

PO
6/7/2022

**AGREEMENT FOR
WATER, SEWER, AND IRRIGATION MATERIALS**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Ferguson Enterprises, LLC, a Virginia Limited Liability Company authorized to do business in the State of Florida, whose address is 12500 Jefferson Avenue, Newport News, VA 23602, and whose federal tax identification number is 54-1211771, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase water, sewer, and irrigation materials from the Vendor in connection with "Water, Sewer, and Irrigation Materials" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B210496ACN on February 1, 2022 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products; and,

WHEREAS, the County posted a Notice of Intended Decision on March 21, 2022; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Work and Specifications is set forth in Sections 1 through 4 of the Scope of Work and Specifications of B210496ACN, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B210496ACN, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue for one (1) three (3) year period. Upon Mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be June 8, 2022.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this 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 County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship

or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.
- D. For 12 months from the date of County's receipt of products provided hereunder, Vendor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Vendor's standard product warranty is for a period of time longer than 12 months, this warranty shall be extended to that longer duration.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any

such provision or provisions or of its right thereafter to enforce each and every such provision.

- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

<u>Vendor's Representative</u>		<u>County's Representative</u>		
Name:	Mark McFalls	Names:	Roger Desjarlais	Mary Tucker
Title:	General Manager	Titles:	County Manager	Procurement Management Director
Address:	17323 Jean Street Fort Myers, FL 33967	Address:	P.O. Box 398 Fort Myers, FL 33902	
Telephone:	(239) 433-0555	Telephone:	(239) 533-2221	(239) 533-8881
Facsimile:	(239) 433-0405	Facsimile:	(239) 485-2262	(239) 485-8383
Email:	<u>mark.mcfalls@ferguson.com</u>	Email:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:


1. Agreement

2. County's Purchase Order
3. Solicitation
4. Vendor's Submittal in Response to the Solicitation


[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: 
Print Name: Jo Derek Adams

FERGUSON ENTERPRISES, LLC

Signed By: 
Print Name: MARK MCFALLS
Title: GENERAL MANAGER
Date: APRIL 12TH, 2022




LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 
CHAIR

DATE: 6-20-22

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: 
Melissa Butler
Deputy Clerk

Commissioner Cecil L. Pendergrass, Chairman
Lee County Board of County Commissioners
District 2

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

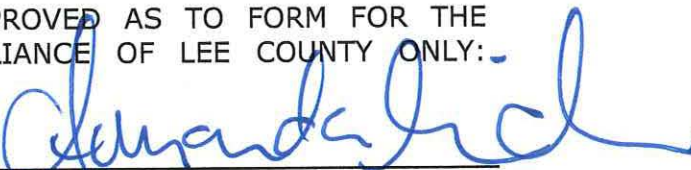
BY: 
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

VER 08-18-2021

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

1.1. The Lee County Board of County Commissioners seeks to contract with a library of Vendors for the purchase of water, sewer, and irrigation materials (underground parts and related items) on an as-needed basis, for use by the County.

2. REGULAR DISTRIBUTER

2.1. Vendor shall own, operate, or maintain a store, warehouse, or other establishment in which the materials, and/or supplies required for the fulfillment of this Agreement are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor, the Vendor must engage in, as its principal business and in its own name, the purchase and sale of the materials.

3. DISCOUNT PRICING

3.1. Vendor shall submit prices in the form of a firm percentage discount to be deducted from the current manufacturer's web-based catalog prices or an established manufacturer's price list.

3.1.1. Vendor shall, at no cost to the County, maintain a web-based catalog of prices or an established manufacturer's price list that is easily accessible to the County for verification of pricing and invoicing purposes. The County reserves the right to withhold or delay payment should source pricing be unable to be verified. Such documents must be kept up to date and provided to the County requesting departments as soon as feasible upon request.

3.2. Discounts specified per bid schedule shall be applied to each individual product of manufacturer ordered and shall remain firm for the entire contract term, inclusive of any renewals.

3.3. Vendor shall be responsible for all return shipping and freight charges for any received damaged materials, replacements and/or returns due to Vendor error.

4. DELIVERY

4.1. All delivery charges shall be included, in the percentage off MSRP pricing, unless negotiated with the County at the time of the order. Any negotiated delivery charge shall be listed on the invoice as a separate line item.

4.2. All products and materials shall be unloaded by Lee County staff at a site to be determined by the County at the time of the order.

4.3. All communication for delivery shall be coordinated with the County representative that placed the order and/or will be receiving the materials.

4.4. County hours for delivery shall be Monday through Friday from 7:00 am to 3:30 pm, excluding holidays.

End of Scope of Work and Specifications Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. BASIS OF AWARD

- 1.1. It is the County's intent to award to a library of Vendors that are responsive, responsible, and meet the County requirements and specifications. This will allow the County to purchase materials that are readily available and at the lowest possible price. The County reserves the right to purchase from this bid or elsewhere at its sole discretion.
- 1.2. Vendor shall be *Required* to bid each line with one of the following:
 - Percentage off manufacturer's price being offered.
 - "0%" if Vendor carries materials from the manufacturer and no percentage off is being offered.
 - "N/A" if Vendor does not offer materials from the manufacturer.
- 1.3. Any lines left blank may deem Vendor non-responsive at the sole discretion of the County.

2. ESTIMATED DOLLAR VOLUME

- 2.1. The County purchases water, sewer, and irrigation materials for various sites located throughout Lee County, FL. The need exists to have a proper source of supply that is responsive, readily available, and able to meet the County requirements with minimum inventory, these items are procured on an "as needed" or "emergency" basis only.
- 2.2. Expenditures for the last fiscal year have been estimated at \$2,300,000. This figure is given as an estimate for Vendors and for bidding purposes only. A wide variance in actual expenditures can be the total quantity or dollar values of this Agreement. The County is not obligated to place an order with a Vendor participating in this Agreement. No purchase is guaranteed.

3. MASTER AGREEMENT

- 3.1. This is a "Master" Agreement, which is not for any specific project. Products purchased under this agreement will be authorized, scheduled, funded, and accounted for by the issuance of Purchase Order, by the County.
- 3.2. A Purchase Order shall be issued by the County before products may be purchased. Vendor acknowledges and agrees that no minimum order is guaranteed under this Agreement and no minimum charge shall be applied to any orders given to the Vendor by the County.

4. ACCEPTANCE

- 4.1. The items delivered under this Agreement shall remain the property of the Vendor until physical inspection and acceptance by the County. In the event the materials supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the Vendor and return such products to the Vendor at the Vendor's expense.

5. PRICING

- 5.1. The County reserves the right to conduct an audit at any time during the term of this Agreement to assure that pricing is in compliance with the submitted price list.

6. ORDER TERM/COMPLETION TIME FRAME

- 6.1. Number of calendar days to complete the Purchase Order, if omitted from the Purchase Order details, shall default to commence on the date of the approved Purchase Order and not exceed thirty (30) calendar days to final completion.
- 6.2. The County reserves the right to provide additional project clarification details with the issuance of and within or attached to each Purchase Order. Such items shall be minor in nature such as providing for location, working hours, number of units, etc.

7. **WARRANTY**

7.1. The Vendor shall provide full factory warranty on all materials and supplies furnished against defects in materials and/or workmanship. The warranty shall start on the date of acceptance by the County.

8. **RETURN POLICY**

8.1. The County requires the ability to return any and all new and unused items purchased under this Agreement to the Vendor within 60 calendar days after acceptance without a restocking fee and for a full refund.

8.2. All materials returned for credit shall be credited to the order they were originally purchased on. At no time will cash refunds be made. At no time shall materials be exchanged for another, without a credit memo and a new invoice being issued containing a notation of the applicable order number.

9. **PRICE VERIFICATION**

9.1. Price before discount shall be verifiable. Vendor shall maintain and provide to the County, at no additional cost to the County, a catalog of prices, current trade price schedule, or an establish manufacturer's price list that is easily accessible to the County for verification of pricing and invoicing purposes.

10. **INVOICING**

10.1. All invoices shall include as a minimum the following information:

- Purchase Order number
- Quote number and/or order date
- Manufacturer part name and number
- Catalog/list price at time of the order
- Percentage discount

End of Special Conditions Section

**EXHIBIT B
FEE SCHEDULE**

PRICING VERIFICATION / PRICE GUIDES

Vendor shall maintain a catalog of prices, current trade services price schedule, or an established manufacturer's price list that is easily accessible to the County for verification of pricing and invoicing purposes, please indicate below what method manufacturer pricing may be verified with your company. It shall be noted that web-based catalogs are preferred.

1) Web-Based Catalog Price: See Attachment - Ferguson Vendor List Price and Pricing Verification

Write website address

2) Trade Services Price Schedule: Print, USB Drive, Link, Excel spreadsheet

(Attach as necessary)

Indicate how to be accessed (print, CD, Link, other)

Water, Sewer, and Irrigation Materials		
<i>Blanket Percentage Off</i>		
	Manufacturer	% Discount off MSRP
1	Blanket Discount: Percentage off any manufacturers materials provided or available through Vendor and not listed seperately below.	0% Net
<i>Section 2 - Manufacturers Utilized by the County</i>		
3	3M	0% - Net
4	AMERICAN FLOW CONTROL	2"-12" Valves - 71.5% Hydrants - 66.9% Hydrant Extensions - 60.5% Repair Kits - 50.64% Parts - 30% 14" and larger Valves - Net Alpha Valves and Hydrants - Net
5	ARI	13%
6	CARSON	13%
7	CDR	40.40%
8	CHARLOTTE PIPE	SCH40 Fittings - 82.5% SCH80 Fittings - 84.6%

9	CHERNE	0% - Net
10	DEZURIK	0% - Net
11	DIXON	0% - Net
12	EBAA	46% 16" and larger Mega Flange - Net Mega Flange w/316SS - Net
13	ENDOT	40.30%
14	FERNCO	Class 1&2 - 76.8% Class 3 - 33% Class 3L - 72%
15	FORD	Sections A, E, F, G, H, I, J, L - 51.24% Iron Yokes Section E - 44% Brass Saddles - 44% Iron Saddles - 39% Domestic Iron Saddles - 42% Tap Sleeve Section AA - 51.24% Sections B, C, D, K - 39% Section M - 44% Section N - 41.5% Import UniFlange - 44%
16	HARRINGTON	DI Fittings - 20% C900 Fittings - 73.75% Sewer Fittings - 71.25%
17	H-TEC	Valves - 10.3% Parts - 1%
18	JCM	44%
19	KENNEDY	Gate Valves - 58.8% Check Valves - 58% Hydrant Extensions - 41% Hydrants - 48.8% Hydrant Parts - 2% Plug Valves - Net
20	KRAUSZ	37.50%
21	MERIT	Brass Nipples - 95.5% Brass Fittings - 67.8% Stainless Steel Fittings - 85.04% Stainless Steel Nipples - 96.8%
22	MUELLER	0% - Net

23	MULTI	79.35%
24	NIBCO	CPVC Fittings - 86% SCH40 Fittings - 60% SCH80 Fittings - 85%
25	NEPTUNE	0% - Net
26	OATEY	0% - Net
27	PLASTIC TRENDS	79.00%
28	POWERSEAL	Model 3121, 3121AS - 40.8% Model 3412AS, 3416AS - 39.5% Model 3490AS, 3480AS - 40.8% Model 3521, 3531, 3532 - 23.7%
29	ROMAC	Saddles R202, R202N, R202NH - 59.8% Saddles - R306, R305 - 48.8% Inserts - R260 - 45% Alpha and Macro - 52.44% Tap Mate Parts - 31.71%
30	SIGMA	Import Restraints - 57.32% Import Fittings - 51.1% P-401 Fittings - 51.83% Domestic Fittings - 19.5% Domestic Restraints - 45%
31	SMITH-BLAIR	0% - Net
32	SPEARS	SCH40 Fittings - 48.5% CPVC Fittings - 48.5% SCH40 Fab Fittings - 42.3% SCH80 LG Diameter Fittings - 42.3% PVC Ball Valves - 36% Marine Fittings - 4%
33	STAR	Import Restraints - 59.14% Import Fittings - 51.1% P-401 Fittings - 51.83% MJ C153 ACC - 45%
34	TYLER UNION	Import Fittings - 51.1% P-401 Fittings - 51.83% Accessories - 49.4%

35	US FOUNDRY	0% - Net
36	US PIPE FABRICATION	47.25%
37	VAL-MATIC	0% - Net
38	WILKINS	Repair Kits and Parts - 41.18% Whole Goods - 57.65% Backflows - Net
<i>Manufacturers Available to Vendor</i>		
40	American Ductile Iron Pipe	0% Net MSRP
41	ADS	0% Net MSRP
42	Asahi	53%
43	Diamond Plastics	0% Net Block 480 or current block
44	FNW	0% - Net
45	GF Central Plastics	HDPE Fittings and Coupligs - 4% Stainless Stell back Up Rings - 30%
46	Hayward	14%
47	IPEX	SCH80 Fittings - 84% SCH40 Fittings - 70.5% Large Dimaeter SCH80 Fittings - 60% Vanstone Flanges - 52% SCH80 Fabricated Fittings - 47%
48	JM Eagle	0% Net Block 480 or current block
49	Pollard Water	0% - Net website MSRP
50	ProSelect	0% - Net
51	ProFlo	0% - Net

EXHIBIT C
INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an **“Additional Insured”** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate **“Indemnification”** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 4/12/2022



Signature

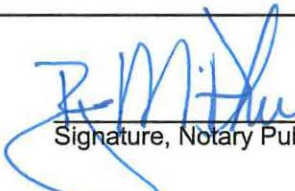
STATE OF FL
COUNTY OF LEE

MARK MCFALLIS / GENERAL MANAGER

Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12th day of April, 2022, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: _____

[Stamp/seal required]



Signature, Notary Public

