

**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 Nutrien Ag Solutions, Inc., a Delaware corporation authorized to do business in the State of Florida, whose address is 3005 Rocky Mountain Avenue, Loveland, CO 80538 and whose federal tax identification number is 04-3769161, 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:	<u>Tim Smith</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>Region Manager</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>3005 Rocky Mountain Avenue</u> <u>Loveland, CO 80538</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>727-348-7569</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>N/A</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>troy.knowlton@nutrien.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

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

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

WITNESS:

Signed By: Suzanne Hoffman

Print Name: Suzanne Hoffman

Nutrien Ag Solutions, Inc.

Signed By: Sherril Kuhlmann

Print Name: Sherril Kuhlmann

Title: V.P. + General Counsel

Date: 8.19.20

LEE COUNTY

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

BY: Brian Turner
CHAIR

DATE: 9/18/2020

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Melissa Butler
DEPUTY CLERK

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

BY: Amadeo
OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A SPECIFICATIONS OR SCOPE OF SERVICES

VZM 1-A-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 comply with all federal, state, and local regulations regarding product labeling, packaging, and safety including providing material safety data sheets with each shipment hereunder.

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.lee.gov.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.lee.gov.com/procurement/awarded-annual-contracts/downloads?fid=4692&fr=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-180362	LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: JUNE 30, 2016	FOR				
BUYER: KATIE CICCARELLI	ANNUAL PURCHASE OF FUNGICIDES, HERBICIDES, PESTICIDES, ETC.				
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREE CARE SCIENTIFIC ADVANCEMENTS	APPLICATION DYNAMICS	
Addenda Acknowledged	NA	NA	NA	NA	
1. ACCORD 1.5 GALLON - EACH	NO BID	NO BID	NO BID		
ACCORD 1.5 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. CLEARLY'S 336 FOR SURFACE FUNGUS 1.5 GALLON - EACH	NO BID	NO BID	NO BID		
CLEARLY'S 336 FOR SURFACE FUNGUS 1.5 GALLON - QUANTITY/COST	NO BID	NO BID	NO BID		
10. COHERE 1.5 GALLON - EACH	NO BID	NO BID	NO BID		
COHERE 1.5 GALLON - QUANTITY/COST	NO BID	NO BID	NO BID		
11. CUTRINE(KILLS ALGAE) 1.5 GALLON - EACH	NO BID	NO BID	NO BID		

FORMAL QUOTATION #B-160382		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2016		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/SHILLS 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	
CUTRINE PLUS GR 30 LB - QUANTITY/COST		\$63.00	NO BID	NO BID	
13. DACNIL 2.5 GALLONS - EACH		NO BID	NO BID	NO BID	
DACNIL 2.5 GALLONS - QUANTITY/COST		NO BID	NO BID	NO BID	
EACH		NO BID	NO BID	NO BID	
DILCENT BLUE OIL 11.35 GALLONS - QUANTITY/COST		NO BID	NO BID	NO BID	
15. DISMISS SOUTH 1 PT - EACH		\$190.00	\$184.00	NO BID	
DISMISS SOUTH 1 PT - QUANTITY/COST		\$190.00	\$184.00	NO BID	
16. DLZ - 2.5 GALLONS - EACH		NO BID	NO BID	NO BID	
DLZ - 2.5 GALLONS - QUANTITY/COST		NO BID	NO BID	NO BID	
17. DRIVE XLR 5 GALLON - EACH		\$68.00	NO BID	NO BID	
DRIVE XLR 5 GALLON - QUANTITY/COST		\$68.00	NO BID	NO BID	
18. ELEMENT 3 A 2.5 GALLONS - EACH		\$108.95	NO BID	NO BID	
ELEMENT 3 A 2.5 GALLONS - QUANTITY/COST		\$108.95	NO BID	NO BID	
19. ELEMENT 4 2.5 GALLONS - EACH		\$123.63	NO BID	NO BID	
ELEMENT 4 2.5 GALLONS - QUANTITY/COST		\$123.63	NO BID	NO BID	
20. ESPLANADE 200 SC 2.5 GALLONS - EACH		\$2,611.20	NO BID	NO BID	
ESPLANADE 200 SC 2.5 GALLONS - QUANTITY/COST		\$2,611.20	NO BID	NO BID	

FORMAL QUOTATION #B-180352		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	
31. CARLON 4 ULTRA 2.5 GALLONS - EACH	\$179.00	NO BID	NO BID		
CARLON 4 ULTRA 2.5 GALLONS - QUANTITY/COST	\$179.00	NO BID	NO BID		
32. 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		
33. HABITAT(WETLAND DIAZYPR) 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
HABITAT(WETLAND DIAZYPR) 2.5 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		
34. HERITAGE 1 LB - EACH	NO BID	\$1.55	NO BID		
HERITAGE 1 LB - QUANTITY/COST	NO BID	\$1.55	NO BID		
35. HONCHO 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
HONCHO 2.5 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		
36. 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		
37. 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		
38. 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		
39. 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-14432		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2018		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	
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. KAMBIO -WET AGENT 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
KAMBIO -WET AGENT 2.5 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		
34. KAMBIO - PLUS 2.5 GALLONS - EACH	NO BID	NO BID	NO BID		
KAMBIO - PLUS 2.5 GALLONS - QUANTITY/COST	NO BID	NO BID	NO BID		
35. KERB 2.5 GALLONS - EACH	\$747.50	NO BID	NO BID		
KERB 2.5 GALLONS - QUANTITY/COST	\$747.50	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 75 1.6 OZ - EACH	NO BID	NO BID	NO BID		
MERIT WSP 75 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 (# X 5 GRAM PACKETS) - EACH	NO BID	NO BID	NO BID		

FORMAL QUOTATION #B-150352		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2015		FOR			
BUYER: KATIE CICCARELLI		ANNUAL PURCHASE OF FUNGICIDES, HERBICIDES, PESTICIDES, ETC.			
VENDORS	RED RIVER SPECIALTIES, INC.	HELENA CHEMICAL CO.	RAINBOW TREECARE 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 BIAZPIR) 2.5 GALLONS - EACH	\$187.50	NO BID	NO BID		
POLARIS (UPLAND BIAZPIR) 2.5 GALLONS - QUANTITY/COST	\$187.50	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	\$29.90	NO BID	NO BID		
RANGER PRO (UPLAND GLYPHOSATE) 2.5 GALLON - QUANTITY/COST	\$29.90	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	\$29.90	NO BID	NO BID		
RAZOR PRO 2.5 GALLONS - QUANTITY/COST	\$29.90	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-1543F		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 87 OZ - EACH	NO BID	NO BID	NO BID		
REVOLVER 87 OZ - 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 6.3 LB - EACH	\$53.00	NO BID	NO BID		
ROUND UP QUICK PRO 6.3 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-15035		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2016		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	
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 25 LB BUCKET - EACH	NO BID	NO BID	NO BID		
SONAR SRP 25 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. STINNER (INJECTION) - EACH	NO BID	NO BID	NO BID		
STINNER (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-168352		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	
68. TAL STAR (CONCENTRATE) 1 GALLON - EACH	NO BID	\$32.48	NO BID		
TAL STAR (CONCENTRATE) 1 GALLON - QUANTITY/COST	NO BID	\$32.48	NO BID		
69. TALSTAR (GRANULAR) 25 LB BAGS - EACH	NO BID	NO BID	NO BID		
TALSTAR (GRANULAR) 25 LB BAGS - QUANTITY/COST	NO BID	NO BID	NO BID		
70. TOP CHOICE #0 LB - EACH	NO BID	NO BID	NO BID		
TOP CHOICE #0 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	\$46.20		
73. VELPAR 2.5 GALLONS - EACH	\$187.88	NO BID	NO BID		
VELPAR 2.5 GALLONS - QUANTITY/COST	\$187.88	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	\$172.48	NO BID		
VISTA 1 GALLON - QUANTITY/COST	NO BID	\$172.48	NO BID		
76. VISTA 2.5 GALLONS - EACH	\$416.88	NO BID	NO BID		
VISTA 2.5 GALLONS - QUANTITY/COST	\$416.88	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-19444		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/REGISTRATION 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 XRT II 1 GALLON - EACH	\$19.57				
ACCORD XRT II 2.5 GALLONS - EACH	\$49.98				
2. (ACEPHATE) ACEPHATE 90 PRILL (8 X 8 LB) - PER LB	\$6.96				
ACEPHATE) ACEPHATE 90 PRILL (8 X 8 LB) - PER 5 LBS	\$29.75				

FORMAL QUOTATION #B-150382		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 10, 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
3. (AQUA STAR /RODEO) AQUANEAT - 1 GALLON	\$18.00				
(AQUA STAR/RODEO) AQUANEAT - 2.5 GALLONS	\$37.50				
9. (CLEARY'S 3336 FOR SURFACE FUNGUS) TMI 4.5 - 1 GALLON	\$48.00				
(CLEARY'S 3336 FOR SURFACE FUNGUS) TMI 4.5 - 2.5 GALLON	\$120.00				
11. (CUTRINE (KILLS ALGAE) CUTRINE PLUS - GALLON	\$16.98				
(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	\$138.71				
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 DIAZOPYR) ARSENAL HERBICIDE - 1 GALLON	\$49.90				
(HABITAT (WETLAND DIAZOPYR) ARSENAL HERBICIDE - 2.5 GALLONS	\$124.75				
28. (MPEL RED OIL) ELITE PREMIER RED - 1 GALLON	\$12.33				

FORMAL QUOTATION #B-12435		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	\$17.00				
32. (JLB OIL) JLB OIL PLUS - 1 GALLON	\$12.29				
JLB OIL) JLB OIL PLUS - 15 GALLON DRUM FILLED TO 11.25 GALLONS	\$138.26				
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				
46. (REWARD (AQUATIC) DIQUAT SFC 2 L - 1 GALLON	\$46.00				
(REWARD (AQUATIC) DIQUAT SFC 2 L - 2.5 GALLONS	\$112.50				
49. (ROUND UP) ROUND UP PRO CONCENTRATE - 1 GALLON	\$18.00				

FORMAL QUOTATION #B-150352		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 10, 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
(ROUND UP) ROUND UP PRO CONCENTRATE - 2.5 GALLONS		\$48.00			
61. (SINKER - DRIFT AGENT) ELITE SECURE ULTRA - 1 GALLON		\$28.00			
70. (TAL STAR (CONCENTRATE) BIFENUT - 1 GALLON		\$31.00			
71. (TAL STAR (GRANULAR) BIFEN L/P - PER LB		\$0.64			
(TAL STAR (GRANULAR) BIFEN L/P - 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.: #1 AQUATHOL SUPER KIS IN 30 LB CONTAINER; #6 ARENA IS IN A 40 OZ BOTTLE; #7 SPEC SPRAY INDICATOR; #25 OFFERING RANGER PRO; #26 OFFERING OMNI SUPREME OIL; #89 OFFERING ROUND UP CUSTOM AS WELL AS THE FOLLOWING:					
1. ACCORD - 1.5 GALLONS			\$18.00 GALLON		
4. AQUATHOL SUPER K - 25 LBS			\$16.00/LB		
6. ARENA #0 - GALLON			\$218.70/BOTTLE(40 OZ)		

FORMAL QUOTATION #B-160352		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	
7. BLUE DYE - QUART		\$14.00/GALLON			
8. CELSIUS - 10 OZ		\$93.40/BOTTLE			
9. CLEARY'S 3336 FOR SURFACE FUNGUS - 2.5 GALLONS		\$74.50/GALLON			
10. COHERE - 2.5 GALLONS		\$36.95/GALLON			
11. CUTRINE (KILLS ALGAE) - 2.5 GALLONS		\$15.50/GALLON			
12. CUTRINE PLUS GR - 30 LBS		\$17.41/LB			
13. DACNIL 2N - 2.5 GALLONS		\$48.00/GALLON			
16. DLZ - 2.5 GALLONS		\$30.00/GALLON			
17. DRIVE XLRS - 5 GALLON		\$66.75 GALLON			
18. ELEMENT 3 A - 2.5 GALLONS		\$34.14/GALLON			
19. ELEMENT 4 - 2.5 GALLONS		\$42.14/GALLON			
20. ESPLANADE 200 SC - 2.5 GALLONS		\$104.48/GALLON			
21. CARLON 4 ULTRA - 2.5 GALLONS		\$77.50/GALLON			
22. GLYPHOSATE 4 PLUS (GANGER PRO) - 2.5 GALLONS		\$11.25/GALLON			
23. HABITAT (WEILAND BILZ) F170 - 2.5 GALLONS		\$95.00/GALLON			
24. HONCHO - 2.5 GALLONS		\$11.25/GALLON			
26. HORTICULTURAL OIL - 2.5 GALLONS		\$11.00/GALLON			
27. HYDROTHAL 191 - 2.5 GALLONS		\$43.30/GALLON			
28. IMPEL RED OIL - 11.25 GALLONS		\$7.05/GALLON			
32. JLB OIL - 11.25 GALLONS		\$10.76/GALLON			

FORMAL QUOTATION #B-15835		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	
34. KAMBIO PLUS - 2.5 GALLON		\$22.75/GALLON			
35. KERB - 2.5 GALLON		\$28.30/GALLON			
36. KROVAR DF - 6 LBS		\$11.15/LB			
37. MANOR - 2 OZS		\$18.90/OZ			
38. MERIT WSP 75 - 1.6 OZS		\$58.62/BOTTLE			
39. MILESTONE - 2.5 GALLONS		\$309.00/GALLON			
41. PATHFINDER II - 2.5 GALLONS		\$42.00 GALLON			
42. POLARIS (UPLAND ISAZP) - 2.5 GALLONS		\$52.45 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		\$8.91/LB			
62. REVOLVER - 87 OZS		\$540.00/BOTTLE			
63. REWARD (AQUATIC) - 2.5 GALLONS		\$79.80/GALLON			
64. RODEO (WETLAND GLYPHOSATE) - 2.5 GALLON		\$17.85 GALLON			
67. ROUND UP - 2.5 GALLONS		\$17.75 GALLON			
68. ROUND UP QUICK PRO		\$61.90/OZ			
69. SAHARA - (4 COUNT - 10 LB BAGS)		\$10.25/LB			
61. SOLICAM DF 10 LBS		\$28.75/LB			
63. SONAR SRP 25 LB BUCKET		\$1229.60 PAIL			
67. SURFLAN (PRE-EMERGENT) 2.5 GALLONS		\$40.55 GALLON			
69. TALSTAR (GRANULAR) 25LB BAGS		1.65 PER LB			

FORMAL QUOTATION #B-1403#		LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: JUNE 30, 2016		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	
70. TOP CHOICE #0 LB		\$2.75 PER LB			
72. ULTRA FINE OIL 2.5 GALLONS		\$11.00/GALLON			
73. VELPAR 2.5 GALLONS		\$86.45 GALLON			
76. VISTA 2.5 GALLONS		\$172.48/GALLON			
77. WEEDAR/40 - BROADLEAF HERBICIDE 2.5 GALLONS		\$18.00/GALLON			
***RAINBOW TREECARE SCIENTIFIC ADVANCEMENTS: ACEPHATE IS AVAILABLE IN TWO FORMS; LEPITECT OR ORTHENE. COHERE IS PRICED AS AUDIBLE; DACNOL IS PRICED AS DOCKET W3; CARLON 4 ULTRA IS PRICED AS SIGHTLINE; HORTICULTURE OIL IS PRICED AS RBA BRAND; MERIT IS PRICED AS NYTECT; TEL STAR IS PRICED AS UPSTAR GOLD.					
2. ACEPHATE - AVAILABLE IN TWO FORMS; LEPITECT OR ORTHENE			\$56.90 OR \$17.20		
10. COHERE IS PRICED AS AUDIBLE			\$29.90/GALLON 8+ = \$24.00/GALLON + \$192.00 + \$HIP		
13. DACNOL IS PRICED AS DOCKET W3			\$448.00 8+ = \$90.00 - \$720.00 - \$HIP		
21. CARLON 4 ULTRA IS PRICED AS SIGHTLINE			\$44.84		
26. HORTICULTURAL OIL IS PRICED AS RBA BRAND			\$45.20		
38. MERIT WSP 76 IS PRICED AS NYTECT			\$176.00/22PK J- \$94.00/22= \$382.00 + \$HIP		

FORMAL QUOTATION #B-1503F2		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
6R TAL STAR (CONCENTRATE) IS PRICED AS UPSTAR GOLD				\$62.65 EACH 8- \$46.00 = \$368.00 - 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 \$12.89					
\$101 - \$150.99 \$16.35					
\$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 \$60.00					
ALL ORDERS OVER \$2250 ARE NO CHARGE FOR SHIPPING.					
POSTING TIME/DATE					
FROM:					
UNTIL:					
BY:					



LEE COUNTY
SOUTHWEST FLORIDA

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/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.	Herbicides #40 is that supposed to be Resolute?
Answer	Yes, Resolute 66W 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 Products #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?
Answer	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. 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

 <p>LEE COUNTY SOUTHWEST FLORIDA</p>	<p>PROCUREMENT MANAGEMENT DEPARTMENT BID/PROPOSAL FORM</p>		
<p>COMPANY NAME: <u>Nutrien Ag Solutions Inc.</u></p>			
<p>SOLICITATION: <u>B200270MIF - Purchase of Fungicides, Herbicides & Pesticides</u></p>			
<p>Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.</p>			
<p>PRICING Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).</p>			
<p>The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.</p>			
<p>PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission package and provided the excel version with your digital submission package.</p>			
<p>Purchase of Fungicides, Herbicides & Pesticides</p>			
<p>Fungicides</p>			
Item	Description	Unit of Measure	Unit Price
1	Arena 50	Gallon	\$ 209.00
2	Cleary's 3336 For Surface Fungis	Gallon	N/B
3	Heritage	Pound	\$ 323.00
4	Horticultural Oil	Gallon	N/B
<p>Herbicides</p>			
Item	Description	Unit of Measure	Unit Price
1	2,4-D Amine (Platoon)	Gallon	\$ 10.20
2	Accord	Gallon	\$ 10.50
3	Aqua Star (Cinco)	Gallon	\$ 15.10
4	Aquathol Super K	Pound	\$ 74.75
5	Armsal	Gallon	\$ 51.50
6	Cetelus	Ounce	\$ 102.00
7	Clearcast	Gallon	\$ 282.07
8	Clipper	Pound	\$ 39.41
9	Clipper SC	Gallon	\$ 320.00
10	Comet	Gallon	\$ 72.00
11	Diquat 2L	Gallon	N/B
12	Dismiss South (Dismiss NXT agency 60 oz bottle)	Pint	\$ 649.00
13	Drive XLR 8 42.88/half gallon	Gallon	\$ 85.72
14	Element 3A	Gallon	\$ 37.70
15	Element 4	Gallon	\$ 44.40
16	Escort XP (granular)	Pound	\$ 51.20
17	Esplanade 200 SC	Quart	\$ 327.04
18	Esplanade 200 SC	Gallon	\$ 1,189.12
19	Gerlon 4 Ultra	Gallon	\$ 65.90
20	Glyphosate 4 Plus	Gallon	\$ 11.70

21	Habitat (Wetland Imazpyr)	Gallon	\$	82.00
22	Honcho	Gallon	NB	
23	Kerb	Gallon	\$	280.00
24	Krover DF	Pound	\$	10.50
25	LI 700	Gallon	\$	32.00
26	Manor	Ounce	\$	21.23
27	Method 240SL	Gallon	\$	322.56
28	Milestone	Gallon	\$	300.00
29	Monument 25gram box	Box	\$	250.00
30	Oust Extra (granule)	Pound	\$	38.40
31	Pathfinder II	Gallon	\$	48.00
32	Poast	Gallon	\$	88.00
33	Polaris (Upland Imazpyr)	Gallon	\$	60.98
34	Polaris (Arsenal)	Gallon	\$	48.50
35	Procella Cor SC	Gallon	N/B	
36	Procella COR SC 12PDU/Unit	Case	\$	2,608.00
37	Ranger Pro (Upland Glyphosate) (Mad Dog Plus)	Gallon	\$	11.70
38	Razor Pro (Mad Dog Plus)	Gallon	\$	11.70
39	Renovate 3	Gallon	\$	105.84
40	Resoluge 65 W (Resolute)	Pound	\$	11.36
41	Revolver \$595/87oz bottle	Ounce	\$	8.84
42	Reward (Aquatic) (Diquat SPC)	Gallon	\$	37.50
43	Rodeo (Wetland Glyphosate)	Gallon	\$	18.78
44	Round Up Pro Concentrate	Gallon	\$	18.00
45	Round Up Pro (Mad Dog Plus)	Gallon	\$	11.70
46	Round Up Quick Pro	Pound	\$	10.80
47	Sahara (Imazuron)	Pound	\$	9.40
48	Sollicam DF	Pound	\$	31.10
49	Sonar AS	Gallon	\$	1,989.12
50	Sonar One	20lb Pail	\$	643.13
51	Sonar SRP	Pound	\$	34.25
52	Sonar Q	Pound	\$	33.99
53	Surflan (Pre-Emergent)	Gallon	NB	
54	Tigr	Gallon	\$	287.23
55	Trycera	Gallon	N/B	
56	Velossa	Gallon	N/B	
57	Velpar L	Gallon	\$	72.00
58	Vista	Quart	N/B	
59	Vista	Gallon	\$	178.00
60	Weedar 84 (Platoon)	Gallon	\$	10.20

Pesticide-Insecticide

Item	Description	Unit of Measure	Unit Price
1	Acephate	Pound	\$ 8.88
2	Bandit	Pound	N/B
3	Merit WSP 75	Ounce	\$ 8.60
4	TalStar (Concentrate) (Bisect)	Gallon	\$ 43.50
5	TalStar (Granular) Nursery	Pound	\$ 0.48
6	Top Choice	Pound	\$ 2.53
7	Ultra Fine Oil	Gallon	N/B

Other Products			
Item	Description	Unit of Measure	Unit Price
1	Antifoamer/defoamer	Gallon	\$ 23.68
2	Blue Dye Spray Indicator Dye (Aquamark 85 qt)	Quart	\$ 8.80
3	Buffer Extra Strength	Gallon	NB
4	Cohere (Spreader 90)	Gallon	\$ 19.00
5	Cutrine (Kills Algae) (Cutrine FL 909)	Gallon	\$ 14.40
6	Cutrine Plus GR	Pound	\$ 2.07
7	Dandi	Gallon	NB
8	Diluent Blue Oil (Bark Oil Blue)	Gallon	\$ 10.00
9	DLZ (MSO Concentrate)	Gallon	\$19.00
10	Hydrothal 191	Gallon	\$77.80
11	Impel Red Oil (Bark Oil Red)	Gallon	\$ 10.00
12	Indicator (Marking Dye) (Aquamark 55 qt)	Quart	\$ 9.80
13	Indicator (Marking Dye) (Aquamark 1 gal)	Gallon	\$ 24.00
14	IVod	Gallon	\$ 19.80
15	JLB Oil	Gallon	\$ 16.50
16	Kammo-Wa Agent (CideKick)	Gallon	\$ 16.00
17	Kammo Plus (CideKick II)	Gallon	\$ 16.50
18	Kinetic (Sinet 200)	Quart	\$ 36.50
19	Performance Wetter (Spreader 90)	Gallon	\$ 19.00
20	Sinker-Drift Agent (Poly Control II)	Gallon	\$ 29.80
21	Stenner (Injection)	Each	NB
22	TopFilm	Gallon	\$ 88.00
23	Wipeout XS (cleaner)	Gallon	NB

EXHIBIT C INSURANCE REQUIREMENTS

VZ 1-6-20

INSURANCE GUIDE



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."



LEE COUNTY
SOUTHWEST FLORIDA

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: 8.19.20

Sharon Kuhlmann
Signature

STATE OF Colorado
COUNTY OF Laurel

Sharon Kuhlmann, V.P. + General Counsel
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 19th 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: personally known.

[Stamp/seal removed]
SUZANNE K. HOFFMAN
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20184034211
My Commission Expires 8/28/2022

Suzanne Hoffman
Signature, Notary Public