173 or via email to purchasing@cityofnorthport.com. No verbal requests will be honored. All questions and clarifications must be submitted via e-mail or facsimile by **DECEMBER 8, 2016 at 2:00 PM.**

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH: NOVEMBER 23, 2016
www.cityofnorthport.com
www.demandstar.com

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STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a bid on this service, please return this form (see information below) immediately.

We the undersigned have declined to submit a bid on the requested service Request for Bid # **RFB NO. 2017-01**
PESTICIDE AND HERBICIDE CHEMICALS SUPPLY AND DELIVER
for the following reason(s):

- ☐ Insufficient time to respond to the Request for Bid.
- ☐ We do not offer this service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet bond/insurance requirements.
- ☐ Specifications are unclear (explain below).
- ☐ OTHER (please specify below).

Remarks _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____ DATE: _____

Note: "Statement of No Bid" may be faxed or e-mailed to the Purchasing Division at purchasing@cityofnorthport.com or faxed to 941.429.7173.

SECTION I
INSTRUCTIONS TO BIDDERS

THESE CONDITIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF NORTH PORT. THE CITY OF NORTH PORT MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE GENERAL CONDITIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL CONDITIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITH THIS REQUEST FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

1. DEFINITIONS: Terms used in these Instructions to Bidders are defined and have the meanings assigned to them.

- Addenda: a written change to a solicitation
- Bid: any offer submitted in response to this request for Bid.
- Bidder: One that submits a bid in response to this Request for Bid.
- Bid Documents: Includes the General Terms and Conditions; Special Conditions; Technical Specifications, the Bid Form; Non-Collusive Affidavit; Public Entity Crime Form; Certificate(s) of Insurance, if required; Payment and Performance Bonds, if required; Corporate Resolution; Bid Bond, if required; Local Business Affidavit, Scrutinized Company Affidavit and Certification and all Addendum issued prior to receipt of bids.
- City: Shall refer to City of North Port, a municipal corporation of the State of Florida.
- Contract: The submitted Bid Forms signed by the Vendor, together with the complete Bid solicitation and the Purchase Order(s) furnished by the City (hereinafter "contract documents"), shall constitute a binding contract. The Vendor shall be required to perform according to the contract documents.
- Responsible: Refers to a bidder that has the capacity and capability to perform the work required under a Request for Bid, and is otherwise eligible for award.
- Responsive: Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Request for Bid.
- Request for Bid (RFB): Shall mean this solicitation document, including any and all addenda. A RFB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
- Solicitation: The written document requesting either bids or proposals from the marketplace.
- Successful Bidder: The lowest responsive, responsible Bidder to whom City (on basis of City's evaluation) makes an award.
- Vendor or Contractor: A general reference to any entity responding to this solicitation or performing under any resulting Contract.

The City has established for purposes of this Request for Bid (RFB) that the words "shall", "must", or "will" are equivalent and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response does not substantially satisfy this RFB's mandatory requirements. The words "should" or "may" are equivalent in this RFB and indicate very desirable conditions, or requirements that are permissive in nature.

2. INSTRUCTIONS TO BIDDERS

A. QUALIFICATIONS OF BIDDER: It is intent to the City to award this Contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to provide the services or items required under this Contract within a reasonable time frame acceptable to the City. Bidder may be required to supply information in writing at the request and discretion of the City prior to award of bids, in order to verify above requirements.

B. EXAMINATION OF BID DOCUMENTS/SITE: Prior to submission of a bid form, bidders shall carefully examine the General Terms and Conditions, Special Provisions, Technical Specifications, Insurance Requirements and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

It shall be the responsibility of the bidder, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact the City of North Port Purchasing Department to determine if addenda were issued.

Examination of Site: Prior to submitting a bid form, each bidder shall examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

C. CLARIFICATION AND ADDITIONAL INFORMATION: Discrepancies, omissions, or questions about the intent of the documents will be submitted to the City of North Port Purchasing Manager, or his/her designee in written form as a request for interpretation no later than five (5) business days prior to the bid opening (or may be verbally addressed at the pre-bid meeting, if applicable).

Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all bidders. Receipt by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The City will attempt to notify all prospective bidders of addenda issued to the bid documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Manager, or his/her designee, to determine if addenda were issued, acknowledging and incorporating it into their bid.

D. MODIFICATION OR WITHDRAWAL OF BIDS: Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

E. NO BID: A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the City.

F. CONFLICTS WITHIN SOLICITATION: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.

G. PROMPT PAYMENT: It is the policy of the City that payment for all purchases by the City 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 Local Government 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.

3. PREPARATION AND SUBMISSION OF BID FORM

Bid Form: Bids shall be made on forms supplied by the City, or as otherwise specified. Each bid must state the name of the bidder, the bidder's full business address and state the type of business entity, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the City.

Bid Bond: **(NOT APPLICABLE FOR THIS BID)** Each bid must be accompanied by a bidder's bond or Cashier's check with their bid in the amount of NOT LESS THAN 5% of their total amount of the bid. This security shall ensure that the Bidder does not revoke the bid after bid opening, or fails to execute any necessary additional documents. Cashier's checks will be returned to all bidders after award of bid.

Bid Documents: Bid documents and forms shall be submitted sealed to the City of North Port, Purchasing, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286. The envelope/package shall be clearly marked with the Bid Number, Name and Business Address of the bidder. All interested bidders are required to submit one (1) original and one (1) copy of their completed bid offer.

Submission of a response constitutes a binding offer and shall be subject to all terms and conditions specified in the solicitation.

For your bid to be acceptable, **all blank spaces** must be completely annotated where and when requested. All bids must contain a manual signature of the authorized representative of the bidder in the space provided on the Bid Certification Form.

Responsibility for getting this bid to the City on or before the specified date and time is solely and strictly the responsibility of the bidder. The City will not be responsible for any delay, for any reason whatsoever. Bids must be received and stamped with the date and time on the outside of the envelope, and must be in the City Purchasing Office by the date and time specified for opening.

Bids postmarked prior to said date and time but not received shall not be considered and will be returned to bidder unopened.

Bid Guarantee: The bid form shall be signed where indicated constituting an agreement that the bidder will not withdraw his/her bid for a period of ninety (90) days after the opening of the bids.

Source of Supply and Subcontractors: Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to City approval.

Bid Opening: All bids received by the date and time so specified shall be opened and **the name of each bidder read aloud** within the designated room at City Hall, at the bid opening. The opening and reading shall be in the presence of the City Clerk and the Purchasing Manager or their designees. Bidders and the general public are not required to be present, but are invited and encouraged to attend.

Late Bids: Bids received after the date and time of bid opening will not be considered and will not be opened. It will be the bidder's responsibility to make arrangements for the return of the bid package at their expense.

4. CITY RIGHTS: The City of North Port reserves the right to accept or reject any and/or all bids in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the bid that, in its judgment, will be in the best interest of the City. Also, the City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirement of the City. In the event the City receives only one response, the bid may be either accepted or rejected by the City depending on available competition and the timely needs of the City.

5. AWARD OF BID: The award shall be let to the lowest responsive, responsible bidder who fulfills all criteria and specifications with consideration to favorable references and local preference and whose evaluation by the City indicates that the award will be in the best interest of the City.

Errors: For the purpose of the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

1. Obviously misplaced decimal points will be corrected.
2. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
3. Apparent errors in addition of lump sum and extended prices will be corrected.
4. For the purpose of bid evaluation, the City will proceed on the assumption that the bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.

6. BID TABULATIONS: Pursuant to Florida Statute §119.071(1)(b)2, all bid tabulations shall be posted in the City Hall, 4970 City Hall Boulevard, North Port, Florida and on DemandStar's website at www.demandstar.com within thirty (30) days after bid opening or at such time as the agency provides notice of a decision or intended decision, whichever is earlier.

7. FORM OF CONTRACT: The submitted Bid Form signed by the bidder, together with complete bid package furnished by the City, shall constitute a binding contract. The bidder shall be required to perform according to the bidder's submitted Bid Form and the City's bid package when a purchase order signed by the Purchasing Manager or his/her designee is transmitted to bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and/or Notice to Proceed to the bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the bidder to forfeiture of the bid bond or other posted security and other possible penalties.

8. NOTICE TO PROCEED/DELIVERY: After award of bid, a notice to proceed/purchase order shall be issued bearing the terms of the contract/delivery. Upon receipt of purchase order, successful bidder/contractor shall acknowledge receipt of same by either fax or mail, and shall commence processing of order so that the agreed upon delivery date will be satisfied.

9. WARRANTY: All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the City, 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.

10. DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Special Provisions and Technical specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the City does not approve the substitution.

11. TAXES/FREIGHT: The bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. The City is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the City. The City's

sales tax exemption is not available to vendor for items vendor purchases, regardless of whether these items will be transferred to the City.

In the event the project is declared a sales tax recovery project by the City, the following procedure shall apply:

- (a) The City representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;
- (b) When those materials are purchased by the City, all purchase orders shall be issued directly from Purchasing;
- (c) The City shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/ supplier;
- (d) The City shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the Contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

12. 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 City and the vendor, continue until completion without change to the current prices, terms and conditions.

13. TERMINATION OF CONTRACT:

Funding in Subsequent Fiscal Years: It is expressly understood by the City and the vendor that funding for any successive fiscal years of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the vendor prior to such termination.

Termination with or without Cause: The City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

The City reserves the right to terminate this Contract, in part or in whole, in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City 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.

Termination by Vendor: Vendor shall have the right to terminate services only in the event of the City failing to pay Vendor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

14. PROPRIETARY OR CONFIDENTIAL INFORMATION: Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

15. CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City.

16. COLLUSION: By offering a submission to this RFB, the bidder certifies that the bidder has not divulged to, discussed or compared his/her bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in

connection with this bid: any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor; any prices and/or data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be closed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor; no attempt has been made or will be made by the bidder to induce any other person or firm to person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into; and no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the bidder.

17. PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "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/services to public entity, may not submit a bid on a Contract with a public entity for construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sections 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." By submitting a bid, vendor certifies that vendor is not currently prohibited from transacting business with the City due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.

18. DRUG FREE WORKPLACE PREFERENCE: The City has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the City workplace.

The City requests that the attached Drug Free Workplace Affidavit accompany the bid response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any bidder who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted bids at the same price, terms and conditions, with preference given to the bidder who has signed the affidavit.

19. 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 any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

20. GOVERNING LAWS: The interpretation, effect, and validity of any Contract resulting from this RFB shall be governed by the laws and regulations of the State of Florida. Exclusive venue of any court action shall be in Sarasota County, Florida.

21. SUBCONTRACTING: Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the Contract for default.

22. 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 change order as appropriate. This presumes the modification itself is in compliance with all applicable City procedures.

23. SUCCESSORS AND ASSIGNS: The vendor shall not assign any interest in any Contract resulting from this solicitation and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due to the vendor from the City under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.

24. CONFLICTS OF INTEREST – CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS: The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to contract with the City, they shall seek a conflict of interest opinion from the City Manager or his/her designated representative prior to submittal of a response.

25. TRUTH-IN-NEGOTIATIONS CERTIFICATE: If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

For professional service Contracts, the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

26. STATE REGISTRATION REQUIREMENTS: Any bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

27. PERFORMANCE EVALUATION: At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

28. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: All bidders submitting a response to this RFB agree that such response also constitutes a bid in accordance with the terms of the RFB to all political subdivisions of Sarasota County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder.

29. NONEXCLUSIVE CONTRACT: Award of this Contract shall not require the City to use the Vendor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The city reserves the right to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the City.

30. AUDIT: City shall have the right to audit vendor's records that relate to this Contract. Records shall be maintained for a period of three (3) years from the date of final payment.

31. UNAUTHORIZED ALIEN CLAUSE: The City of North Port will not intentionally award publicly-funded Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Contract by the City.

32. NON-DISCRIMINATION: The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to F.S. §287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

33. EQUAL EMPLOYMENT OPPORTUNITY: The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

34. DECLARATION OF EXEMPTION FROM PUBLIC RECORD: Pursuant to Florida Statute §119.07(1)(b)(2), all bid documents are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

Effective July 1, 2013: F.S. §119.0701, Contractor shall comply with all public records laws, and shall specifically:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Agreement 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 City in a format that is compatible with the information technology systems of the City.

Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

35. INSURANCE REQUIREMENTS: The successful Bidder shall be required to supply, at their cost, insurance coverage in form and amount as required by the City, as outlined in the bid specifications.

36. CONTACT PROHIBITION: All prospective Bidders are hereby instructed **NOT** to contact any member of the City of North Port Commission, the City Manager, or City of North Port staff member other than the Authorized Contact Persons identified in this Solicitation regarding this solicitation package, Bidder's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

37. LOCAL PREFERENCE: Bidder may claim Local Preference if Bidder qualifies under the definition below and in accordance with Ordinance 2009-10, as may be amended by the City of North Port.

A. Local Business Definition:

Preference shall be given to a "local business" in the purchase of commodities and services procured pursuant to this Section. Bidders desiring to receive preference as a local business will be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid shall not be granted local preference consideration for the purpose of that specific contract award.

“Local business” means a bidder that maintains a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before the bid submission date from which the bidder operates or performs business and where at least fifty percent (50%) of the bidder’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.

“North Port local business” means a local business that has its primary physical business address located within the limits of the City for a period of six (6) months or more before bid submission date, from which the bidder operates or performs business and where at least fifty percent (50%) of the bidder’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.

If requested by the City, the bidder will be required to provide documentation substantiating the information given in this affidavit. City reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder’s submission being deemed non-responsive.

Any bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City contracts for a period of three (3) years.

B. Local Price Match Option:

Each formal competitive bid solicitation shall clearly identify the criteria for award. When a responsive and responsible bidder who is not a local business (hereafter, non-local business bidder) submits the lowest bid price (hereafter, low bid), all responsive and responsible local business bidders shall have five (5) business days to submit an offer to match the low bid, provided the original bid submitted by the local business bidder is within ten percent (10%) of the low bid if the amount of the low bid is no more than one million dollars (\$1,000,000). If the amount of the low bid is more than one million dollars (\$1,000,000) but no more than 2 million dollars (\$2,000,000), local business bidders within five percent (5%) shall have the opportunity to match the low bid. If the amount of the low bid is more than two million dollars (\$2,000,000) but no more than 3 million dollars (\$3,000,000), local business bidders within three percent (3%) shall have the opportunity to match the low bid. If the amount of the low bid is more than three million dollars (\$3,000,000), local business bidders within two and one half percent (2.5%) shall have the opportunity to match the low bid. The original lowest responsive and responsible North Port local business bidder who matches the low bid shall receive the award. If no eligible North Port local business bidder can match the low bid, the award shall be made to the original lowest responsive and responsible local business bidder who matches the low bid. If no eligible local business bidder can match the low bid, the award shall be made to the lowest responsive and responsible bidder, regardless of local business status.

If there is a tie between a local business and a non-local business, the local business shall receive the award. If there is a tie between two North Port local businesses or two local businesses, the business with the higher percentage of employees who reside within the City shall receive the award.

38. CONTRACTING WITH CITY EMPLOYEES OR BOARD MEMBERS: Any City employee, Board member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the purchasing manager or their designated representative prior to submittal of a response or application of any type to Contract with the City. The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards of Conduct for Public Officers, Employees of Agencies, And Local Government Attorneys controls contracting with City employees or board members, and provides as follows:

(12) EXEMPTION --The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;

2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and

3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

END OF SECTION I

TECHNICAL SPECIFICATIONS & CONDITIONS

TS-01 PURPOSE: It is the intent of the City of North Port to purchase, on an as required basis, insecticides and herbicides. It is the specific purpose of this bid to establish a conditional contract for the required materials, and to secure the cost and availability of the requirements for procurement from sources of supply that will give prompt and convenient service.

TS-02 BID PRICES/TERMS OF CONTRACT: Bidders shall bid unit prices, FOB Destination, for City of North Port, Florida locations in Section TS-09. The unit prices bid shall include Contractor's costs for all transportation, labor, and equipment used in delivering the materials to the point of delivery. These prices shall be considered firm from date of award through and including September 30, 2018. This bid may be renewed for three (3) additional one (1) year terms, by mutual agreement, provided there are no changes in terms, conditions and prices.

TS-03 FORM OF CONTRACT: The submitted Bid Form signed by the Bidder, together with the complete bid package and any addenda's furnished by the City, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the City's bid package when a purchase order, signed by the Purchasing Manager, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting to cancellation or termination whichever is most appropriate and other possible penalties.

TS-04 STANDARDS: It shall be the responsibility of each supplier to assure compliance with any Occupational Safety and Health Administration, (OSHA), Environmental Protection Agency (EPA), National Safety Foundation International (NSF) and other Federal, State, and/or Local rules, regulations, or other requirements, as each may apply.

Where AWWA Standards are applicable to any chemical listed herein, the same shall be in compliance with the latest revisions thereof. Florida Statutes, Chapter 442 Right-To-Know Law, mandates on-site Material Safety Data Sheets (MSDS) for all toxic substances. All bidders are required to submit MSDS with their Bid Forms.

TS-05 QUANTITIES: The quantities specified are based on annual estimates. The City makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements.

TS-06 REFERENCES: As part of the evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

TS-07 QUALITY: The City will make the sole determination as to the suitability of materials when quality is a question or concern.

TS-08 DELIVERY: Successful bidder(s) shall be strictly held to delivery date. In the event chemicals are not delivered by date specified, the City reserves the right to withdraw from contracts of purchase, and either award to the next lowest bidder or re-bid the specific product.

Date and Time: All deliveries shall be made between 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed upon by the receiving department prior to delivery. No additional delivery charges may be imposed for additional delivery attempts resulting from the successful bidders' failure to make contact with the representative at delivery site. Bulk deliveries require two (2) hours' notice of arrival from the supplier prior to delivery.

Off-Loading: Bidders shall indicate on the Bid Form their methods for off-loading the chemicals (example: pallet of chemical by use of a pallet jack or forklift). Such methods must be made known in advance as the City wishes to contract with suppliers that have safe, efficient techniques for off-loading established. It is the successful bidders' full responsibility to off-load all deliveries and place in City storage facilities.

Locations: Separate invoicing reflecting Purchase Order Numbers will be required. Should successful bidder(s) become unable to perform due to breakdown, product scheduling, lack of product or equipment, City may, as needed, purchase from other sources. Chemicals shall be delivered to the following various locations throughout the City:

North Port Department of Public Works
1850 W. Price Blvd.
North Port, FL 34286

North Port Property Maintenance
5455 Pan American Blvd.
North Port, FL 34287

North Port Water Treatment Plant
5755 North Port Blvd.
North Port, FL 34287

North Port Wastewater Treatment Plant
5355 Pan American Blvd.
North Port, FL 34287

The City reserves the right to have chemical products delivered to other City locations not included in the list above if needed. Successful bidder(s) must make deliveries within 96 hours of notification unless otherwise arranged with City personnel. If the successful bidder(s) cannot meet the requirements, the City shall purchase from another source until successful bidder(s) is able to meet the requirements.

TS-10 TECHNICAL SPECIFICATIONS:

A. For ease of identification, some products have been identified by brand or trade name. In some cases, products may have been identified by chemical family or function of products. Bidders are to submit bids for individual products within the specific chemical group. If there is a brand name "or equivalent" listed on the bid form, the equivalent shall be equal with the same chemical properties. Equality of products associated with this Request for Bid shall be determined solely by the City.

B. When submitting bids, bidders must include a detailed description of the material bid and its product name, which shall be same or equivalent to the product item listed, including product label and container size, for proper evaluation and comparison of products by the City.

Examples:	Brand Name	Chemical Name	Container Size
	Sonar	Floridone 1	Gallon Drum

C. The exact quantities of the required insecticides and herbicides cannot be determined at this time. Quantities listed below are given for guidance only. The contract may result in purchase of any combination of products and/or quantities; however, no minimum amounts are guaranteed or implied. The City container size packaging is recommended packaging only. If products are to be packaged using a different container size, the package size shall also be noted on Bid Form.

D. All materials supplied under this contract must meet all regulatory agency requirements (Federal, State, County, and City) and must be within appropriate shelf or storage life. Materials proposed must be of standard production and be supported by a history of successful performance and use. All pesticide material must be labeled for aquatic use in the State of Florida.

E. Materials and quantities that may be supplied under this contract are as follows:

Item No.	Description	Est. Quantity	Packaging
1	RANGER	1	2.5 gallon
2	PROCECUTOR/ROUND UP	2	30 gallon
3	FUSILADE II	1	1 quart
4	TALSTAR	1	1 pint

5	RECEDE	80	2.5 lbs.
6	PRE-M	1	2.5 gallon
7	PERMETHRIN	8	1.25 gallon
8	ADVION	80	2.5 lbs.
9	EXTINGUISH PLUS	80	2.5 lbs.
10	SPRAY INDICATOR	240	1 gallon
11	TRIBUNE	335	2.5 gallon
12	KNOCKOUT	335	2.5 gallon
13	DIQUAT	335	2.5 gallon
14	REWARD	335	2.5 gallon
15	KAMMO PLUS	500	2.5 gallon
16	ACCURACY	24	1 quart
17	PROMATE DRIFT	24	1 quart
18	SONAR AR/AVAST	16	1 gallon
19	SONAR PR	23	30-lb pail
20	SONAR Q	26	40-lb pail
21	STING RAY	46	1 quart
22	ROUND UP CUSTOM	680	2.5 gallon
23	RODEO	400	2.5 gallon
24	RENOVATE 3	100	2.5 gallon
25	ELEMENT 3 A	1	2.5 gallon
26	POLARIS	1	2.5 gallon
27	TAURUS G FIRPONIL GRANULES	40	30 lbs.

TS-11 AUTHORIZED FLORIDA DISTRIBUTOR: All Bidders must provide statement from manufacturer of any/all product(s) bid, showing Bidder to be an authorized distributor within the State of Florida for said product.

TS-12 BREAKDOWN/WORKLOADS: Contractor acknowledges that, should he be awarded this contract and is unable to perform because of breakdown, scheduling, lack of equipment or manpower, the City may, on an order basis, go to the next qualified bidder without penalty to the City.

TS-13 SAFETY MEASURES: Bidder(s) shall assure the City that each delivery truck will have the following (exceptions to these provisions must be noted on Bid Forms):

- A capable, CDL-licensed driver trained in the proper handling of chemical shipments and operation of equipment (if applicable).
- Self-Contained Breathing Apparatus (SCBA) (if applicable).
- Repair Kits for use on a 1-ton and/or 150-pound cylinder (if applicable).

Successful bidder(s) guarantee(s) that when, in the opinion of the City, an emergency condition exists related to chemicals, trained emergency crew(s) and proper equipment will be immediately available on a 24-hour basis if the City places a telephone call to the number provided by the successful bidder(s).

The awarded vendor(s) shall supply, in writing, an emergency spill response plan with emergency response personnel names and contact telephone numbers and 24-hour contact numbers. Emergency Response Plans must be detailed and proficient. ***Bidder(s) shall supply, in writing, an updated Emergency Response Plan once per year.*** The City reserves the right to reject bidder(s) who fail to submit a comprehensive, emergency spill response plan.

Proper spill response notification procedure, along with any forms as required by all local, state or federal regulatory agencies, shall be supplied by the successful bidder(s) and any subcontracted delivery companies. This requirement in no way relieves the successful bidder(s) of his responsibility to notify the proper regulatory agencies of a spill incident.

In the event of a spill or leak, the successful bidder(s) shall provide the necessary personnel to respond to and work with the City of North Port Fire Rescue Department or designated Hazardous Materials Response Team. The successful bidder(s) shall manage and oversee "After Event" clean-up efforts. Should a spill or leak caused by successful bidders' personnel, equipment, or method of delivery occur, successful bidder(s) shall immediately comply with all applicable terms and conditions of the Superfund Amendments and Reauthorization Act of 1986, 42 USC 11001, et. seq. (SARA) and the Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes. The responsibility of compliance with Federal, State, and/or City Rules and Regulations regarding vendor-caused spills or releases shall rest with the successful bidder(s). Successful bidder(s) agrees to hold the City of North Port harmless for failure to properly report and/or comply with this provision.

TS-14 TERMINATION: The City Manager or designee shall have the right to, at any time upon thirty (30) calendar days' written notice to Vendor, terminate the services of Vendor and, in that event, Vendor shall cease work and deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by Vendor in connection with its performance. Upon delivery of the documents, the City shall pay the Vendor in full settlement of all claims by it hereunder for the goods actually delivered and accepted under the Contract, as determined by the City, less payments already made to the Vendor, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Vendor in accordance with the provisions of the Contract.

VENDOR shall have the right to terminate services only in the event of the City failing to pay Vendor's properly documented and submitted invoice(s) within ninety (90) calendar days of the approval by the City's Administrative Agent.

The City Manager or designee reserves the right to immediately terminate and cancel this Contract in the event Vendor shall be placed in either voluntary or involuntary bankruptcy, a Receiver is appointed for the Vendor or an assignment is made for the benefit of creditors.

TS-15 LATE DELIVERY: The City Manager or designee may immediately terminate the Contract if Vendor does not deliver goods on the date specified by Vendor in the order form, or alternatively may obtain such goods from an alternate source of supply. The City shall not be required to accept any late delivery of goods.

TS-16 CRITERIA FOR AWARD: The award of this bid shall be a multi-award to the lowest responsive, responsible bidder(s) meeting or exceeding all of the specifications. Award of this bid may be made *in total or in part or by line item*, whichever the City determines is in its best interest. Identical low bids in total or per item will be awarded to the bidder with the greatest number of line items. Other considerations in the award of this bid shall be the number of days required to deliver after receipt of purchase order and local preference.

In addition, the bid evaluation shall consider previous performance, safety, reliability and reference checks. Because of the hazardous nature of some products and the relatively short shelf life of others, consideration shall be given to the bidder's safety record, reliability and previous performance.

The City reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract.

INSURANCE REQUIREMENTS

A. INSURANCE

A. Before performing any contract work, Vendor shall procure and maintain during the life of the Contract the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Vendor.

- i. Workers Compensation: Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.
- ii. Comprehensive Commercial General Liability Insurance: Occurrence form required. Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
- iii. Business Automobile Insurance: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract. The (subcontractor/vendor) is solely responsible for any deductible or self-insured retention contained within this, or any other policy required under this contract.
- iv. Environmental/Pollution Liability: A Broad Form Pollution Liability policy or Environmental Impairment and/or Remediation policy is required with minimum combined single limit of \$100,000 per each occurrence, and general aggregate limit of \$300,000. Occurrence form is required. Occurrence form is preferred but a claim made form may be accepted if the following conditions are met. If any of the aforementioned liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this contract for a duration of 24 months or the maximum time period the (subcontractor/vendor's) insurer will provide such if less than 24 months. (Subcontractor/vendor) will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this contract. This will be a condition of the Final Acceptance of Work or Services and Related Warranty (if any). (Subcontractor/vendor) performing work shall obtain and keep in effect during the term of their contract with the (Contractor/City), Pollution Liability Insurance, including Asbestos Liability Insurance (when applicable), covering the subcontractor/vendor's liability for bodily injury, property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs incurred by the (subcontractor/vendor), all arising out of the work or services (including the transportation risk, when applicable) to be performed under this contract. The (subcontractor/vendor) is solely responsible for any deductible or self-insured retention contained within this, or any other policy required under this contract. The policy must include the City of North Port, its officers, agents, employees and servants as additional insureds, but only insofar as the operations under the contract are concerned.

v. General requirements: City of North Port is to be named additional insured on the Comprehensive Commercial General Liability Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.

REQUIRED: Combined Bodily (Injury) Liability and Property Damage Liability (referred to as Combined Single Limit - CSL). Proof of valid coverage must be the original or photocopy of any one of the following:

1. Certificate of self-insurance issued by Highway Safety and Motor Vehicles, Bureau of Financial Responsibility. (All the following proofs of insurance, 2-7, must contain the following endorsement: "As provided for in Section 320.02(5)(e), Florida Statutes, the listed insurance policy(s) or surety bond(s) may not be cancelled on less than 30 days' written notice by the insurer to the Department of Highway Safety and Motor Vehicles, such 30 days' notice to commence from the date notice is received by the Department.")
2. Form E, Uniform Motor Carrier Bodily Injury and Property Damage Liability.
3. Proof of self-insurance certification with the Federal Motor Carrier Safety Administration.
4. Policy that provides the required coverage.
5. Insurance binder.
6. Certificate of insurance issued on insurance form only.
7. Depositing a surety bond with the FDOT, or a combination of a surety bond and insurance policy, which satisfies the requirements of ***Florida Statutes 320.02(5)(e)22***.

B. WAIVER OF SUBROGATION

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Vendor for the City. It is the Vendor's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Vendor, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Vendor or its agents may be responsible for.

C. POLICY FORM

- i. All policies, required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.
- ii. Insurance requirements itemized in this Contract, and required of the Vendor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Vendor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- iii. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Vendor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
- iv. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
- v. The procuring of required policies of insurance shall not be construed to limit Vendor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Vendor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Vendor and its carrier.
- vi. The Vendor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.
- vii. Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Vendor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- viii. Certificates of Insurance Evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Vendor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

ix. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to the Vendor's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

D. The Certificate of Insurance must include the following:

In the "Description of Operations/Special Provisions" section - "City of North Port is named as an additional insured, as their interests may appear on Commercial General Liability."

In the "Certificate Holder" section

City of North Port
4970 City Hall Boulevard
North Port, FL 34286

BIDDER CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Local Business Status: If Bidder affirms that it is a local business or North Port local business as defined in Ordinance 2009-10, then either the Affidavit Claiming Status as a Local Business, or the Affidavit Claiming Status as a North Port Local Business, which are included as a part of this bid package, must be completed and returned.

- ☐ Yes, our business qualifies as a "Local Business" and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission (Complete Affidavit on page 32).
- ☐ Yes, our business qualifies as a North Port Local Business and has completed and attached the 'Affidavit Claiming Status as a North Port Local Business' as a part of our submission (Complete Affidavit on page 33).
- ☒ No, our business does not qualify as a Local Business or North Port Local Business.

Is the Bid envelope marked accordingly: The City will receive SEALED bids at the following address and clearly marked on the outside: " REQUEST FOR BID NO. 2017-01: PESTICIDE AND HERBICIDE CHEMICALS - SUPPLY AND DELIVER " and addressed to: <p style="text-align: center;">City of North Port Lindsay Louke, Contract Specialist 4970 City Hall Boulevard, Suite 337 North Port, Florida 34286</p>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Are all the pages signed by a person who binds the Company?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is Safety Report and Quality program included?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Are MSDS sheets submitted?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Are References included as per page 31?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Addenda Acknowledgement (if any issued)	<input type="checkbox"/> YES <input type="checkbox"/> NO
Non-Collusive Affidavit signed and notarized?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Drug Free Workplace Form signed? (If applicable)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Conflict of Interest Form	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

COMPANY: Helena Chemical Co

SIGNATURE: [Signature]

RETURN ONE (1) ORIGINAL AND ONE (1) COPY

CITY OF NORTH PORT
REQUEST FOR BID NO. 2017-01
Pesticide and Herbicide Chemicals - Supply and Deliver

Public Entity Crime Information Form signed?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Statement of Organization Form completed (The Bidder shall submit proof that the company is authorized to do business in the State of Florida. Bidder shall submit Registration Certificate from the Florida Department of State, Division of Corporations, establishing your company as eligible to conduct business in the State of Florida. Please refer to website www.sunbiz.org .) Note: Bidder must submit proof that their firm name is registered with their State of origin if not a Florida company.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Contractor has reviewed all the insurance requirements and is able to meet requirements and provide Insurance certificate(s) to the City within ten (10) days of contract award.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

COMPANY:

Helena Chemical Co

SIGNATURE:

[Signature]

RETURN ONE (1) ORIGINAL AND ONE (1) COPY

BID FORM

Name of Bidder: Helena Chemical Co
Business Address: P.O. Box 1758 Dade City, FL 33526
907 Alachua Street, Immokalee, FL 34142
Telephone Number: (852) 521-3538 Fax Number: 352 527-2083
E-mail Address: hurltm@helen
Contractor License #: _____
FEID #: _____

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the CITY in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices, to wit:

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **one hundred-twenty (120) days** from the date of the official bid opening.

COMPANY: _____
SIGNATURE: [Signature]

RETURN ONE (1) ORIGINAL AND ONE (1) COPY

BID FORM

Name of Bidder: Helena Chemical Co

Business Address: P.O. Box 1758 Dade City, FL 33526

Local Warehouse: 907 Alachua Street; Immokalee, FL 34142

Telephone Number: (352) 521-3583 Fax Number: (352) 567-2083

E-mail Address: hurttm@helenachemical.com

Contractor License #: _____

FEID #: 71-0293688

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

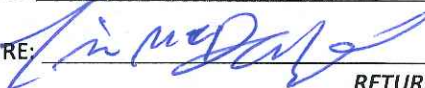
The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the CITY in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices, to wit:

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____
Addendum No. _____ Dated _____	Addendum No. _____ Dated _____

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **one hundred-twenty (120) days** from the date of the official bid opening.

COMPANY: Helena Chemical Co

SIGNATURE:  _____

RETURN ONE (1) ORIGINAL AND ONE (1) COPY

BID SCHEDULE

Bidder should not reference the words "No Charge, N/A, included, dash, etc." on any of the line items. Bidder must identify a monetary amount for each line item. If vendor is not providing a bid price for an item, zero (0) must be designated on that line item. Failure to identify a monetary amount for each item may cause bidder's to be deemed non-responsive and bid response be rejected.

PRICES:

- | | |
|---------------------------------------|---|
| 1. RANGER OR EQUIVALENT | Product Name: <u>Ranger Pro</u> |
| \$ <u>11.50</u> /gal | Package Size: <u>2.5 gal</u> Days for Delivery: <u>3</u> |
| 2. PROSECUTOR, ROUND UP OR EQUIVALENT | Product Name: <u>Ranger Pro</u> |
| \$ <u>11.50</u> /gal | Package Size: <u>2.5 gal</u> Days for Delivery: <u>3</u> |
| 3. FUSILADE II OR EQUIVALENT | Product Name: <u>Fusilade II</u> |
| \$ <u>56.25</u> /qt | Package Size: <u> </u> Days for Delivery: <u>3</u> |
| 4. TALSTAR OR EQUIVALENT | Product Name: <u>Talstar Professional</u> |
| \$ <u>17.00</u> /pt | Package Size: <u>pint</u> Days for Delivery: <u>3</u> |
| 5. RECEDE OR EQUIVALENT | Product Name: <u>Foambuster</u> |
| \$ <u>6.25/pint</u> /lb. | Package Size: <u>pint</u> Days for Delivery: <u>3</u> |
| 6. PRE-M OR EQUIVALENT | Product Name: <u>Penedulum 3.3 T&O</u> |
| \$ <u>31.00</u> /gal | Package Size: <u>2.5 gal</u> Days for Delivery: <u>3</u> |
| 7. PERMETHRIN OR EQUIVALENT | Product Name: <u>Perm-UP</u> |
| \$ <u>54.50</u> /gal | Package Size: <u>2.5 gal</u> Days for Delivery: <u>3</u> |
| 8. ADVION OR EQUIVALENT | Product Name: <u>Advion</u> |
| \$ <u>9.60</u> /lb | Package Size: <u>25 lb</u> Days for Delivery: <u>3</u> |
| 9. EXTINGUISH PLUS | Product Name: <u>Extinguish Plus</u> |
| \$ <u>6.60</u> /lb | Package Size: <u>25 lb</u> Days for Delivery: <u>3</u> |

• ***The following must be approved for aquatic application:***

10. SPRAY INDICATOR OR EQUIVALENT	Product Name: <u>Spec Spray Indicator</u>
\$ <u>21.25</u> /gal	Package Size: <u>1 gal</u> Days for Delivery: <u>3</u>
11. TRIBUNE OR EQUIVALENT	Product Name: <u>Tribune</u>
\$ <u>43.00</u> /gal	Package Size: <u>2.5 gal</u> Days for Delivery: <u>3</u>
12. KNOCKOUT OR EQUIVALENT	Product Name: <u>Tribune</u>
\$ <u>43.00</u> /gal	Package Size: <u>2.5 gal</u> Days for Delivery: <u>3</u>
13. DIQUAT OR EQUIVALENT	Product Name: <u>Tribune</u>
\$ <u>43.00</u> /gal	Package Size: <u>2.5 gal</u> Days for Delivery: <u>3</u>
14. REWARD OR EQUALVALENT	Product Name: <u>Tribune</u>
\$ <u>43.00</u> /gal	Package Size: <u>2.5 gal</u> Days for Delivery: <u>3</u>
15. KAMMO PLUS OR EQUIVALENT	Product Name: <u>there is no equivalent</u>
\$ <u>26.50</u> /gal	Package Size: <u>2.5 gal</u> Days for Delivery: <u>3</u>
16. ACCURACY OR EQUIVALENT	Product Name: <u>Accuracy</u>
\$ <u>8.25</u> / qt	Package Size: <u>quart</u> Days for Delivery: <u>3</u>
17. PROMATE DRIFT OR EQUIVALENT	Product Name: <u>Accuracy</u>
\$ <u>8.25</u> /qt	Package Size: <u>quart</u> Days for Delivery: <u>3</u>
18. SONAR AR/AVAST OR EQUIVALENT	Product Name: <u>NO BID</u>
\$ <u>0.00</u> /gal	Package Size: <u>N/A</u> Days for Delivery: <u>N/A</u>
19. SONAR PR OR EQUIVALENT	Product Name: <u>Sonar PR</u>
\$ <u>35.84</u> /lb	Package Size: <u>30 lbs</u> Days for Delivery: <u>3</u>

CITY OF NORTH PORT
REQUEST FOR BID NO. 2017-01
Pesticide and Herbicide Chemicals - Supply and Deliver

20.SONAR Q OR EQUIVALENT

\$ 29.64 /lb

Product Name: Sonar Q

Package Size: 40 lbs Days for Delivery: 3

21.STING RAY OR EQUIVALENT

\$ 147.20 /qt

Product Name: Stingray

Package Size: qt Days for Delivery: 3

22.ROUND UP CUSTOM OR EQUIVALENT

\$ 16.75 /gal

Product Name: Roundup Custom

Package Size: 2.5 gal Days for Delivery: 3

23.RODEO OR EQUIVALENT

\$ 16.75 /gal

Product Name: Roundup Custom

Package Size: 2.5 gal Days for Delivery: 3

24.RENOVATE 3 OR EQUIVALENT

\$ 71.00 /gal

Product Name: Garlon 3A

Package Size: 2.5 gal Days for Delivery: 3

25.ELEMENT 3 A OR EQUIVALENT

\$ 71.00 /gal

Product Name: Garlon 3A

Package Size: 2.5 gal Days for Delivery: 3

26.POLARIS OR EQUIVALENT

\$ 49.75 /gal

Product Name: Polaris

Package Size: 2.5 gal Days for Delivery: 3

27.TAURUS G FIPRONIL GRANULES

\$ 1.50 /lb

Product Name: Taurus G

Package Size: 30 lb Days for Delivery: 3

Methods of Chemical Unloading: _____

COMPANY: Helena Chemical Co

SIGNATURE:  _____

RETURN ONE (1) ORIGINAL AND ONE (1) COPY

AFFIDAVIT

Claiming Status as a LOCAL BUSINESS

****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM LOCAL BUSINESS STATUS****

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared: _____
who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____
the Bidder that has submitted the attached proposal;

AND

2. I am fully informed respecting the operation and employees of the Bidder;

AND

3. I affirm that the Bidder has maintained a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is _____

AND

4. I affirm that at least fifty percent (50%) of the Bidder's employees are residents of the City of North Port. If requested by the City, the bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Any bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City contracts for a period of three (3) years.

State of Florida
County of _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ who ☐ is
personally known to me or ☐ has produced his driver's license as identification.

NOTARY SEAL:

Notary Public - State of Florida

Print Name: _____

Commission No: _____

This page to be returned only if Contractor is claiming a Local Business Status.

AFFIDAVIT

Claiming Status as a North Port Local Business

****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM NORTH PORT BUSINESS STATUS****

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of
_____, the Bidder that has submitted the attached bid;

AND

2. I am fully informed respecting the operation and employees of the Bidder;

AND

3. I affirm that the Bidder has maintained its primary physical business address within the limits of the City of North Port for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is _____.

AND

4. I affirm that at least fifty percent (50%) of the Bidder's employees are residents of the City of North Port.

If requested by the City, the bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Any bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City contracts for a period of three (3) years.

State of Florida
County of _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ who ☐
is personally known to me or ☐ has produced his driver's license as identification.

NOTARY SEAL:

Notary Public - State of Florida

Print Name: _____

Commission No: _____

This page to be returned only if Contractor is claiming a North Port Local Business Status.

REFERENCES/CLIENT LISTING: Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

1. Company/Entity Name: Brevard Co

Address: 349 Wenner Way

City: Cocoa State FL Zip Code 32926

Name of Contact Person: Tim Heron Title: _____

Telephone# 321-403-8081 Fax: 321-635-7900 E-Mail: _____

Contract Period: multiple years

Type of Product Supplied: various chemicals

Governmental or Private: governement Dollar Value of Contract \$ _____

2. Company/Entity Name: South Florida Water Management District

Address: P.O. Box 24680

City: West Palm Beach State FL Zip Code 33406

Name of Contact Person: Josylynn Harris - Fitzroy Title: Procurement Manager

Telephone# 561-682-2298 Fax: 561-682-2298 E-Mail: _____

Contract Period: Multiple Years

Type of Product Supplied: various chemicals

Governmental or Private: Governement Dollar Value of Contract \$ _____

3. Company/Entity Name: St John's River Water Management District

Address: 4049 Reid Street

City: Palatka State FL Zip Code 32177

Name of Contact Person: Renae Smith Title: Procurement Manager

Telephone# 386-329-4859 Fax: 386-329-4546 E-Mail: _____

Contract Period: Multiple Years

Type of Product Supplied: Various Chemicals

Governmental or Private: Government Dollar Value of Contract \$ _____

COMPANY NAME: Helena Chemical Co

SIGNATURE:  _____

RETURN ONE (1) ORIGINAL AND ONE (1) COPY

STATEMENT OF ORGANIZATION

Name of Business: Helena Chemical Co
DBA (if any): _____
Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): Corporation
Business Address: P.O. Box 1758 Dade City, FL 33526
907 Alachua Street Immokalee, FL
Mailing Address (If applicable): P.O. Box 1758
Dade City, FL 33526
Phone: (352) 521-3538 Fax: (352) 567-2083
E-Mail: hurrthm@helenachemical.com
Name/Title of person authorized to bind: Tim McDuffie - Sales Rep
Signature: [Signature]

Are you registered with the State of Florida Department of State? ☒ Yes or ☐ No

If yes, what is your document number? 838677

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

STATE OF FL
COUNTY OF PASCO



Sworn to and subscribed before me this 13 day of December, 2016, by Tim McDuffie who ☒ is personally known to me or ☐ has produced his/her driver's license as identification.

Kathy J Catrett

Notary Public - State of Florida

Print Name: Kathy J. Catrett

Commission No: January 4, 2017 EE857182

THIS PAGE MUST BE SUBMITTED WITH REPLY.

PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, Tim McDuffie, being an authorized representative of the Respondent,
Helena Chemical Co, located at P.O. Box 1958

City: Dade City State: FL Zip Code: 33526, have read and understand
the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S.
§287.133.

Signature: [Signature] Date: 12/13/16

Telephone #: (352) 521-3538 Fax #: (352) 567-2083

Federal ID #: 71-0293688

STATE OF FL
COUNTY OF PASCO



Sworn to and subscribed before me this 13 day of December, 2016, by Tim McDuffie
who ☒ is personally known to me or ☐ has produced his/her driver's license as identification.

Kathy J Catrett
Notary Public - State of Florida

Print Name: Kathy J Catrett

Commission No: EE857182

NON-COLLUSIVE AFFIDAVIT

State of FL

County of Pasco

SS. }

Before me, the undersigned authority, personally appeared:

Tim McDuffie who, being first duly sworn, deposes and says that:

1. He/She is the Sales Rep (Owner, Partner, Officer, Representative or Agent) of Helena Chemical Co, the Respondent that has submitted the attached reply;
2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any Respondent, firm, or person to fix the price or prices in the attached reply or of any other Respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this 13th day of December, 2016.

By: [Signature]

Tim McDuffie

(Printed Name)

Sales Rep

(Title)

STATE OF FL
COUNTY OF PASCO

Sworn to and subscribed before me this 13 day of December, 2016, by Tim McDuffie who ☒ is personally known to me or ☐ has produced his/her driver's license as identification.

Kathy J Catrett

Notary Public - State of Florida

Print Name: Kathyn J Catrett

Commission No: EE857182



COMPANY NAME: Helena Chemical Co

SIGNATURE: [Signature]

RETURN ONE (1) ORIGINAL AND ONE (1) COPY

DRUG FREE WORKPLACE FORM

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that
Helena Chemical Co does:
(Company Name)

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

Check one:

☒

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

☐

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

[Signature]
Offeror's Signature
12/13/14
Date

THIS PAGE MUST BE RETURNED IF SUBMITTING A QUOTE.

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

- ☐ I am an employee, public officer or advisory board member of the City
_____(List Position Or Board)
- ☐ I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____
- ☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____
- ☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____
- ☒ None of The Above

PART II:

Are you going to request an advisory board member waiver?

- ☐ I will request an advisory board member waiver under §112.313(12)
- ☐ I will NOT request an advisory board member waiver under §112.313(12)
- ☒ N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any bidders whose conflicts are not waived or exempt.

COMPANY:

Helena Chemical Co

SIGNATURE:

[Signature] 12/13/14

This page must be completed and submitted

ALL BID PAGES MUST BE EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE

SCRUTINIZED COMPANY AFFIDAVIT AND CERTIFICATION

State of FL
County of Polk }
SS.

Florida Statutes §287.135 prohibits local governments from contracting with Scrutinized Companies for contracts valued at one million dollars (\$1,000,000.00) or greater, subject to certain exceptions.

Before me, the undersigned authority personally appeared: Tim McDuffie who, being first duly sworn, deposes and says that:

1. I am the Sales Rep (Owner, Partner, Officer, Representative or Agent) of Helene Chemical Co that has submitted the attached proposal.
2. I am fully informed respecting the Respondent.
3. I have read and am familiar with the requirements of Florida Statutes §287.135.
4. The Respondent is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list as defined in Florida Statutes §215.473 and is therefore eligible to submit this bid or proposal.
5. Under penalties of perjury, I declare that I have examined this affidavit and certification and to the best of my knowledge and belief, it is true, correct, and complete.

Signed, sealed and delivered this 13 day of Dec, 2016

By: [Signature]

Sworn to and subscribed before me this 13 day of December, 2016, by Tim McDuffie who
☐ is personally known to me or ☐ has produced his/her driver's license as identification.



Notary Public - State of FL
Print Name: Kathy J Catrett
Commission No: EE 857182

THIS PAGE MUST BE SUBMITTED WITH REPLY.

LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that":

STATE OF FL

COUNTY OF Pasco

This 13 day Dec of 2016, Tim McDuffie, being first duly sworn, deposes and says that he or she is the authorized representative of Helena Chemical Co (Name of the contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the city in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the city. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signed, sealed and delivered this 13th day of dec, 2016

By: [Signature]

Tim McDuffie
(Printed Name)

Sales Rep
(Title)

STATE OF FL
COUNTY OF PASCO

Sworn to and subscribed before me this 13 day of December, 2016, by Tim McDuffie who ☒ is personally known to me or ☐ has produced his/her driver's license as identification.

Notary Public - State of FL
Print Name: Kathy J Catrett
Commission No: EE 857182



THIS PAGE MUST BE SUBMITTED WITH BID



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2016

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. 1000 RIDGEWAY LOOP RD. MEMPHIS, TN 38120 Attn: Kendra.Griffin@marsh.com Fax 212-948-1281	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
S00712-HCC-#4-16-17 35021 AI	INSURER(S) AFFORDING COVERAGE	
INSURED Helena Chemical Company 225 Schilling Boulevard Suite 300 Collierville, TN 38017	INSURER A: Sompo Japan Insurance Company Of America	NAIC # 11126
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

ATL-004129816-01

REVISION NUMBER:2

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Herbicide / Pesticide Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		GDL4000A0	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPI/OP AGG \$ EXCLUDED
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> \$10,000 PIP			ADV40002C0 (AOS) ADV40019T0 (MA)	10/01/2016 10/01/2016	10/01/2017 10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCD40076Y0 (AOS) WCR40004E0 (OR,WI)	10/01/2016 10/01/2016	10/01/2017 10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Bid # 2017-01 - Pesticides and Herbicides

The City of North Port is named Additional Insured under General Liability as required by written contract.

CERTIFICATE HOLDER

City of North Port
4970 City Hall Blvd.
North Port, FL 34286

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
of Marsh USA inc.
Paul Woods

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B.V.C.W



POLICY STATEMENT: DRUG AND ALCOHOL-FREE WORKPLACE

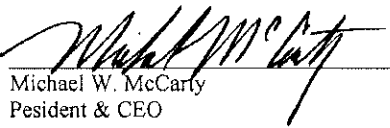
It is the policy of Helena to create a drug-free workplace in keeping with the spirit and intent of the Drug-free Workplace Act of 1988. The use of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines Helena's ability to operate effectively and efficiently. In this connection, the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace or while engaged in Helena business off Helena's premises is strictly prohibited. Such conduct is also prohibited during nonworking time to the extent that in the opinion of Helena, it impairs an employee's ability to perform on the job or threatens the reputation or integrity of Helena.

To educate employees on the dangers of drug abuse, Helena has established a drug-free awareness program. The company will use this program in an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace. The drug free awareness program will inform employees about: (1) the dangers of alcohol and drug abuse in the workplace; (2) the Company's alcohol and drug abuse policy; (3) the availability of rehabilitation, counseling and employee assistance programs; and (4) the sanctions the Company will impose for violation of its alcohol and drug abuse policy. Employees convicted of controlled substance-related violations in the workplace, including pleas of nolo contendere (i.e., no contest), must inform Helena within five days of such conviction or plea. Employees who violate any aspect of this policy may be subject to disciplinary action up to and including an unpaid suspension or termination. At its discretion, Helena may require employees who violate this policy to successfully complete a drug abuse assistance or rehabilitation program and undergo random periodic drug screens as a condition of continued employment.

Helena reserves the right to require employees to undergo appropriate tests designed to detect the presence of alcohol, illegal drugs, or other controlled substances in accordance with Helena's Alcohol and Drug Policy. To learn more please consult Helena's Alcohol and Drug Abuse Policy applicable to your state. Refusal to consent to such a test may result in disciplinary action up to and including an unpaid suspension or termination.

Revision Date: January 1, 2008

By:


Michael W. McCarty
President & CEO



B.V.C.W

POLICY STATEMENT: AFFIRMATIVE ACTION & EQUAL EMPLOYMENT OPPORTUNITY

The Policy of Helena Chemical Company and all of its wholly owned subsidiaries, herein known as "Company", is to provide equal employment opportunities to all applicants and employees without regard to race, color, religion, sex, age, national origin, sexual orientation, disability or status as a special disabled veteran of the Vietnam Era, a recently separated veteran or a veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized; and to affirmatively seek to advance the principles of equal employment opportunity.

Further, the Company takes affirmative action to insure that applicants and employees covered under Executive Order 11246, as amended, the Rehabilitation Act of 1973 and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, are not discriminated against due to their race, color, religion, sex, national origin, sexual orientation, disability or status as a special disabled veteran, a veteran of the Vietnam Era, a recently separated veteran or a veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

As President and CEO, I affirm that the above Equal Employment Opportunity Policy and the Affirmative Action Program executed simultaneously herewith reflect the Company's attitude and its intention to:

- Recruit, hire, train and promote for all job classifications without regard to race, color, religion, sex, age, national origin, sexual orientation, disability or status as a special disabled veteran, a veteran of the Vietnam Era, a recently separated veteran or a veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.
- Base decisions on employment so as to further the principles of equal employment opportunity for the disabled, Vietnam Era veterans, special disabled veterans, recently separated veterans and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.
- Insure that promotion decisions are in accord with principles of equal employment opportunity.
- Insure that all other personnel actions such as compensation, benefits, transfers, terminations, company-sponsored training, educational tuition assistance and social and recreational programs are administered without regard to race, color, religion, sex, age, national origin, sexual orientation, disability, or status as a special disabled veteran, a veteran of the Vietnam Era, a recently separated veteran or a veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.


Employees and applicants shall not be subjected to harassment, intimidation, threats coercion or discrimination because they have: (1) filed a complaint; (2) assisted or participated in an investigation, compliance review hearing or any other activity related to the administration of any federal, state or local law requiring Equal Employment Opportunity; (3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or (4) exercised any other right protected by federal, state or local law requiring equal opportunity.

Helena Chemical Company and all of its wholly owned subsidiaries, in compliance with Executive Order 11246, as amended by Executive Order 11375, the Rehabilitation Act of 1973 and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, maintains a written Affirmative Action Program. The Affirmative Action Program is maintained in the Human Resources Department and is made available to prospective employees and employees upon request, during normal business hours.

Overall responsibility for directing and implementing the policy enunciated herein and the Company's Affirmative Action Program has been assigned to Marie Mattox, Employee Relations Manager, 225 Schilling Boulevard, Suite 300, Collierville, TN. 38017, (901) 537-7211, who serves as the Company's Affirmative Action Officer. The day-to-day responsibilities have been assigned to Jackie Stewart, Human Resources Representative, 225 Schilling Boulevard, Suite 300, Collierville, TN. 38017, (901) 537-7219, who serves as the Affirmative Action Administrator.

All personnel actions will be analyzed to insure that the Equal Opportunity Policy and the Affirmative Action Program are being properly implemented, and annual reports will be submitted to me so that I may monitor progress.

Revision Date: January 1, 2008

By: 
Michael W. McCarty
President & CEO



B.V.C.W

POLICY STATEMENT: WORKPLACE HARASSMENT AND DISCRIMINATION

Helena is committed to providing a work environment that is free of unlawful harassment or discrimination and has a strict policy prohibiting workplace harassment and discrimination. Actions, words, jokes, or comments based on an individual's sex, race, color, age, religion, disability/handicap, national origin, status as a Vietnam – era or special disabled veteran, or any other legally protected characteristic by federal, state or local law will not be tolerated. This policy applies to employees at any level and to non-employees who have the effect of harassing the Company's employees in the workplace, such as customers, clients, service providers, visitors, vendors, etc.

Sexual harassment includes: unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of employment.
- (2) Submission to or rejection of such conduct is used as the basis for making employment decisions.
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating a hostile, intimidating, or offensive work environment.

Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:

- Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against another's body.
- Sexually suggestive touching.
- Grabbing, groping, kissing, fondling.
- Violating someone's "personal space."
- Offensive whistling.
- Lewd, off-color, sexually oriented comments or jokes.
- Foul or obscene language.
- Leering, staring, stalking.
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons.
- Unwanted or offensive letters or poems.
- Sitting or gesturing sexually.
- Sexually, racially, or otherwise offensive e-mail or voice-mail messages.
- Sexual favors in return for employment rewards, or threats if they are not provided.
- Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies, or prowess.
- Questions about one's sex life or experiences.
- Repeated requests for dates.
- Sexual assault or rape.
- Any other conduct or behavior deemed inappropriate by Helena.

Other types of workplace harassment and discrimination involve verbal or physical conduct that insults or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, national origin, age or disability, and that:

1. Contributes to or has the effect of creating an intimidating, hostile, or offensive working environment.
2. Unreasonably interferes with an individual's work performance; or otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to, the following:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to race, color, religion, sex, sexual orientation, national origin, age, or disability.
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of race, color, religion, sex, sexual orientation, national origin, age, or disability and that is placed on walls, bulletin boards, e-mail, voicemail, or elsewhere on the Company's premises, or is circulated in the workplace.

This policy applies to all incidents of alleged harassment, including those which occur off-premises, or off hours, when the alleged offender is a supervisor, co-worker, or even a non-employee with whom the employee is involved, directly or indirectly, in a business or potential business relationship. Should the harassment occur at a time other than your normal business hours, your complaint should be filed as early as possible on the first business day following the alleged incident. If you have questions about what constitutes any type of harassing behavior, ask your supervisor or Human Resources representative.

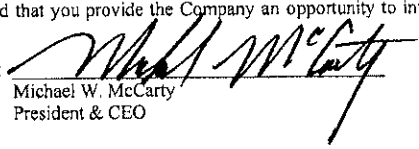
Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their co-workers.

If any employee believes that he or she has been subjected to any type of workplace harassment or discrimination by anyone, including supervisors, co-workers, or non-employees, he or she must report such harassment immediately to his or her immediate supervisor, a vice-president, or to the Human Resources Department. You can also call the Workplace Harassment Hotline number at 1-866-267-8684. You do not need to follow any formal chain of command with regard to reporting discrimination or workplace harassment. You may bypass anyone in your direct chain of command and file your complaint or discuss any issue or concern regarding alleged discrimination or harassment with Human Resources at any time. Helena will take appropriate steps to investigate your complaint. Helena will make efforts to keep information concerning the complaint confidential, and all parties are expected not to discuss the investigation of the complaint with other employees. If Helena determines that an employee is guilty of harassing another individual, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment.

The Company will not tolerate any retaliation against an employee who reports a claim or workplace harassment in good faith or against an employee who provides information as a witness to workplace harassment or discrimination. However, as the Company considers workplace harassment a serious matter, any employee who makes a false workplace harassment complaint in bad faith will be subject to disciplinary action.

The Company's goal is to completely eliminate and prevent all types of workplace harassment and discrimination. Helena cannot help resolve an unlawful harassment or discrimination problem unless it is reported. Therefore, it is the obligation of all employees and managers to report any and all known or perceived harassment or discrimination to their manager, a vice president, or the Employee Relations Department. It is required that you provide the Company an opportunity to investigate and resolve your workplace concerns.

Date: Revision Date January 1, 2008

By: 
Michael W. McCarty
President & CEO