

**AGREEMENT FOR
PURCHASE OF FUNGICIDES, HERBICIDES & PESTICIDES**

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 Ensystem II, Inc., a North Carolina corporation authorized to do business in the State of Florida, whose address is 925 Edwards Road, Fort Pierce, FL 34982, and whose federal tax identification number is 27-0095291, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase Fungicides, Herbicides & Pesticides from the Vendor in connection with "Purchase of Fungicides, Herbicides & Pesticides" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B200270MIF on April 28, 2020 (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 July 27, 2020; 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 the Scope of Work and Specifications and Special Conditions Sections of B200270MIF, 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. B200270MIF as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement on an as needed basis for one (1) year period. There may be an option to renew this Agreement based upon the written approval of both the County and Vendor for a renewal term or terms not to exceed the initial Agreement term of one (1) year. The increments of the renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

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

IV. METHOD OF PAYMENT

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

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

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

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

VII. VENDOR'S INSURANCE

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

VIII. RESPONSIBILITIES OF THE VENDOR

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

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

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

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

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

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

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

or other date specified in the notice; place no further orders or 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.

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:

Vendor's Representative:		County's Representatives:	
Name:	C. Keith Love	Names:	Roger Desjarlais Mary Tucker
Title:	President	Titles:	County Manager Director of Procurement Management
Address:	202 Fairway Drive Fayetteville, NC 28305	Address:	P.O. Box 398 Fort Myers, FL 33902
Telephone:	941-730-5462	Telephone:	239-533-2221 239-533-8881
Facsimile:	888-368-4749	Facsimile:	239-485-2262 239-485-8383
E-mail:	maborys@ensystex.com	E-Mail:	rdesjarlais@leegov.com 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

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

WITNESS:

Signed By: *Theresa Borys*

Print Name: Theresa Borys

ENSYSTEX II, INC.

Signed By: *Michael A. Borys*

Print Name: Michael A. Borys

Title: Technical Representative

Date: 8/12/2020

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *Jim Hume*

CHAIR

DATE: 9/18/2020

ATTEST:

CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: *Michelle Butler*

DEPUTY CLERK

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

BY: *Amendelid*

OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A SPECIFICATIONS OR SCOPE OF SERVICES

VFB No.20

SCOPE OF WORK AND SPECIFICATIONS

1. SCOPE

- 1.1. The Lee County Board of County Commissioners seeks to contract with qualified Vendor(s) to purchase Fungicides, Herbicides & Pesticides on an "as-needed" basis. The products listed on the Bid Form shall be delivered to County facilities by the requesting department as directed.

2. DELIVERY REQUIREMENTS

- 2.1. 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, within three (3) calendar days after verbal, electronic, or fax receipt of an order placed by an authorized member of the County.
- 2.2. "Emergency" deliveries shall be within 24 hours from the time when the County places an order. An emergency delivery is defined as a delivery which is necessary in order to prevent the County from running out of chemicals listed in the scope in less than 24 hours. The County will endeavor to minimize the number of "emergency" deliveries.
- 2.3. The County reserves the right to refuse delivery if that delivery is not in the proper timeframe; the Vendor has improper equipment to offload the delivery; the Vendor is taking improper safety precautions; and/or the Vendor has malfunctioning equipment.
- 2.4. In the event a delivery ticket is not provided during the time the Vendor is on site, the delivery may be rejected.
- 2.5. The Product Name, Unit Price bid by the Vendor, Unit of Measure, and Quantity delivered shall be clearly denoted on delivery documentation and invoicing to ensure efficient and effective product and price verification. Failure to clearly indicate such details on delivery and invoice documentation may result in payment delays or non-payment.
- 2.6. The County reserves the right to add or delete delivery sites at its discretion at any time throughout the term of the Agreement.
- 2.7. The Vendor's 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 the Vendor. All personnel making deliveries shall wear the appropriate personal protective equipment (PPE) as required by the Safety Data Sheet. Any order delivery is subject to inspection prior to acceptance by an authorized member of the County.
- 2.8. The Vendor shall be responsible for any spills from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties.
- 2.9. 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. The County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.
- 2.10. The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. The Vendor shall verify the cleanliness of the transporting equipment before loading.
- 2.11. If the spill is not cleaned up, the County will 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 the Vendor for materials.

3. SAFETY DATA SHEETS (SDS)

- 3.1. The Vendor shall fully comply with all federal, state, and local regulations regarding product labeling, packaging, and safety including providing material safety data sheets with each shipment hereunder.

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4. COMPARABLE UNITS

- 4.1. Where Brand Name and products details provided through specifications, bid schedule or other associated contract documents, Vendor shall utilize such product matching listed Brand Name or County approved comparable unit(s). Determination of comparable unit(s) shall be at the sole discretion of the County authorized representative. Vendor shall seek County authorized representative approval of use of comparable unit(s) prior to purchase. Vendor shall bear responsibility of costs incurred for use of product not approved by County authorized representative. Comparable products unit price shall not exceed unit price of line items as listed within Contractor's agreement. Invoicing of comparable unit shall clearly indicate original line item comparable unit is being substituted for. Failure to provide clear invoicing may result in delays or non-payment of invoices.
- 4.2. Vendor recommending "Comparable Unit" in response to any group line item set forth with the Bid Form shall provide Product Literature for each such item recommended. Failure may be cause for rejection as non-compliant.
 - 4.2.1. Sample: The County, at its sole option and without cost to the County, may also require the Vendor within five (5) business days following verbal request to provide and deliver samples to one or more participating departments to allow for application analysis consideration as an acceptable "Comparable Unit" product.
 - 4.2.2. Demonstration: The County, at its sole option and without cost to the County, may also require the Vendor to provide a product demonstration to one or more participating departments within five (5) business days following verbal request of "Comparable Unit" product.

5. ADDITIONAL PRODUCTS

- 5.1. The County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract and in the manner that is in the best interest of the County.

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. CONTRACT 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 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 the initial Agreement term of one (3) year.
- 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 is expressed or implied as to the quantity or commodities and/or services to be procured under this Invitation to Bid (ITB); no work is guaranteed.

2. BASIS OF AWARD

- 2.1. It is the County's intent to award to a pool of Vendors that are responsive, responsible, and meet the County requirements and specifications. Vendors are encouraged to bid on all line items listed on the Bid Schedule that they can supply. Vendors are not required to bid on all line items to be considered eligible for award and items not available via Vendor may be listed as No Bid. No Bid items may not be purchased at any time through Vendor unless added via amendment by the County at its sole discretion.
- 2.2. This will allow individual departments and divisions to use the Vendor that has the needed product that best supports the department's need. The County reserves the right to purchase the product or service listed in this bid elsewhere in an emergency.

End of Special Conditions Section



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

Posted Date: May 11, 2020

Solicitation No.: B200270MIF

Solicitation Name: Purchase of Fungicides, Herbicides & Pesticides

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. ATTACHMENT: TabSheet.pdf

2. QUESTIONS/ANSWERS

1.	We are interested in the volumes used and previous year tabulations for the solicitation referenced in the subject line - B200270MIF - Purchase of Fungicides, Herbicides & Pesticides.
Answer	Please see the attached Bid Tabulation Sheet as requested. This is a Countywide contract and products are purchased on an as-needed basis by various County departments. Additional documents related to the current contract B-150352 - Fungicides, Herbicides, Pesticides, Etc. can be found on the County's Annual project webpage here: https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=4692&fb=Project2015-06-12T14_20_51.xml

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.

Miguel Flores

Procurement Analyst: Miguel Flores
Procurement Analyst Direct Line: 239-533-8835
Lee County Procurement Management

FORMAL QUOTATION #B-150352		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2015		FOR			
BUYER: KATHY CICCARELLI		ANNUAL PURCHASE OF FUNGICIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS		RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS
Addenda Acknowledged		NA	NA	NA	NA
1. ACCORD 2.5 GALLON - EACH		NO BID	NO BID	NO BID	
ACCORD 2.5 GALLON - QUANTITY COST		NO BID	NO BID	NO BID	
2. ACEPHATE 1 LB ENVELOPE - EACH		NO BID	NO BID	NO BID	
QUANTITY COST		NO BID	NO BID	NO BID	
3. AQUA STAR RODEO GALLON - EACH		NO BID	\$18.00	NO BID	
AQUA STAR RODEO GALLON - QUANTITY COST		NO BID	\$18.00	NO BID	
4. AQUATHOL SUPER K 25LB - EACH		\$474.50	NO BID	NO BID	
QUANTITY COST		\$474.50	NO BID	NO BID	
5. ARENA 50 GALLON - EACH		NO BID	NO BID	NO BID	
ARENA 50 GALLON - QUANTITY COST		NO BID	NO BID	NO BID	
6. BANDIT 30 LB BAG - EACH		NO BID	NO BID	NO BID	
BANDIT 30 LB BAG - QUANTITY COST		NO BID	NO BID	NO BID	
7. BLUE DYE QUART - EACH		NO BID	NO BID	NO BID	
BLUE DYE QUART - QUANTITY COST		NO BID	NO BID	NO BID	
8. CELSIUS 10 OZ. - EACH		NO BID	NO BID	NO BID	
CELSIUS 10 OZ. - QUANTITY COST		NO BID	NO BID	NO BID	
9. CLEARITY'S 336 FOR SURFACE FUNGUS 2.5 GALLON - EACH		NO BID	NO BID	NO BID	
CLEARITY'S 336 FOR SURFACE FUNGUS 2.5 GALLON - QUANTITY COST		NO BID	NO BID	NO BID	
10. COHERE 2.5 GALLON - EACH		NO BID	NO BID	NO BID	
COHERE 2.5 GALLON - QUANTITY COST		NO BID	NO BID	NO BID	
11. CUTRINE (KILLS ALGAE) 2.5 GALLON - EACH		NO BID	NO BID	NO BID	

FORMAL QUOTATION #B-150352		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2015		FOR			
BUYER: KATHY CICCARELLI		ANNUAL PURCHASE OF FUNGICIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS		RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS
CUTRINE(KILLS ALGAE) 2.5 GALLON - QUANTITY COST		NO BID	NO BID	NO BID	
12. CUTRINE PLUS GR 30 LB - EACH	\$63.00	NO BID	NO BID	NO BID	
CUTRINE PLUS GR 30 LB - QUANTITY COST	\$63.00	NO BID	NO BID	NO BID	
13. DACNIL 2.5 GALLONS - EACH	NO BID	NO BID	NO BID	NO BID	
DACNIL 2.5 GALLONS - QUANTITY COST	NO BID	NO BID	NO BID	NO BID	
EACH	NO BID	NO BID	NO BID	NO BID	
DILVENT BLUE OIL 11.25 GALLONS - QUANTITY COST	NO BID	NO BID	NO BID	NO BID	
15. DISMISS SOUTH 1 PT - EACH	\$190.00	\$194.00	NO BID	NO BID	
DISMISS SOUTH 1 PT - QUANTITY COST	\$190.00	\$194.00	NO BID	NO BID	
16. DLZ - 2.5 GALLONS - EACH	NO BID	NO BID	NO BID	NO BID	
DLZ - 2.5 GALLONS - QUANTITY COST	NO BID	NO BID	NO BID	NO BID	
17. DRIVE XLR8 .5 GALLON - EACH	\$68.00	NO BID	NO BID	NO BID	
DRIVE XLR8 .5 GALLON - QUANTITY COST	\$68.00	NO BID	NO BID	NO BID	
18. ELEMENT 3 A 2.5 GALLONS - EACH	\$108.95	NO BID	NO BID	NO BID	
ELEMENT 3 A 2.5 GALLONS - QUANTITY COST	\$108.95	NO BID	NO BID	NO BID	
19. ELEMENT 4 2.5 GALLONS - EACH	\$123.63	NO BID	NO BID	NO BID	
ELEMENT 4 2.5 GALLONS - QUANTITY COST	\$123.63	NO BID	NO BID	NO BID	
20. ESPLANADE 200 SC 2.5 GALLONS - EACH	\$2,611.20	NO BID	NO BID	NO BID	
ESPLANADE 200 SC 2.5 GALLONS - QUANTITY COST	\$2,611.20	NO BID	NO BID	NO BID	

FORMAL QUOTATION #B-150352		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2015		FOR			
BUYER: KATHY CICCARELLI		ANNUAL PURCHASE OF FUNGICIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS		RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS
21. CARLON 4 ULTRA 2.5 GALLONS - EACH		\$170.00	NO BID	NO BID	
CARLON 4 ULTRA 2.5 GALLONS - QUANTITY COST		\$170.00	NO BID	NO BID	
22. GLYPHOSATE 4 PLUS 2.5 GALLONS - EACH		NO BID	NO BID	NO BID	
GLYPHOSATE 4 PLUS 2.5 GALLONS - QUANTITY COST		NO BID	NO BID	NO BID	
23. HABITAT(WETLAND DIAZOPYR) 2.5 GALLONS - EACH		NO BID	NO BID	NO BID	
HABITAT(WETLAND DIAZOPYR) 2.5 GALLONS - QUANTITY COST		NO BID	NO BID	NO BID	
24. HERITAGE 1 LB - EACH		NO BID	\$1.55	NO BID	
HERITAGE 1 LB - QUANTITY COST		NO BID	\$1.55	NO BID	
25. HONCHO 2.5 GALLONS - EACH		NO BID	NO BID	NO BID	
HONCHO 2.5 GALLONS - QUANTITY COST		NO BID	NO BID	NO BID	
26. HORTICULTURAL OIL 2.5 GALLONS - EAC		NO BID	NO BID	NO BID	
HORTICULTURAL OIL 2.5 GALLONS - QUANTITY COST		NO BID	NO BID	NO BID	
27. HYDROTHAL 191 2.5 GALLONS - EACH		\$197.50	NO BID	NO BID	
HYDROTHAL 191 2.5 GALLONS - QUANTITY COST		\$197.50	NO BID	NO BID	
28. IMPEL RED OIL 11.25 GALLONS - EACH		NO BID	NO BID	NO BID	
IMPEL RED OIL 11.25 GALLONS - QUANTITY COST		NO BID	NO BID	NO BID	
29. INDICATOR MARKING DYE 1 QUART - EACH		NO BID	NO BID	NO BID	
INDICATOR MARKING DYE 1 QUART - QUANTITY COST		NO BID	NO BID	NO BID	

FORMAL QUOTATION #B-170142		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2015		FOR			
BUYER: KATHY CICCARELLI		ANNUAL PURCHASE OF FUNGICIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREE CARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
30. INDICATOR-MARKING DYE 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
INDICATOR-MARKING DYE 2.5 GALLONS - QUANTITY COST	NO BID	NO BID	NO BID		
31. INDICATOR DYE 1 GALLON - EACH	NO BID	\$14.00	NO BID		
QUANTITY COST	NO BID	\$14.00	NO BID		
32. JLB OIL 11.25 GALLONS - EACH	NO BID	NO BID	NO BID		
JLB OIL 11.25 GALLONS - QUANTITY COST	NO BID	NO BID	NO BID		
33. KAMMO -WET AGENT 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
KAMMO -WET AGENT 2.5 GALLONS - QUANTITY COST	NO BID	NO BID	NO BID		
34. KAMMO - PLUS 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
KAMMO - PLUS 2.5 GALLONS - QUANTITY COST	NO BID	NO BID	NO BID		
35. KERB 2.5 GALLONS - EACH	\$74.50	NO BID	NO BID		
KERB 2.5 GALLONS - QUANTITY COST	\$74.50	NO BID	NO BID		
36. KROVAR DF 6 LB - EACH	\$60.00	NO BID	NO BID		
KROVAR DF 6 LB - QUANTITY COST	\$60.00	NO BID	NO BID		
37. MANOR 2 OZ - EACH	\$29.00	NO BID	NO BID		
MANOR 2 OZ - QUANTITY COST	\$29.00	NO BID	NO BID		
38. MERIT WSP 7.5 1.6 OZ - EACH	NO BID	NO BID	NO BID		
MERIT WSP 7.5 1.6 OZ - QUANTITY COST	NO BID	NO BID	NO BID		
39. MILESTONE 2.5 GALLONS - EACH	\$772.50	NO BID	NO BID		
MILESTONE 2.5 GALLONS - QUANTITY COST	\$772.50	NO BID	NO BID		
40. MONUMENT PER BOX (5 X 5 GRAM PACKETS) - EACH	NO BID	NO BID	NO BID		

FORMAL QUOTATION #B-189372		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2015		FOR			
BUYER: KATHY CICCARELLI		ANNUAL PURCHASE OF FUNGICIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREE CARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
MONUMENT PER BOX (5 X 5 GRAM PACKETS) - QUANTITY COST	NO BID	NO BID	NO BID		
41. PATHFINDER II 2.5 GALLONS - EACH	\$95.00	NO BID	NO BID		
PATHFINDER II 2.5 GALLONS - QUANTITY COST	\$95.00	NO BID	NO BID		
42. POLARIS (UPLAND IMAZPYR) 2.5 GALLONS - EACH	\$157.50	NO BID	NO BID		
POLARIS (UPLAND IMAZPYR) 2.5 GALLONS - QUANTITY COST	\$157.50	NO BID	NO BID		
43. POLARIS (ARSENAL) 1 GALLON - EACH	\$49.90	NO BID	NO BID		
POLARIS (ARSENAL) 1 GALLON - QUANTITY COST	\$49.90	NO BID	NO BID		
44. RANGER PRO 1 GALLON - EACH	NO BID	NO BID	NO BID		
RANGER PRO 1 GALLON - QUANTITY COST	NO BID	NO BID	NO BID		
45. RANGER PRO 30 GALLON DRUM - EACH	\$329.70	NO BID	NO BID		
RANGER PRO 30 GALLON DRUM - QUANTITY COST	\$329.70	NO BID	NO BID		
46. RANGER PRO (UPLAND GLYPHOSATE) 2.5 GALLON - EACH	\$29.98	NO BID	NO BID		
RANGER PRO (UPLAND GLYPHOSATE) 2.5 GALLON - QUANTITY COST	\$29.98	NO BID	NO BID		
47. RAZOR PRO GALLON - EACH	NO BID	NO BID	NO BID		
RAZOR PRO GALLON - QUANTITY COST	NO BID	NO BID	NO BID		
48. RAZOR PRO 2.5 GALLONS - EACH	\$29.98	NO BID	NO BID		
RAZOR PRO 2.5 GALLONS - QUANTITY COST	\$29.98	NO BID	NO BID		
49. RAZOR PRO 30 GALLON DRUM - EACH	\$329.70	NO BID	NO BID		
RAZOR PRO 30 GALLON DRUM - QUANTITY COST	\$329.70	NO BID	NO BID		

FORMAL QUOTATION #B-160362		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2015		FOR			
BUYER: KATHY CICCARELLI		ANNUAL PURCHASE OF FUNGICIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREE CARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
#0. RENOVATE 3 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
RENOVATE 3 2.5 GALLONS - QUANTITY COST	NO BID	NO BID	NO BID		
#1. RESOLUTE 65 WG 5 LB - EACH	NO BID	NO BID	NO BID		
RESOLUTE 65 WG 5 LB - QUANTITY COST	NO BID	NO BID	NO BID		
#2. REVOLVER 57 QZ - EACH	NO BID	NO BID	NO BID		
REVOLVER 57 QZ - QUANTITY COST	NO BID	NO BID	NO BID		
#3. REWARD (AQUATIC) 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
REWARD (AQUATIC) 2.5 GALLONS - QUANTITY COST	NO BID	NO BID	NO BID		
#4. RODEO (WETLAND GLYPHOSATE) - EACH	\$47.45	NO BID	NO BID		
RODEO (WETLAND GLYPHOSATE) - QUANTITY COST	\$47.45	NO BID	NO BID		
#5. ROUND UP 1 GALLON - EACH	NO BID	NO BID	NO BID		
ROUND UP 1 GALLON - QUANTITY COST	NO BID	NO BID	NO BID		
#6. ROUND UP PRO 1 GALLON - EACH	NO BID	NO BID	NO BID		
ROUND UP PRO 1 GALLON - QUANTITY COST	NO BID	NO BID	NO BID		
#7. ROUND UP 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
ROUND UP 2.5 GALLONS - QUANTITY COST	NO BID	NO BID	NO BID		
#8. ROUND UP QUICK PRO 6.5 LB - EACH	\$53.00	NO BID	NO BID		
ROUND UP QUICK PRO 6.5 LB - QUANTITY COST	\$53.00	NO BID	NO BID		
#9. SAHARA 4 COUNT - 10 LB BAGS - EACH	\$127.90	NO BID	NO BID		

FORMAL QUOTATION #B-140382		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2014		FOR			
BUYER: KATHY CICCARELLI		ANNUAL PURCHASE OF FUNGICIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREE CARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
SAHARA 4 COUNT - 10 LB BAGS - QUANTITY COST	\$11.60 CASE(40 LBS)	NO BID	NO BID		
60. SINKER - DRIFT AGENT 1 GALLON - EACH	NO BID	\$21.98	NO BID		
SINKER - DRIFT AGENT 1 GALLON - QUANTITY COST	NO BID	\$21.98	NO BID		
61. SOLICAM DF 10 LBS - EACH	NO BID	NO BID	NO BID		
SOLICAM DF 10 LBS - QUANTITY COST	NO BID	NO BID	NO BID		
62. SONAR AS 1 GALLON - EACH	NO BID	\$1,940.41	NO BID		
SONAR AS 1 GALLON - QUANTITY COST	NO BID	\$1,940.41	NO BID		
63. SONAR SRP 2 1/2 LB BUCKET - EACH	NO BID	NO BID	NO BID		
SONAR SRP 2 1/2 LB BUCKET - QUANTITY COST	NO BID	NO BID	NO BID		
64. SONAR Q 8 LBS - EACH	NO BID	NO BID	NO BID		
SONAR Q 8 LBS - QUANTITY COST	NO BID	NO BID	NO BID		
65. SONAR Q 40 LBS - EACH	NO BID	NO BID	NO BID		
SONAR Q 40 LBS - QUANTITY COST	NO BID	NO BID	NO BID		
66. STINER (INJECTION) - EACH	NO BID	NO BID	NO BID		
STINER (INJECTION) - QUANTITY COST	NO BID	NO BID	NO BID		
67. SURFLAN (PRE-EMERGENT) 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
SURFLAN (PRE-EMERGENT) 2.5 GALLONS - QUANTITY COST	NO BID	NO BID	NO BID		

FORMAL QUOTATION #B-150352		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2015		FOR			
BUYER: KATHY CICCARELLI		ANNUAL PURCHASE OF FUNGICIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREE CARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
68. TAL STAR (CONCENTRATE) 1 GALLON - EACH	NO BID	\$32.45	NO BID		
TAL STAR (CONCENTRATE) 1 GALLON - QUANTITY COST	NO BID	\$32.45	NO BID		
69. TAL STAR (GRANULAR) 25 LB BAGS - EACH	NO BID	NO BID	NO BID		
TAL STAR (GRANULAR) 25 LB BAGS - QUANTITY COST	NO BID	NO BID	NO BID		
70. TOP CHOICE 50 LB - EACH	NO BID	NO BID	NO BID		
TOP CHOICE 50 LB - QUANTITY COST	NO BID	NO BID	NO BID		
71. ULTRA FINE OIL 1 GALLON - EACH	NO BID	NO BID	NO BID		
ULTRA FINE OIL 1 GALLON - QUANTITY COST	NO BID	NO BID	NO BID		
72. ULTRA FINE OIL 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
ULTRA FINE OIL 2.5 GALLONS - QUANTITY COST	NO BID	NO BID	\$45.20		
73. VELPAR 2.5 GALLONS - EACH	\$157.50	NO BID	NO BID		
VELPAR 2.5 GALLONS - QUANTITY COST	\$157.50	NO BID	NO BID		
74. VISTA 1 QUART - EACH	NO BID	NO BID	NO BID		
VISTA 1 QUART - QUANTITY COST	NO BID	NO BID	NO BID		
75. VISTA 1 GALLON - EACH	NO BID	\$172.45	NO BID		
VISTA 1 GALLON - QUANTITY COST	NO BID	\$172.45	NO BID		
76. VISTA 2.5 GALLONS - EACH	\$415.88	NO BID	NO BID		
VISTA 2.5 GALLONS - QUANTITY COST	\$415.88	NO BID	NO BID		
77. WEEDAR 24D - BROADLEAF HERBICIDE 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
WEEDAR 24D - BROADLEAF HERBICIDE 2.5 GALLONS - QUANTITY COST	NO BID	NO BID	NO BID		

FORMAL QUOTATION #B-150352		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2015		FOR			
BUYER: KATHY CICCARELLI		ANNUAL PURCHASE OF FUNGICIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
TO BE STARTED WITHIN ____ CALENDAR DAYS	5	2 TO 4 DAYS	10		
DELIVER WITH OWN VEHICLE	NO	YES	NO		
LOCATION IN LEE COUNTY	NO	NO	NO		
MODIFICATIONS	YES*	YES**	YES***		
SIGNED	YES	YES	YES	NO	
LOCAL BUSINESS TAX ACCOUNT NUMBER	NA	NA	NA		
DBE	NO	NO	NO		
INSURANCE CERTIFICATE			YES		
LOCAL VENDOR PREFERENCE	NO	NO	NO		
AFFIDAVIT PRINCIPAL PLACE OF BUSINESS	NO	YES	YES		
AFFIDAVIT CERTIFICATION IMMIGRATION LAWS	YES	YES	YES		
* RED RIVER SPECIALTIES: NO MODIFICATIONS WERE MADE TO THE BID OR SPECIFICATIONS. COMMENTS HAVE BEEN INSERTED TO CLEARLY SHOW WHERE SUBSTITUTE ITEMS SIZES ARE BEING BID. THE "COST (INDIVIDUAL)" COLUMN SHOWS OUR BID PRICE PER UNIT. THE "QUANTITY" COLUMN SHOWS THE MINIMUM ORDER AMOUNT, AND THE "COST" COLUMN SHOWS THE COST PER					
1. (ACCORD) ACCORD NRT II 1 GALLON - EACH	\$19.87				
ACCORD NRT II 2.5 GALLONS - EACH	\$49.98				
2. (ACEPHATE) ACEPHATE 90 PRILL (\$ N \$ LB) - PER LB	\$8.96				
ACEPHATE) ACEPHATE 90 PRILL (\$ N \$ LB) - PER \$ LBS	\$29.78				

FORMAL QUOTATION #B-150352		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2015		FOR			
BUYER: KATHY CICCARELLI		ANNUAL PURCHASE OF FUNGICIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREE CARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
3. (AQUA STAR RODEO) AQUANEAT - 1 GALLON	\$15.00				
(AQUA STAR RODEO) AQUANEAT - 2.5 GALLONS	\$37.50				
9. (CLEARY'S 3336 FOR SURFACE FUNGUS) TM 4.5 - 1 GALLON	\$48.00				
(CLEARY'S 3336 FOR SURFACE FUNGUS) TM 4.5 - 2.5 GALLON	\$120.00				
11. (CUTRINE (KILLS ALGAE) CUTRINE PLUS - 1 GALLON	\$15.95				
(CUTRINE (KILLS ALGAE) CUTRINE PLUS - 2.5 GALLONS	\$39.95				
14. (DILUENT BLUE OIL) ELITE PREMIER BLUE - 1 GALLON	\$12.33				
(DILUENT BLUE OIL) ELITE PREMIER BLUE - 15 GALLON DRUM FILLED TO 11.25 GALLONS	\$139.71				
16. (DLZ) ELITE VELOCITY - 1 GALLON	\$30.60				
(DLZ) ELITE VELOCITY - 2.5 GALLONS	\$76.50				
22. (GLYPHOSATE 4 PLUS) ALECTO 415 - 1 GALLON	\$12.20				
(GLYPHOSATE 4 PLUS) ALECTO 415 - 2.5 GALLONS	\$30.50				
23. (HABITAT (WETLAND IMAZOPYR) ARSENAL HERBICIDE - 1 GALLON	\$49.90				
(HABITAT (WETLAND IMAZOPYR) ARSENAL HERBICIDE - 2.5 GALLONS	\$124.75				
25. (IMPUL RED OIL) ELITE PREMIER RED - 1 GALLON	\$12.33				

FORMAL QUOTATION #B-140252		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2015		FOR			
BUYER: KATHY CICCARELLI		ANNUAL PURCHASE OF FUNGICIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREE CARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
(IMPEL RED OIL) ELITE PREMIER RED - 15 GALLON DRUM FILLED TO 11.25 GALLONS	\$138.71				
29. (INDICATOR - MARKING DYE) RRSI IVM MARKING DYE - QUART	\$8.00				
30. (INDICATOR - MARKING DYE) RRSI IVM MARKING DYE - 2.5 GALLONS	\$40.00				
(INDICATOR - MARKING DYE) RRSI IVM MARKING DYE - 1 GALLON	\$16.00				
31. (INDICATOR DYE) RRSI IVM MARKING DYE - 1 GALLON	\$16.00				
32. (JLB OIL) JLB OIL PLUS - 1 GALLON	\$12.29				
JLB OIL) JLB OIL PLUS - 15 GALLON DRUM FILLED TO 11.25 GALLONS	\$139.26				
33. (KAMMO - WET AGENT) ELITE PLATINUM - 1 GALLON	\$16.00				
(KAMMO - WET AGENT) ELITE PLATINUM - 2.5 GALLONS	\$40.00				
34. (KAMMO PLUS) ELITE PLATINUM - 1 GALLON	\$16.00				
(KAMMO PLUS) ELITE PLATINUM - 2.5 GALLONS	\$40.00				
39. (MERIT WSP 75) IMIDACLOPRID 75 WSP PER OZ	\$2.98				
(MERIT WSP 75) IMIDACLOPRID 75 WSP 1.6 OZ	\$4.77				
55. (REWARD (AQUATIC) DIQUAT SPC 2 L - 1 GALLON	\$45.00				
(REWARD (AQUATIC) DIQUAT SPC 2 L - 2.5 GALLONS	\$112.50				
59. (ROUND UP) ROUND UP PRO CONCENTRATE - 1 GALLON	\$18.00				

FORMAL QUOTATION #B-150352		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2015		FOR			
BUYER: KATHY CICCARELLI		ANNUAL PURCHASE OF FUNGICIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREE CARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
(ROUND UP) ROUND UP PRO CONCENTRATE - 2.5 GALLONS	\$45.00				
62. (SINKER - DRIFT AGENT) ELITE SECURE ULTRA - 1 GALLON	\$28.00				
70. (TAL STAR (CONCENTRATE) BIFENIT - 1 GALLON	\$31.00				
71. (TAL STAR (GRANULAR) BIFENIT - PER LB	\$0.64				
(TAL STAR (GRANULAR) BIFENIT - PER 25 LB BAG	\$16.00				
74. (ULTRA FINE OIL) ELITE PACER ULTRA - PER GALLON	\$14.00				
(ULTRA FINE OIL) ELITE PACER ULTRA - 2.5 GALLONS	\$35.00				
79. (WEEDAR 24D - BROADLEAF HERBICIDE) WEEDESTROY AM-40 - PER GALLON	\$14.98				
(WEEDAR 24D - BROADLEAF HERBICIDE) WEEDESTROY AM-40 - 2.5 GALLONS	\$37.45				
** HELENA CHEMICAL CO.: #4 AQUATHOL SUPER KIS IN 20 LB CONTAINER; #5 ARENA IS IN A 40 OZ BOTTLE; #7 SPEC SPRAY INDICATOR; #25 OFFERING RANGER PRO; #26 OFFERING OMNI SUPREME OIL; #59 OFFERING ROUND UP CUSTOM AS WELL AS THE FOLLOWING:					
1. ACCORD - 2.5 GALLONS		\$18.00 GALLON			
4. AQUATHOL SUPER K - 25 LBS		\$16.50 LB			
5. ARENA #0 - GALLON		\$218.70 BOTTLE (40 OZ)			

ORNLAT QTY/UNIT - 05-160045	OPENING DATE, JUNE 30, 2015	BUYER: KATHY CICCARELLI
ANNUAL PURCHASE OF FUNGICIDES, HERBICIDES, PESTICIDES, ETC.		
FOR	LEE COUNTY, FLORIDA TABULATION SHEET	
RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	KARLOW SCIENTIFIC ADVANCEMENTS APPLICATION DYNAMICS
VENDORS		
7. BLUE DYE - QUART	\$14.00 GALLON	
8. CLEANSER - 10 OZ	\$83.40 BOTTLE	
9. CLEANER'S JOBS FOR SURFACE FINISHES - 1.5 GALLONS	\$74.50 GALLON	
10. COHERE - 1.5 GALLONS	\$36.95 GALLON	
11. CUTTRINE GUTS (ALCALI) - 1.5 GALLONS	\$15.50 GALLON	
12. CUTTRINE PLUS GR - 30 LBS	\$17.41 LB	
13. DACTYL 25 - 1.5 GALLONS	\$48.00 GALLON	
16. DLZ - 1.5 GALLONS	\$30.00 GALLON	
17. DRIVE XTRM - .5 GALLON	\$66.75 GALLON	
18. ELEMENT 3A - 1.5 GALLONS	\$54.14 GALLON	
19. ELEMENT 4 - 1.5 GALLONS	\$54.14 GALLON	
20. ESPLANADE 200 SC - 1.5 GALLONS	\$104.48 GALLON	
21. CARLON 4 LITRA - 1.5 GALLONS	\$77.50 GALLON	
22. GLYPHOSATE 4 PLUS (CONCENTRATED) - 1.5 GALLONS	\$11.55 GALLON	
23. HABITAT (WEED-KNOCKDOWN) - 1.5 GALLONS	\$95.00 GALLON	
25. HONCHO - 1.5 GALLONS	\$11.55 GALLON	
26. HORTICULTURAL OIL - 1.5 GALLONS	\$11.00 GALLON	
27. HYDROTHAT 191 - 1.5 GALLONS	\$63.50 GALLON	
28. EMPEL RED OIL - 11.55 GALLONS	\$7.05 GALLON	
29. ALB OIL - 11.55 GALLONS	\$10.76 GALLON	

FORMAL QUOTATION #B-150352		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2015		FOR			
BUYER: KATHY CICCARELLI		ANNUAL PURCHASE OF FUNGICIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREE CARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
34. KAMMO PLUS - 2.5 GALLON		\$22.75 GALLON			
35. KERB - 2.5 GALLON		\$289.30 GALLON			
36. KROVAR DF - 6 LBS		\$13.15 LB			
37. MANOR - 2 OZS		\$18.90 OZ			
38. MERIT WSP 75 - 1.6 OZS		\$68.62 BOTTLE			
39. MILESTONE - 2.5 GALLONS		\$309.00 GALLON			
41. PATHFINDER II - 2.5 GALLONS		\$42.00 GALLON			
42. POLARIS (UPLAND INAZPYR) - 2.5 GALLONS		\$82.45 GALLON			
48. RANGER PRO - 2.5 GALLONS		\$13.45 GALLON			
49. RANGER PRO - 30 GALLON DRUM		\$13.05 GALLON			
50. RENOVATE 3 - 2.5 GALLONS		\$99.74 GALLON			
51. RESOLUTE 65 WG - 5 LBS		\$8.93 LB			
52. REVOLVER - 8" OZS		\$640.00 BOTTLE			
53. REWARD (AQUATIC) - 2.5 GALLONS		\$79.00 GALLON			
54. RODEO (WETLAND GLYPHOSATE) - 2.5 GALLON		\$17.85 GALLON			
57. ROUND UP - 2.5 GALLONS		\$17.75 GALLON			
58. ROUND UP QUICK PRO		\$62.90 OZ			
59. SAHARA - (4 COUNT - 10 LB BAGS)		\$10.25 LB			
61. SOLICAM DF 10 LBS		\$25.75 LB			
63. SONAR SRP 25 LB BUCKET		\$1229.00 PAIL			
67. SURFLAN (PRE-EMERGENT) 2.5 GALLONS		\$40.55 GALLON			
69. TALSTAR (GRANULAR) 25LB BAGS		\$ 65 PER LB			

FORMAL QUOTATION #B-150345		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2015		FOR			
BUYER: KATHY CICCARELLI		ANNUAL PURCHASE OF FUNGICIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREE CARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
70. TOP CHOICE 50 LB		\$2.75 PER LB			
72. ULTRA FINE OIL 2.5 GALLONS		\$11.00 GALLON			
73. VELPAR 2.5 GALLONS		\$96.48 GALLON			
76. VISTA 2.5 GALLONS		\$172.48 GALLON			
77. WEEDAR 24D - BROADLEAF HERBICIDE 2.5 GALLONS		\$18.00 GALLON			
***RAINBOW TREE CARE SCIENTIFIC ADVANCEMENTS: ACEPHATE IS AVAILABLE IN TWO FORMS: LEPIPECT OR ORTHENE. COHERE IS PRICED AS AUDIBLE. DACNIL IS PRICED AS DOCKET WS. GARLON 4 ULTRA IS PRICED AS SIGHTLINE. HORTICULTURE OIL IS PRICED AS RBA BRAND. MERIT IS PRICED AS XYTECT. TEL STAR IS PRICED AS UPSTAR GOLD.					
2. ACEPHATE - AVAILABLE IN TWO FORMS: LEPIPECT OR ORTHENE			\$56.90 OR \$17.20		
10. COHERE IS PRICED AS AUDIBLE			\$29.90 GALLON 8- =\$24.00 GALLON= \$192.00 - \$HIP		
13. DACNIL IS PRICED AS DOCKET WS			\$448.80 8- = \$90.00 = \$720.00 - \$HIP		
21. GARLON 4 ULTRA IS PRICED AS SIGHTLINE			\$44.84		
26. HORTICULTURAL OIL IS PRICED AS RBA BRAND			\$48.20		
38. MERIT WSP 75 IS PRICED AS XYTECT			\$175.00 22PK 3- \$94.00 22=\$282.00 - \$HIP		

FORMAL QUOTATION #B-150352		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2015		FOR			
BUYER: KATHY CICCARELLI		ANNUAL PURCHASE OF FUNGICIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
65. TAL STAR (CONCENTRATE) IS PRICED AS UPSTAR GOLD			\$62.62 EACH \$- \$46.00 = \$168.00 - SHIP		
ALL ORDERS WILL BE BILLED A SHIPPING CHARGE BASED ON THE TOTAL OF THE SALES ORDER:					
\$0 - \$50.99 \$9.99					
\$51 - \$101.99 \$12.99					
\$101 - \$150.99 \$15.99					
\$151 - \$250.99 \$17.60					
\$251 - \$500.99 \$19.50					
\$501 - \$750.99 \$24.25					
\$751 - \$1,000.99 \$29.37					
\$1,001 - \$1,500.99 \$37.10					
\$1,501 - \$2,000.99 \$43.50					
\$2,001 - \$2,249.99 \$50.00					
ALL ORDERS OVER \$2250 ARE NO CHARGE FOR SHIPPING.					
POSTING TIME DATE					
FROM:					
UNTIL:					
BY:					



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

Posted Date: June 12, 2020

Solicitation No.: B200270MIF

Solicitation Name: Purchase of Fungicides, Herbicides & Pesticides

Subject: Addendum Number 2

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.	Herbicide: #40 is that supposed to be Resolute?
Answer	Yes, Resolute 65W is the correct spelling. The Bid Schedule will remain as written and scrivener error shall be considered corrected by way of this addendum.
2.	#54 Can you provide more information or is that the correct spelling?
Answer	Tigr is the correct spelling, it is a Herbicide.
3.	Other Product: #7 is that supposed to be Daconil?
Answer	Yes, Daconil is the correct spelling. The Bid Schedule will remain as written and scrivener error shall be considered corrected by way of this addendum.
4.	We are preparing to submit our bid for consideration on Solicitation B200270MIF. We manufacture and distribute products containing the same Active Ingredient as some of the products itemized in the bid. For example we have a 7.9% bifenthrin product called MaxxThor SC that is equivalent to Talstar concentrate. What is the proper way to submit our products and make reference to them on the Bid Proposal Form? We would actually like to bid the following: MaxxThor SC as an alternative to Talstar (Concentrate) MaxxThor SG as an alternative to Talstar (Granular) TurfThor WSP as an alternative to Merit WSP 75 I have attached the SDS for each of those products below as well as a copy of their product labels.
Answer	County will accept a product of equal or better quality at the discretion of the County Representative. Please bid per the solicitation specifications and detailed Bid Schedule. Please see page 17 for details to comparable items and additional products.

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.

Miguel Flores

Procurement Analyst: Miguel Flores
Procurement Analyst Direct Line: 239-533-8835
Lee County Procurement Management

EXHIBIT B
DELIVERY/PROJECT SCHEDULE

Purchase of Fungicides, Herbicides & Pesticides

Fungicides

Item	Description	Unit of Measure	Unit Price
1	Arena 50	Gallon	
2	Cleary's 3336 For Surface Fungis	Gallon	
3	Heritage	Pound	
4	Horticultural Oil	Gallon	

Herbicides

Item	Description	Unit of Measure	Unit Price
1	2,4-D Amine	Gallon	
2	Accord	Gallon	
3	Aqua Star	Gallon	
4	Aquathol Super K	Pound	
5	Arsenal	Gallon	
6	Celsius	Ounce	
7	Clearcast	Gallon	
8	Clipper	Pound	
9	Clipper SC	Gallon	
10	Comet	Gallon	
11	Diquat 2L	Gallon	
12	Dismiss South	Pint	
13	Drive XLR 8	Gallon	
14	Element 3A	Gallon	
15	Element 4	Gallon	
16	Escort XP (granular)	Pound	
17	Esplanade 200 SC	Quart	
18	Esplanade 200 SC	Gallon	
19	Garlon 4 Ultra	Gallon	
20	Glyphosate 4 Plus	Gallon	
21	Habitat (Wetland Imazpyr)	Gallon	
22	Honcho	Gallon	
23	Kerb	Gallon	
24	Krovar DF	Pound	
25	LI 700	Gallon	
26	Manor	Ounce	
27	Method 240SL	Gallon	
28	Milestone	Gallon	
29	Monument	Box	
30	Oust Extra (granule)	Pound	
31	Pathfinder II	Gallon	
32	Poast	Gallon	
33	Polaris (Upland Imazpyr)	Gallon	
34	Polaris (Arsenal)	Gallon	
35	Procella Cor SC	Gallon	
36	Procella COR SC 12PDU/Unit	Case	
37	Ranger Pro (Upland Glyphosate)	Gallon	
38	Razor Pro	Gallon	
39	Renovate 3	Gallon	
40	Resoluge 65 W	Pound	

41	Revolver	Ounce	
42	Reward (Aquatic)	Gallon	
43	Rodeo (Wetland Glyphosate)	Gallon	
44	Round Up	Gallon	
45	Round Up Pro	Gallon	
46	Round Up Quick Pro	Pound	
47	Sahara	Pound	
48	Sollicam DF	Pound	
49	Sonar AS	Gallon	
50	Sonar One	Pound	
51	Sonar SRP	Pound	
52	Sonar Q	Pound	
53	Surflan (Pre-Emergent)	Gallon	
54	Tigr	Gallon	
55	Trycera	Gallon	
56	Velossa	Gallon	
57	Velpar L	Gallon	
58	Vista	Quart	
59	Vista	Gallon	
60	Weedar 64	Gallon	

Pesticide-Insecticide

Item	Description	Unit of Measure	Unit Price
1	Acephate	Pound	
2	Bandit	Pound	
3	Merit WSP 75	Ounce	\$3.33/oz-\$21.25/jar
4	TalStar (Concentrate)	Gallon	\$42.50/gallon
5	TalStar (Granular)	Pound	\$.80/lb-\$20 / 25lb bag
6	Top Choice	Pound	
7	Ultra Fine Oil	Gallon	

Other Products

Item	Description	Unit of Measure	Unit Price
1	Antifoamer/defoamer	Gallon	
2	Blue Dye Spray Indicator Dye	Quart	
3	Buffer Extra Strength	Gallon	
4	Cohere	Gallon	
5	Citrine (Kills Algae)	Gallon	
6	Citrine Plus GR	Pound	
7	Dancil	Gallon	
8	Diluent Blue Oil	Gallon	
9	DLZ	Gallon	
10	Hydrothal 191	Gallon	
11	Impel Red Oil	Gallon	
12	Indicator (Marking Dye)	Quart	
13	Indicator (Marking Dye)	Gallon	
14	I'Vod	Gallon	
15	JLB Oil	Gallon	
16	Kammo-We Agent	Gallon	
17	Kammo Plus	Gallon	
18	Kinetic	Quart	

19	Performance Wetter	Gallon	
20	Sinker-Drift Agent	Gallon	
21	Stenner (Injection)	Each	
22	TopFilm	Gallon	
23	Wipeout XS (cleaner)	Gallon	

EXHIBIT C INSURANCE REQUIREMENTS

INSURANCE GUIDE

VER 6/02/06



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's 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, and 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 Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease - policy limit

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



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

- b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section

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: 8/12/2020

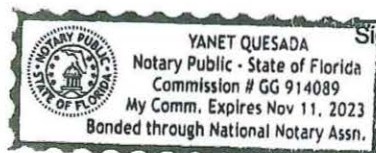

Signature

STATE OF FL
COUNTY OF LEE

Michael A. Borys Technical Representative
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 12 day of August, 2020, by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: FL DL

[Stamp/seal required]




Signature, Notary Public