

## **AGREEMENT FOR ANHYDROUS AMMONIA – ANNUAL**

**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 Tanner Industries, Inc., a Pennsylvania corporation authorized to do business in the State of Florida, whose address is 735 Davisville Road, Third Floor, Southampton, PA, 18966 and whose federal tax identification number is 23-2050034, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase anhydrous ammonia from the Vendor in connection with "Anhydrous Ammonia - Annual" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B220494CMR on November 4<sup>th</sup>, 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 January 12, 2023; 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 Services is set forth in Sections 1 through 9 of the Scope of Work and Specifications sections of B220494CMR, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B220494CMR, as modified by its addendum, a copies of which are on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

### **II. TERM AND DELIVERY**

A. This Agreement shall commence immediately upon the effective date and shall continue for on as needed basis for a one (1) 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 an additional three (3) years total. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be April 15<sup>th</sup>, 2023.

- 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 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](mailto: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 subcontracts 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.

## **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:	Matt Tanner	Names:	Roger Desjarlais      Mary Tucker
Title:	Sales Administrator	Titles:	County Manager      Procurement Management Director
Address:	735 Davisville Road, Southampton, PA 18966	Address:	P.O. Box 398 Fort Myers, FL 33902
Telephone:	(215) 322-1238	Telephone:	(239) 533-2221      (239) 533-8881
Facsimile:	(215) 322-7791	Facsimile:	(239) 485-2262      (239) 485-8383
Email:	sales@tannerind.com	Email:	<a href="mailto:rdesjarlais@leegov.com">rdesjarlais@leegov.com</a> <a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a>

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: [Signature]

Print Name: ERIC HINDAWI

**TANNER INDUSTRIES, INC.**

Signed By: [Signature]

Print Name: Stephen B. Tanner

Title: President & CEO

Date: Jan. 19, 2023

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
CHAIR

DATE: 2/24/23



ATTEST:  
CLERK OF THE CIRCUIT COURT

BY: [Signature]

**CHRIS JAGODZINSKI**

DEPUTY CLERK

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

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

# **EXHIBIT A**

## **SCOPE OF WORK AND SPECIFICATIONS**

### **SCOPE OF WORK AND SPECIFICATIONS**

#### **1. GENERAL SCOPE OF WORK**

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor(s) to furnish and deliver Anhydrous Ammonia on an as needed basis for use at Lee County Utilities.
- 1.2. All products shall be provided exactly as specified herein. Any variations shall not be accepted.

#### **2. TECHNICAL SPECIFICATIONS**

- 2.1. Anhydrous Ammonia supplied shall be colorless, liquefied compressed gas. The material shall contain no solids in suspension that could interfere with proper operation of ammonia feed equipment.
- 2.2. At a minimum, the assay of NH<sub>3</sub> shall be 99.5% (normally termed commercial grade or better) or more by weight.
- 2.3. The Anhydrous Ammonia supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects to health of those consuming water that has been properly treated with Anhydrous Ammonia.
- 2.4. The Anhydrous Ammonia shall be tested and certified as meeting these specifications and those of the American National Standards Institute/ National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects. It is the Vendor's responsibility to inform Lee County that NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract.
- 2.5. Product shall meet or exceed all industry standards for quality control.

#### **3. PHYSICAL PROPERTIES**

- 3.1. Molecular symbol – NH<sub>3</sub>
- 3.2. Molecular weight – 17.031
- 3.3. Boiling point at one atmosphere -28.17° F (-33.43 °C) at 1atm
- 3.4. Freezing point at one atmosphere – 107.9 ° F (-77.7 °C)
- 3.5. Critical temperature – 1657 psi (114.2)
- 3.6. Odor – pungent
- 3.7. Water content shall not exceed 5,000 ppm (0.5% by weight)
- 3.8. Oil content shall not exceed 10 ppm by weight

#### **4. BASIC DELIVERY REQUIREMENTS**

- 4.1. Vendor's fees/pricing shall be F.O.B. destination as directed to the Lee County locations specified herein. Shipments shall be F.O.B. destination and received between the hours of 6:00 AM and 4:00 PM, Monday through Friday, within (3) three calendar days after verbal or written receipt of order from Lee County Utilities Department.

- 4.2. Vendor must make emergency deliveries within (24) hours. An emergency delivery is defined as a delivery which is necessary to prevent Lee County Utilities from running out of Anhydrous Ammonia in less than (24) hours. Lee County Utilities shall endeavor to minimize the number of emergency deliveries.
- 4.3. Lee County reserves the right to add or delete delivery sites at its discretion at any time throughout the term of this contract.
- 4.4. Delivery driver shall present a photo I.D. upon delivery. The I.D. shall show that the driver is an employee of either the trucking company or awarded Vendor. All personnel making deliveries must wear the appropriate Personal Protective Equipment (PPE) as required by the Safety Data Sheets (SDS) and or Occupational Safety and Health Administration (OSHA).
- 4.5. The supplier's truck shall be equipped to safely handle and unload product(s).
- 4.6. Lee County Utilities reserves the right to refuse any deliveries in instances defined below, but not limited to:
  - 4.6.1. Delivery is not in the proper timeframe.
  - 4.6.2. Vendor and or delivery subcontractor has improper equipment to offload delivery and or is taking improper safety precautions.
  - 4.6.3. Vendor has malfunctioning equipment that affects delivery requirements or compromises the integrity of the product.

## 5 BULK DELIVERY REQUIREMENTS AND PACKAGING

- 5.1. Packaging shall conform to all applicable Federal and State standards.
- 5.2. Transportation of ammonia as a vapor is not commercially economical, it is shipped and stored as a liquified compressed gas. When filling the customer's un-insulated tank, by volume, DOT regulations permit a maximum of 87.5%, if the temperature of the ammonia being loaded is not lower than 30° F (-1.1° C) and if the filling is stopped at the first sign of ice forming on the outside of the tank.
- 5.3. The Vendor shall be responsible for any spills resulting from failure of its or its subcontractor's delivery equipment and or delivery personnel in the proper performance of their duties.
- 5.4. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. Lee County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained or equipment that has not been cleaned.
- 5.5. The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process.
  - 5.5.1. It shall be the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery shall be supplied by the Vendor and shall be clean and free of contaminating material.
  - 5.5.2. The Vendor shall furnish Lee County an approved, leak-free connection device between the trailer and the purchaser's intake receptacle.
  - 5.5.3. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled chemical. If the spill is not cleaned up, Lee County shall hire a certified hazardous material handling company to clean up the spill, and the cost of such service shall be charged to the Vendor and deducted from the amount due to Vendor.

5.5.3.1. If Lee County's unloading equipment such as pipe, valves, or level indicator fail and the spillage is not the fault of the Vendor or its delivery personnel, the Vendor shall be relieved of cleanup of the spill.

**6. DELIVERY LOCATIONS**

<b>Delivery Locations</b>	<b>Contact Information</b>	<b>Delivery Amounts/Requirements</b>
<b>North Lee County WTP</b> 18250 Durance Road N. Ft. Myers, FL 33902	Phone number: 239-567-2181 Fax number: 239-567-2184 Contact person: Craig Bell	500 Min - 2,500 Max. pounds per delivery 2.5" 2 inch hose is required
<b>Olga WTP</b> 1450 Werner Drive Alva, FL 33920	Phone number: 239-694-4038 Fax number: 239-694-2370 Contact person: Dan Smith	500 Min - 2,500 Max. pounds per delivery 40' 2 inch hose is required
<b>Pinewoods WTP</b> 11950 Corkscrew Road Estero, FL 33928	Phone number: 239-992-1319 Fax number: 239-992-9095 Contact person: Scott Bonetz	500 Min - 2,500 Max. pounds per delivery 30' 2 inch hose is required
<b>Green Meadows WTP</b> 16003 Airport Haul Road Ft. Myers, FL 33913	Phone number: 239-533-3800 Fax number: 239-267-7105 Contact person: Damon Hardy	500 Min - 2,500 Max. pounds per delivery 30' 2 inch hose is required
<b>Corkscrew WTP</b> 16101 Alico Road Ft. Myers, FL 33913	Phone number: 239-267-8228 Fax number: 239-267-8268 Contact person: Steve Matuska	500 Min - 6,000 Max. pounds per delivery 40' 2 inch hose is required

**7. MINIMUM ORDER QUANTITIES**

7.1. If Lee County requires less than the minimum order quantity of 500 LBS., Lee County will contact the awarded Vendor to receive that product at the same bid price or obtain alternate firm pricing for the product. The County reserves the right to accept the price or go elsewhere for product purchase.

**8. SUB-CONTRACTORS**

8.1. The use of sub-contractors under this contract is not allowed without prior written authorization from a County Representative.

**9. TRAINING SESSIONS**

9.1. The Vendor shall be required to provide employee education and training, at no additional cost to the County. The training shall consist of a (2) 4-hour sessions per year must meet Federal and State Safety and Right to Know Training Requirements. The education and instruction of the County personnel shall be by a qualified instructor, which shall be familiar with the safe handling practices associated with Anhydrous Ammonia. Failure to provide such training shall be considered a default of the Agreement.

- 9.2. The training session shall be held in one central location in Lee County. Lee County Utilities Department shall determine the location. Vendor shall be responsible for travel, lodging, meals, training materials, or any other cost incurred and or related for required training sessions.

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. The basis of award shall be determined by the lowest Project Total Bid of the most responsive, responsible, and qualified Vendor meeting all bid specifications. It is the County's intent to award to a primary and secondary Vendor.

#### **2. LOCAL PREFERENCE**

- 2.1. The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

#### **3. ADDITIONAL SUBMITTALS/ DOCUMENTATION**

- 3.1. Vendor shall provide with bid submittal the items listed below. The County reserves the right to request additional documentation of clarification at any point prior to award and during term of the Agreement, inclusive of any renewals. Failure to provide requested submittal documents in a timely manner, at the sole discretion of the County, may deem Vendor non-responsive and ineligible for award, renewal, or continuation of services.
  - Spill response policy and procedures
  - A product data sheet as written proof of conformance as required in technical specifications
  - Current Safety Data Sheets (SDS)
  - Primary contact number and name on 24/7 emergency contact
  - Affidavit of compliance with NSF- 60 and AWWA B305-15 (or most current standards at the time of the bid)
  - Written proof of approval by the National Sanitation Foundation (NSF) as applicable
  - Third-party laboratory analysis (Vendors shall have an analysis conducted by a third party laboratory prior to submitting their bid package. A certified analysis report from the third party laboratory analysis shall be submitted to the County with their submission)
- 3.2. Vendor shall conform to any and all State and Federal regulations pertaining to Anhydrous Ammonia, and to assist Lee County in doing so (Chapter 442 F.S.)

#### **4. TAXABLE CHEMICALS**

- 4.1. If applicable, according to Internal Revenue Code Section 4661, Imposition of Tax, Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.
- 4.2. If taxable chemicals are applicable, Vendor shall provide backup documentation with invoice to support paid tax requirements by Lee County in accordance with the Internal Revenue Code 4661.

End of Special Conditions Section



Procurement Management Department  
 2115 Second Street, 1<sup>st</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 493-9393  
[www.lee.gov/procurement](http://www.lee.gov/procurement)

Posted Date: November 22, 2022

Solicitation No.: B220494CMR

Solicitation Name: Anhydrous Ammonia - Annual

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENTS

- a. Bid Tab for B180434BAW- Miscellaneous Chemicals for Water & Wastewater Treatment Plant- Annual

2. QUESTIONS/ANSWERS

1.	I would like to request the last bid tabulation for <b>Anhydrous Ammonia</b> .
Answer	<b>Bid tabulation for the previous contract is attached herein. Please note Section C correlates to Anhydrous Ammonia line item. For further information please see the following link:</b> <a href="https://www.lee.gov/procurement/awarded-annual-contracts/downloads?fid=5220&amp;fa=Project2018-11-09T18%2057%20.xml">https://www.lee.gov/procurement/awarded-annual-contracts/downloads?fid=5220&amp;fa=Project2018-11-09T18 57 02.xml</a>
2.	What is the final day and time addenda will be posted on your website?
Answer	<b>Bidders/Vendors can submit questions in writing prior to 5:00PM at least 8 calendar days prior to the date when submission is due. The County will then work on the addenda as efficiently as possible to issue the addenda as soon after the question deadline.</b>
3.	Can we please get the current pricing/supplier? And previous bid tab results for the product listed above?
Answer	<b>Please refer to question 1.</b>

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

*Carolina Rodriguez*  
 Carolina Rodriguez  
 Procurement Analyst Direct Line: 239-533-8858  
 Lee County Procurement Management



**EXHIBIT B  
FEE SCHEDULE**

<i>Anhydrous Ammonia - Annual</i>			
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1	Anhydrous Ammonia	Tons	\$2,680.00

## EXHIBIT C INSURANCE REQUIREMENTS



### Lee County Insurance Requirements including Pollution Liability

**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)

- 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

- d. **Pollution Liability** - Covering property loss and liability arising from pollution-related damages, for sites that have been inspected and found uncontaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck:

\$1,000,000 bodily injury / property damage/ cleanup, including wrongful delivery.

*\*The required minimum limit of liability shown in a. or 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."*

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**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.***
  - c. Lee County will be given notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

**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.

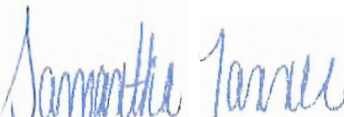
Date JANUARY 19, 2023

STATE OF PENNSYLVANIA  
COUNTY OF BUCKS

  
Signature  
Mark P. Tanner VP  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 19<sup>th</sup> day of JANUARY, 2023, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: PERSONALLY KNOWN  
Type of Identification

[Stamp/seal required]

  
Signature, Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Samantha Tanner, Notary Public  
Bucks County  
My commission expires July 19, 2023  
Commission number 1349030  
Member, Pennsylvania Association of Notaries