

B240067AVR
Irrigation Parts and Related Items
Heritage Landscape Supply Group, Inc.

E1 Contract # N/A -P/O

AGREEMENT FOR IRRIGATION PARTS AND RELATED ITEMS

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 Heritage Landscape Supply Group, Inc., a Delaware corporation authorized to do business in the State of Florida, whose address is 7440 S. State Highway 121, McKinney, TX 75070, and whose federal tax identification number is 46-1116383, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase irrigation parts and related items from the Vendor in connection with "Irrigation Parts and Related Items" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B240067AVR on November 17, 2023 (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 February 7, 2024; and,

WHEREAS, the Vendor has reviewed the products to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products 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 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 section of B240067AVR, 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. B240067AVR, as modified by its addendum, 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 on an "as needed basis" for a 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 more than two (2)

additional 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 March 19, 2024.

- 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. 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 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.

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:

[Remainder of the page left intentionally blank.]

Vendor's Representative

Name: Scott R Vansant
Title: President
Address: 7440 S. State Highway 121
Mckinney, TX 75070
Telephone: (239) 936-6556
Facsimile: _____
Email: James.mcgroarty@fisoutdoor.com

County's Representative

Name: Mary Tucker
Title: Procurement
Management Director
Address: P.O. Box 398
Fort Myers, FL 33902
Telephone: (239) 533-8881
Facsimile: (239) 485-8383
Email: mtucker@leegov.com

- 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:

HERITAGE LANDSCAPE SUPPLY GROUP, INC.

Signed By: *Ammy Ramsey*
Print Name: Ammy L Ramsey

Signed By: *Jeff Blair*
Print Name: Jeff Blair
Title: Business Development Mgr
Date: 02/20/2024

LEE COUNTY

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

DocuSigned by:
Mike Greenwell
AD51A9A2E8F943C
Signed By: _____
Print Name: Mike Greenwell
Chair
Title: _____
Date: 3/7/2024 | 3:06 PM EST

**ATTEST:
CLERK OF THE CIRCUIT COURT**

DocuSigned by:
Chris Jozdyński
DEFAC69E178B449
BY: _____
DEPUTY CLERK

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

DocuSigned by:
Robert Holborn
0709AF6026984C6
BY: _____
OFFICE OF THE COUNTY ATTORNEY

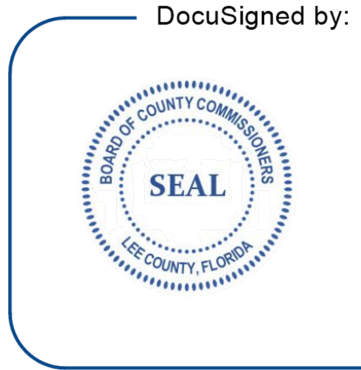


EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a library of Vendors for the purchase of irrigation parts and related items on an as-needed basis for use by multiple departments within the County.
- 1.2. The County intends to purchase irrigation parts and related items under this Agreement, i.e., nozzles, shrub adapters, PVC pipe, and bodies. Vendor shall stock irrigation parts and related items for both potable and reuse water. The need exists to have a proper source of supply that is responsive, readily available, and able to meet the County requirements with minimum delay in acquisition and/or delivery. Since the departments of the County maintain a minimal inventory, these items are procured on an "as-needed" basis only, and delays in acquisition are not acceptable.
- 1.3. No guarantee is given or implied as the total quantity or dollar values of this bid. The County is not obligated to place any order with the Vendor. Contract awards will only guarantee a specific source of supply for the County and will not guarantee or obligate total dollar expenditure.

2. VENDOR PERFORMANCE

- 2.1. The Vendor shall maintain an acceptable level of satisfactory service throughout the duration of the contract.
- 2.2. 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.
- 2.3. The vendor(s) shall stock irrigation parts and related items for both potable and reuse water. All irrigation parts shall be in stock or available within 24 hours. The following is a manufacturers list of the County's existing irrigation and parts:

- Toro
- Hunter
- Hit
- Irritrol
- Netafim
- Rain Bird

3. NEW MATERIAL

- 3.1. Unless otherwise provided for in this specification, the Vendor represents and warrants that the goods, materials, supplies, or components offered to the County under this bid are new, not used or reconditioned, are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. No irregulars or seconds will be accepted.

4. COUNTY LOCATIONS

- 4.1. There are multiple departments and locations in which orders may be placed for irrigation parts and related items. Vendor shall deliver to all locations within the County.

5. AREA SALES REPRESENTATIVE

5.1. Vendor shall provide a Sales Representative with contact information for the ease of County use and availability by the Vendor. Contact information shall include the name, telephone, fax number, and email address of the company sales representative. Vendor Sales Representatives may be asked to provide quotes, answer general questions, and assist the County employees with ordering items under this agreement.

6. DELIVERY

6.1. Deliveries shall be within three (3) calendar days after verbal, electronic, or fax receipt of an order placed by an authorized member of the County.

6.2. Deliveries to locations shall be coordinated with the County representative. Locations will be provided at time of the order. Some County locations are multi-story buildings with elevators. The County representative will provide instructions as to where deliveries are to be made. All deliveries shall be unloaded by Lee County staff located at the delivery point.

6.3. All shipments shall be Free on Board (FOB) Destination delivered and unloaded by the Vendor's delivery driver between the hours of 8:00 AM to 4:00 PM Eastern Time, Monday through Friday, excluding holidays.

7. INVOICING

7.1. Vendor shall provide an invoice that includes the following:

- Purchase Order number
- Quote number and/or order date
- Manufacturer part name and number
- Catalog/list price at time of the order
- Discount Percentage
- Final cost based on discount percentage

7.2. All information necessary to accurately verify all costs incurred by the County shall accompany the Vendor's invoice. If the County cannot assess accurately the costs for any project, payment shall be held until the Vendor substantiates all its invoiced charges. A current invoice shall be provided to verify the materials costs, but if for some reason this cannot be done the County representative shall determine the cost of the material.

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.

8.3. Vendor shall promptly pick up/accept any return for items incorrectly shipped, ordered, or delivered in unsafe and/or damaged condition, at no cost to the County.

9. AUDIT / PRICE VERIFICATION

9.1. The County reserves the right to conduct an audit at any time during the term of this Agreement to ensure that pricing is in compliance with the submitted manufacturers price list. Price before discount shall be verifiable.

- 9.2. 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.
- 9.3. Failure to provide or maintain necessary product catalogs to verify cost of parts purchased may result in delays to payment.

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. PROJECT TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering the commodities to the Lee County requesting Department(s) on an "as needed basis" for a 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.

2. BASIS OF AWARD

- 2.1. It is the County's intent to award to a library of Vendors that are responsive, responsible, and meet the County's requirements and specifications. This will allow individual departments and divisions to use the Vendor that has the needed product that best supports the department's needs. The County reserves the right to purchase the product or service listed in this bid elsewhere at its sole discretion.

3. DISCOUNT PERCENTAGE PRICING

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

- 3.2. Vendor shall be required to bid each line with one of the following:

- Discount percentage off manufacturer's price.
- "0%" if the Vendor carries materials from the manufacturer and no discount percentage is being offered.
- "N/A" if the Vendor does not offer materials from the manufacturer.

- 3.2.1. Discount percentage must be provided as a flat percentage (i.e., 25% off Rainbird Manufacturer items). The County will not accept a "range" percentage off the listed Manufacturers item (i.e., 10% - 25% off Rainbird Manufacturer items). Where a "range" discount percentage is bid, the County may deem the associated Vendor Non-Responsive at its sole discretion.

- 3.3. Vendor shall provide a flat discount percentage that will be applied to items on the Vendor's website list pricing or current catalog list pricing.

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

- 3.5. Discount percentage shall include all delivery charges.

4. WEBSITES/CATALOGS

- 4.1. Vendor must submit within their submittal, website addresses for manufacturers pricing and/or catalog items or the best methods to view pricing and/or catalog items (i.e. manufacturer website, printed catalog or other). If a catalog is printed Vendor shall submit with its bid. If no catalog is available, Vendor shall indicate the best method available to obtain it.

5 MASTER AGREEMENT

5.1. 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 a Purchase Order, by the County. 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.

End of Special Conditions Section



Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.lee.gov/procurement

Posted Date: December 14, 2023

Solicitation No.: B240067AVR

Solicitation Name: Irrigation Parts and Related Items

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.

OPEN DATE/BIDS DUE EXTENSION:

FROM: December 19th, 2023, at 2:30PM

TO: January 5, 2024, at 2:30PM

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.

Ana Reynolds

Ana Reynolds
Procurement Analyst Direct Line: 239-533-8850
Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

<i>Irrigation Parts and Related Items</i>		
Item	Manufacturer	Discount Percentage off Manufacturers Price List
1	ADS Drainage	NO BID
2	Amiad	48.00%
3	Armor (valve boxes)	53.00%
4	Bermad	NO BID
5	Carson (valve boxes)	56.00%
6	CDR Systems Group	NO BID
7	Colonial Plastics (PVC fittings)	NO BID
8	Data Industrial	NO BID
9	Dryconn	63.00%
10	Flomatic	55.00%
11	Freedom Plastics	NO BID
12	Fresno	NO BID
13	Harco (ductile fittings)	43.00%
14	Harco (PVC fittings)	32.00%
15	Hunter Large Turf (golf)	NO BID
16	Hunter Whole Goods	60.50%
17	Hunter Parts	58.00%
18	Greenlee Textron	NO BID
19	IPS	60.00%
20	Intermatic	NO BID
21	Irritrol Whole Goods	57.00%
22	Irritrol Parts	50.00%
23	Lasco (all PVC products)	50.00%
24	Lennox	20.00%
25	JM	20.00%
26	Matco-Norco Brass Valves	54.00%
27	Maxijet	60.00%
28	McCrometer	NO BID
29	NDS Valve Boxes	NO BID
30	Netafim Products	51.00%
31	Nibco	55.00%
32	Paige Wire Products	NO BID
33	Pentair Water	52.00%
34	Plastiweld	NO BID
35	RainBird Whole Goods	55.00%
36	RainBird Parts	42.00%
37	Red-White Brass Valves	50.00%
38	Regency Wire	NO BID
39	Sanderson	13.00%
40	Silverline	13.00%
41	Spears (PVC fittings)	NO BID
42	T-Christy Enterprise Red Hot Blue Glue	41.00%
43	Toro Large Turf (golf)	NO BID
44	Toro Whole Goods	55.00%
45	Toro Parts	42.00%
46	Tucer	NO BID
47	Uniweld	NO BID

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."*

Revised 12/02 2022 – Page 1 of 2



Lee County Insurance Requirements

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. **Under the Description of Operations, the following must read as listed:**

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 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 ensure that all subcontractors comply with all insurance requirements.

Revised 12/02/2022 – Page 2 of 2

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: 2/20/24

Signature [Handwritten Signature]

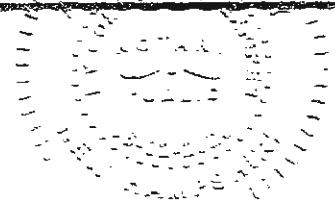
STATE OF New Hampshire
COUNTY OF Strafford

Name/Title Jeffrey B. DeRango Jr

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20 day of February, 2024, 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: Drivers License.
Type of Identification

[Stamp/seal required] AMMY L RAMSEY
Notary Public-New Hampshire
My Commission Expires
June 02, 2026

Signature, Notary Public [Handwritten Signature]



Delegation of Authority Letter

December 1, 2022

To: Jeff Baker, District Manager
From: Dustin Gunderson, Vice President and General Counsel
Subject: Delegation of Authority for Heritage Landscape Supply Group, Inc.

This memorandum formalizes delegation of authority to Jeff Baker, Bid Development Manager, for the purpose of entering into and/or maintaining existing bid and sales agreements with governmental entities or their delegates and utilizing their e-procurement systems in connection with bids submitted on behalf of Heritage Landscape Supply Group, Inc.

This delegation of authority may be revoked immediately with written notice (e-mail notice being sufficient) by the signer or any other authorized officer of Heritage Landscape Supply Group, Inc. or is automatically revoked if employment is terminated.



By: Dustin Gunderson
Title: Vice President & General Counsel