

B260074AVR
Annual Purchase of Automotive & Equipment Batteries
Horseless Carriage Aficionado, LLC DBA Mighty Auto Parts

E1 Contract # _____

AGREEMENT FOR PURCHASE OF AUTOMOTIVE & EQUIPMENT BATTERIES

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 Horseless Carriage Aficionado, LLC DBA Mighty Auto Parts, a Florida limited liability company, whose address is 1228 Viscaya Parkway, Suite A, Cape Coral, FL 33990 and whose federal tax identification number is 83-2285986, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase automotive and equipment batteries from the Vendor in connection with "Annual Purchase of Automotive & Equipment Batteries" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B260074AVR on February 5, 2026 (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 23, 2026; 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 for the Purchase, a more specific description of the Project Scope of Services is set forth in the Scope of Work and Specifications Section of B260074AVR, 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. B260074AVR, 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 through the delivery of the Purchase, and the associated warranty period as further described in this Agreement, for a three (3) year period. The Parties may renew the Agreement for a term or terms not to exceed the total of two (2) years, upon written mutual agreement. The effective date shall be August 25, 2026.

- 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.

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. CONTRACT TERMINATION

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.
- B. OPPORTUNITY TO CURE In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose

damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. The County reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely delivery, inadequate product delivered, or inadequate product performance.

- F. 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 (1) year(s) 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 (1) year(s), 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 email, 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:	<u>Franklin Dixon</u>	Name:	<u>Mary Tucker</u>
Title:	<u>AMBR</u>	Title:	<u>Procurement Management Director</u>
Address:	<u>1228 Viscaya Parkway, Ste. A, Cape Coral, FL 33990-3234</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>
Telephone:	<u>(239) 573-1333</u>	Telephone:	<u>(239) 533-8881</u>
Facsimile:	<u></u>	Facsimile:	<u>(239) 485-8383</u>
Email:	<u>mightyofswfl@gmail.com</u>	Email:	<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. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.
- M. 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

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

WITNESS:

HORSELESS CARRIAGE AFICIONADO, LLC DBA MIGHTY AUTO PARTS

Signed By: 

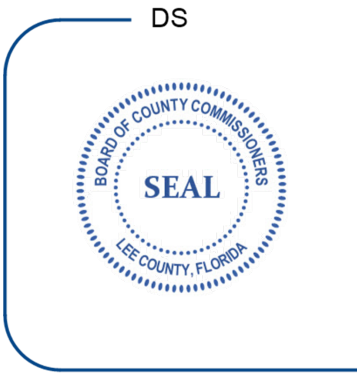
Signed By: 

Print Name: Betsy Dixon

Print Name: Franklin Dixon

Title: Owner

Date: 4/14/2026



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA


Signed by: 
773513F34F2140B...

Print Name: Cecil Pendergrass

Title: County Commissioner- Chairman

Date: 6/19/2026 | 1:30 PM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

Signed by: 
7EB7DBACC6614A0...
DEPUTY CLERK

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

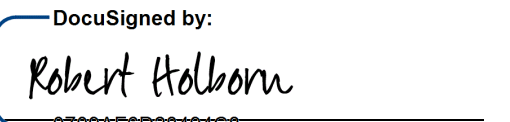
DocuSigned by: 
0709AF6D28494C8
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SPECIFICATIONS OR SCOPE OF WORK

SCOPE OF WORK AND SPECIFICATIONS

GENERAL SCOPE OF WORK

The Lee County Board of County Commissioners seeks to contract with a qualified Vendor(s) to provide

1. SCOPE

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to furnish and deliver automotive and equipment batteries at discounted rates on an "as needed" basis.

2. BATTERY REQUIREMENTS

- 2.1. Batteries shall be new and unused. No refurbished, recycled, blemished, or used batteries will be accepted. Batteries shall be the product of a nationally recognized manufacturer, such as but not limited to: Deka, Interstate, Exide, and Motorcraft.
- 2.2. All batteries shall be labeled with the Cold Cranking Amps (CCA), and reserve capacity.
- 2.3. Batteries must provide CCA and reserves capacities, per Society of Automotive Engineers (SAE) Battery capacity ratings. Batteries provided/received shall meet applicable SAE specifications as to dimensions, layout, terminals, and test procedures. Furthermore, the following Batteries shall meet or exceed the following minimum requirements:
 - a. Common/Standard Batteries
 - 1) Group 24: 650 CCA
 - 2) Group 31 Post: 650 CCA
 - 3) Group 31 Stud: 1125 CCA
 - 4) Group 48: 730 CCA
 - 5) Group 49: 850 CCA
 - 6) Group 58: 500 CCA
 - 7) Group 65: 850 CCA
 - 8) Group 4D: 1050 CCA
 - 9) Group 8D: 1400 CCA
 - b. Bus Shelter Batteries
 - 1) 8G24M: 410 CCA, 575 MCA rating, and 74 AH at 20 Hr rating.
 - 2) 8GU1: 200 CCA, and 32 AH at 20 Hr rating.
- 2.4. All batteries sold to the County shall be less than three (3) months old according to the manufacturer hot stamp date on the battery.
- 2.5. Wet batteries shall be fully charged and ready for service.
- 2.6. Batteries should be labeled with the date it was placed on stock.
- 2.7. Vendor is responsible for wet batteries held in stock for over three (3) months.
- 2.8. Batteries held in stock over three (3) months or testing under the required voltage shall be tagged for replacement and replaced with new ones.
- 2.9. All batteries must clearly identify the original manufacturer, or they will be refused or returned at Vendor's expense. Secondary labels may be acceptable, as long as they do not replace the original manufacturer label; no handwritten labels.

- 2.10. Upon request of the County, the Vendor shall provide evidence that the batteries meet the Battery Council International (BCI) code for construction of outside case, plates and electrolytes, and testing conditions and requirements. Such evidence shall be provided by Vendor within 10 business days of request.
- 2.11. Vehicle categories shall be defined as follows:
 - a. Automotive & Light duty trucks-vehicles with a Gross Vehicle Weight Rating (GVWR) range from 0-14,000lbs.
 - b. Medium Truck- vehicles with GVWR range from 14001-26,000lbs.
 - c. Heavy Truck & Buses- vehicles with GVWR range from 26,001- over 33,000lbs; typically 3 or more axles.

3. VENDOR REQUIREMENTS

- 3.1. Vendor shall comply with all statutes, laws, ordinances and regulations pertaining to sale, distribution, collection, and handling of batteries.
- 3.2. Vendor shall ensure that they are in compliance with, and are following all lawful disposition and reclamation requirements and procedures, including but not limited to those of lead acid batteries.
- 3.3. Vendor shall ensure that all required licenses and certificates are valid and up-to-date throughout the execution of the Agreement.
- 3.4. At the end of the Agreement period, unless renewed or extended, the Vendor shall purchase back all New or unused wet batteries in the County's inventory at the same price that was originally purchased/charged to the County.
- 3.5. Vendor is responsible for all ancillary charges and or related expenses including, but not limited to, the purchase, sale, and disposal of batteries, including wet batteries.
- 3.6. Vendor shall immediately (within 1 hour of order request) contact/notify ordering location/source if a part is unavailable, and request approval or permission to place the item/order on backorder; the County shall have the right to either approve the backorder or obtain the item elsewhere.
- 3.7. Vendor is responsible to keep the ordering source informed and updated on the status of any items on a backorder; backorder must be held to a minimum of 10% of all orders.
- 3.8. Upon request of the County, the Vendor shall provide a list of manufacturer/brands batteries available through the Vendor for ordering. The Vendor shall ensure that this list is updated as offered manufacturer/brands change.

4. DISCONTINUED/UNAVAILABLE ITEMS

- 4.1. The Vendor shall contact the ordering source for approval prior to shipment of any substitute items. Unapproved items will be returned to the Vendor at the Vendor's expense.
- 4.2. The County reserves the right to approve substitute batteries for any discontinued or unavailable items. If an acceptable substitute, at the County's discretion, cannot be supplied, the County may purchase that item or a suitable substitute elsewhere.

5. RETURNED ITEMS

- 5.1. There shall be no restocking charges/fees (or other charges/fees) for items returned by the County provided items are in original packaging and in good, saleable condition.

6. DELIVERY PROCEDURES

- 6.1. Purchases may be picked up by employee(s) at the Vendor's location or ordered for delivery.
- 6.2. All items requested for delivery shall be Freight-On-Board (FOB) Shipping Destination to location(s), typically within the County limits, specified by the order originator with freight fully paid to the designated location indicated at the time of order, with the exception of item 6.4 & 6.5 below.
- 6.3. Typical delivery and service sequences includes, but not limited to:
 - 6.3.1. Weekly delivery of stock orders.
 - 6.3.2. Same day delivery, as needed.
 - 6.3.3. Emergency/Priority Orders.
 - 6.3.4. Weekly core pick-up.
 - 6.3.5. Cores may also be exchanged on a one-for-one basis at time of delivery.
 - 6.3.6. Stock rotations.
- 6.4. The Vendor shall be able to provide free service and delivery for the items under typical delivery and service sequences, mentioned directly above, with the exception of emergency or priority orders that are not normally or typically stocked locally.
- 6.5. Emergency/priority orders for items, not stocked locally, shall be handled as quickly as possible using premium transportation as directed by the County. Premium transportation costs may be passed to the County at their actual cost (Waybill number listed on invoice). Additional markup on these is not allowed. Priority/emergency orders shall be either drop shipped directly to specified location or delivered within 1 hour from the time they are received by the Vendor (that same day). This cost will be stated and identified on the appropriate invoice, as approved and directed by the County.
- 6.6. Emergency/priority orders, for items normally stocked locally, require a one (1) hour delivery time, after the order was placed.
- 6.7. Vendor will generally be given two to four (2 to 4) working days, from the day of order, to deliver a unique order or items (not a same day or weekly item) that are not readily available. Any order or items not meeting/available under the terms and or conditions herein may be cancelled and or procured through other sources/vendors.
- 6.8. Vendor is responsible to bring proper test equipment to check and replace shelf stock as needed.
- 6.9. It is the Vendor's responsibility to deliver, unload, and place all batteries in designated areas as directed By the receiving location.
- 6.10. Shipped items must be clearly marked with the department or office and name of the person who placed the order.
- 6.11. Factory back-ordered parts shall be delivered the same day they are received by Vendor.
- 6.12. The County requires that the Vendor have no minimum order amount for customer pick-up, and desires that there are no minimum order amounts per request for delivery.
- 6.13. If the Vendor is unable to or delinquent in meeting the required delivery requirements herein, the County reserves the right and may exercise the right to purchase the order elsewhere.

7. WARRANTY

- 7.1. All items purchased under this Agreement shall carry a minimum of one (1) year 100% parts warranty or the manufacturer's warranty, whichever is greater.
- 7.2. Warranty and all other pertinent documents for item(s) purchased shall accompany the item and may also be requested by the County.
- 7.3. The Vendor shall be responsible for directly handling all warranty claims for the County.
- 7.4. Warranty terms shall apply upon Agreement expiration and shall continue until all of the warranty Terms expire on batteries owned by the County.
- 7.5. At the County request, the Vendor shall provide a copy of all manufacturers' warranties and or coverages.
- 7.6. At the County request, the Vendor shall provide a copy of all manufacturers' and/or Vendor's return policy.

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 to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for an initial term of three (3) years. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for one or more renewal terms not to exceed a total of two (2) years. The number and duration of any renewal term shall be at the sole discretion of the County, as deemed in its best interest.
- 1.2. This is an annual Agreement and work will be authorized, scheduled, funded, and accounted for by issuance of a Purchase Order, by the requesting department. No guarantee, expressed or implied, is made as to the quantity or commodities and/or services to be procured under this Invitation to Bid. No work is guaranteed.

2. BASIS OF AWARD

- 2.1. Following the County's right as described and reserved herein, multiple Vendors may be awarded contracts under this solicitation. 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 individual departments to use the Vendor that has the required product at the most reasonable price.
- 2.2. When feasible, County personnel may utilize the lowest-cost Vendor; however, the selection of a Vendor shall be at the County's sole discretion.

3. PRICING

- 3.1. Pricing shall be based on an established and approved discount percentage off the manufacturer's published list price, along with an established not-to-exceed core charge, as applicable.
- 3.2. The Vendor shall provide a current manufacturer's price list, either in hard copy or electronic/online format, upon request or as otherwise prearranged by the County. The County shall have clear, unrestricted access to the applicable manufacturer's price list for purposes of price verification.
- 3.3. The approved discount percentage shall be held firm for the term of the Agreement. The Vendor shall not reduce the discount percentage without the prior written consent of the County.
- 3.4. The County reserves the right to negotiate additional discounts with the Vendor for large one-time purchases. If an additional discount cannot be mutually agreed upon, the County reserves the right to solicit quotes outside of this Agreement.
- 3.5. If any other public agency utilizes this Agreement and negotiates a higher discount percentage, or otherwise secures more favorable pricing or benefits (including, but not limited to, rebates, incentives, or additional services) for the same products and/or services, such pricing or benefits shall be extended to the County. Failure to disclose such conditions may result in Vendor disqualification.
- 3.6. Core charges shall not exceed the amounts bid by the Vendor and set forth in the Fee Schedule associated with the Agreement. All core charges shall be clearly itemized and documented on the applicable order and/or purchase invoices.

End of Special Conditions Section

B260074AVR – Annual Purchase of Automotive & Equipment Batteries



Solicitation No.: B260074AVR

Solicitation Name: Annual Purchase of Automobile & Equipment Batteries

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. QUESTIONS/ANSWERS

1.	Are bids due 2/16/26 or 3/5/26? The attachment "Standard Bid Sealed" states they are due 2/16/26 but online under "Event Details" it states 3/5/26.
Answer	The Bid responses are Due 3/5/2026. We will be uploading corrected Seal Bid Document via Addendum 1. (See attached)
2.	We will need an account application submitted and payment terms agreed upon. Are there any issues with net 30?
Answer	Vendors are to bid per the solicitations terms and conditions. Please note Payment Procedures can be found on page 10, No.28. of Terms and Conditions, also a copy of the agreement is available on our website, here is a link for your reference: https://www.leegov.com/procurement/Documents/Lee%20County%20Agreement%20-%2010.20.25.pdf

2. ARTICLE REVISION

FORM No. 13- REVISED "Standard Bid Sealed"

Revision has been incorporated into the Standard Bid Sealed (Form #13)
The Bid Response is due **March 5, 2026 (3/5/2026)** ~~not February 16, 2026 (2/16/2026)~~

Revised Standard Bid Sealed has been uploaded to the solicitation website on the Lee County Procurement website: IONWAVE.

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 Reynoso
Analyst Name
Procurement Analyst Direct Line: 239-533-8850
Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

	Item	UOM	Price/Discount	Web-Based Catalog Price:
1	Medium to Heavy Duty Trucks & Buses Batteries	EACH	\$50.00	
2	Medium to Heavy Duty Trucks & Buses Batteries - Discount	% Off Mfr. List Price	48.0%	www.mightyautoparts.com
3	Automotive & Light Duty Truck Batteries	EACH	\$18.00	
4	Automotive & Light Duty Truck Batteries- Discount	% Off Mfr. List Price	48.0%	www.mightyautoparts.com
5	Lawn & Garden Equipment Batteries	EACH	\$9.00	
6	Lawn & Garden Equipment Batteries- Discount	% Off Mfr. List Price	48.0%	www.mightyautoparts.com
7	Small & Light Equipment Batteries	EACH	\$18.00	
8	Small & Light Equipment Batteries- Discount	% Off Mfr. List Price	48.0%	www.mightyautoparts.com
9	Marine Batteries	EACH	\$18.00	
10	Marine Batteries- Discount	% Off Mfr. List Price	48.0%	www.mightyautoparts.com
11	Bus Shelter Batteries	EACH	\$18.00	
12	Bus Shelter Batteries- Discount	% Off Mfr. List Price	48.0%	www.mightyautoparts.com
13	Other Types of Batteries	EACH	\$72.00	
14	Other Types of Batteries- Discount	% Off Mfr. List Price	48.0%	www.mightyautoparts.com

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."***



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.