

**AGREEMENT FOR B170418GWT ANNUAL - LABORATORY EQUIPMENT,  
SUPPLIES, AND MATERIALS**

**THIS AGREEMENT** ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Hach Company, a Delaware corporation authorized to do business in the State of Florida, whose address is 5600 Lindbergh Drive, Loveland, CO 80539, and whose federal tax identification number is 42-0704420, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase laboratory equipment, supplies, and materials from the Vendor in connection with "Annual - Laboratory Equipment, Supplies, and Materials" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B170418GWT on October 20, 2017; and,

**WHEREAS**, the County evaluated the responses received and found the Vendor qualified to provide the necessary products; and,

**WHEREAS**, the County posted a Notice of Intended Decision on February 21, 2018; and,

**WHEREAS**, the Vendor has reviewed the products to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products in accordance with its terms.

**NOW, THEREFORE**, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

**I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products for the Purchase as specified in Exhibit A. A more specific description of the products is set forth in the Scope of Work and Specifications of Solicitation No. B170418GWT, a photocopy of said section being attached hereto and incorporated by reference in Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B170418GWT, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

**II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue on an as needed basis for a one (1) year period. There may be an option to extend this contract as specified in the specifications upon written approval of both the County and the Vendor at the time of extension or renewal for up to three (3) additional one (1)-year periods.
- 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 Solicitation No.B170418GWT, 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 work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order 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 address indicated on the purchase order 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. Vendors's liability shall not extend, however, to consequential damages with the exception of injury to person or property or wrongful death proximately resulting from any breach of warranty.

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 A- Class VII 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, [publicrecords@leegov.com](mailto:publicrecords@leegov.com); <http://www.leegov.com/publicrecords>.**

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

#### **IX. OWNERSHIP OF PRODUCTS**

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

**X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- 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 fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or

acceptance and are in addition to the Vendor's obligations under this Agreement.

### **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

### **XIV. VENDOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B and of the most suitable grade for the purpose intended).
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.
- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

## **XV. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.



- H. 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:

Name: Darin Stell  
Title: Vice President of Sales  
Address: 5600 Lindbergh Drive, Loveland CO 80538  
Telephone: 800-227-4224  
Facsimile: 970-669-2932  
E-mail: bids@hach.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. 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 No. B170418GWT
  4. Vendor's Submittal in Response to Solicitation No. B170418GWT

[The remainder of this page intentionally left blank.]

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

WITNESS:

Signed By: Roxanna Starika

Print Name: Roxanna Starika

**Hach Company**

Signed By: [Signature]

Print Name: Ian Morrison

Title: Service Manager

Date: 5/17/18

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
CHAIR

DATE: 6-14-18

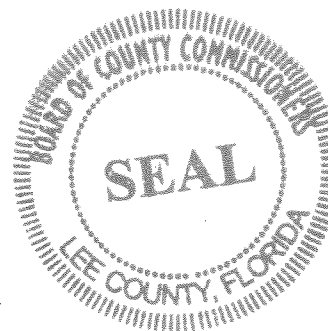
Commissioner Cecil L Pendergrass  
Lee County Board of County Commissioners  
District 2

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: Joyce Townsend  
DEPUTY CLERK

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

BY: Andrea Fasse  
OFFICE OF THE COUNTY ATTORNEY



## **EXHIBIT A**

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

In addition to the following terms, in regards to the Return Policy, the County further agrees to: (1) include proper documentation and identification when requesting return authorization from the Vendor and (2) contact the Vendor's customer service department at 1-800-227-4224 to obtain return authorization.

#### **SCOPE OF WORK AND SPECIFICATIONS** **LEE COUNTY, FLORIDA** **DETAILED SPECIFICATIONS FOR LABORATORY EQUIPMENT, SUPPLIES, AND MATERIALS**

##### **SCOPE**

Lee County is requesting competitive bids from qualified, experienced, properly licensed, and insured vendors that shall provide laboratory equipment, supplies, and material for use by various Lee County Departments and Divisions on an "as-required" or "emergency" basis. Bids shall be considered only from vendors that regularly engage in this business and maintain stock that shall provide the full spectrum of laboratory equipment, supplies, and materials product line.

##### **BASIS OF AWARD**

Vendors meeting the requirements of these specifications will receive an award. It is the county's intent to award to a pool of vendors; this will allow individual departments and divisions to use the vendor that has the needed product that best supports their laboratory equipment, supplies, and materials at the most reasonable price. Lee County reserves the right to purchase the product or service listed in this bid elsewhere in an emergency. The basis of award for this bid will be the bidder(s) meeting specifications; who offers the best percentage discount off catalog list prices for laboratory equipment, supplies, and materials. All rebates, volume discounts, etc. shall be included with your bid. Lee County reserves the right to award to multiple vendors.

##### **DESCRIPTION & ESTIMATED EXPENDITURE**

Lee County intends to purchase laboratory equipment, supplies, and materials under this invitation to bid, for various sites located throughout Lee County. The need exists to have a proper source of supply that is responsive, readily available and able to meet Lee County requirements with minimum delay in acquisition and/or delivery. Since the departments of Lee County maintain a minimal inventory, these items are procured on an "as required" or "emergency" basis only, and delays in acquisition are not acceptable.

Expenditures for the last fiscal year have been estimated at \$117,000.00. This figure is given strictly as an estimate for potential bidders and for bidding purposes only. A wide variance in actual expenditures can be expected due to "as necessary" or "emergency" procurement habits. Therefore, no guarantee is given or implied as the total quantity or dollar values of this bid. Lee County is not obligated to place any order with vendors participating in this bid. Contract awards will only guarantee a specific source of supply for Lee County and will not guarantee or obligate total dollar expenditure.

All departments will be encouraged to refer to websites, catalogs and discounts of participating vendors of this bid, in their attempt to fill their requirements at the lowest prices and overall best value.

## **EXHIBIT A**

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

#### CONTRACTOR PERFORMANCE

Contractor(s) shall maintain an acceptable level of satisfactory service throughout the duration of the contract. To ensure the security of this level of performance, Lee County reserves the right to withhold any monies owed to a contractor who is not performing satisfactorily, fails to provide specific services, or any reason deemed necessary by Lee County. Reason for any withholdings will be provided to the contractor in writing along with an acceptable time frame the contractor has to fulfill any and all of the reasons to bring the level of service back to satisfactory. If services are not corrected within the time frame allocated by the ordering department or its designee, then contract may be terminated. Furthermore, Lee County has the right to subcontract any costs incurred to Lee County from the invoices or monies owed due to the unsatisfactory performance of contractor. The withholding of any monies and the subtraction of cost/fees incurred will be used at the discretion of Lee County. If no monies are owed to a contractor and performance levels are below satisfactory then termination of contract as outlined in this bid will apply.

#### DELIVERY

NOTE: The bid percentage/net price for the parts and supplies shall include INSIDE DELIVERY, F.O.B. Ft. Myers, FL to any county location as directed.

#### MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number, which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

#### PRICE ESCALATION/DESCALATION

Offers shall be submitted with the understanding that no price increases shall be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of each 365 calendar days and only where verified to the satisfaction of the Lee County Procurement Department. The vendor must provide no less than a 60-day advanced written notice prior to the end of the 365 calendar days and each 365 calendar day period thereafter.

Any approved price change will be effective only at the beginning of the contract effective date for that year. The vendor shall document the amount and proposed effective date of the change in price. Documentation shall be supplied with vendor's request for increase, which will: (1) verify that the requested price increase is general in scope and not applicable just to the county; and (2) verify the amount or percentage of increase which is being passed on to the vendor by others is not under the control of the vendor. Failure by the vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. Procurement Management may make such verification as deemed adequate. An increase, which Procurement Management determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract. Lee County Procurement Management will notify using agencies and vendor(s) in writing of the effective date of any increase, which is approved.

The vendor shall fill all purchase orders received prior to the effective date of any price adjustments at the old contract prices. The vendor is further advised that price decreases, which affect the cost of materials, labor and transportation, are required to be passed on to the county immediately. Failure to do so will result in action to recoup such amounts.

## **EXHIBIT A**

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

#### ACCEPTANCE

It is Lee County's responsibility to thoroughly inspect the product(s) prior to acceptance. Delivery of product(s) to a Lee County site however does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product(s) meets contract specifications and requirements listed in this document.

#### WEBSITES/CATALOGS

All bidders must submit with their bid website addresses for on-line pricing and/or catalog name(s) and/or the best methods to view inventory and pricing (i.e. manufacturer website, printed catalog or other). If utilizing a catalog, bidders must submit catalog with their bid. If no catalog is available, bidder shall provide the best website and/or inventory list that is available. This information will help assist Lee County in its award process to view the variety of items the bidder is capable of handling and to gain an idea of warehouse capabilities.

#### PRICING/DISCOUNTS

Bidders shall bid a flat percentage discount that shall be applied to items provided on-line and/or in catalog. All discounts submitted under this bid shall be F.O.B. destination, including inside delivery to any Lee County site and shall be firm for the duration of the contract. Some County locations are multi-story buildings with elevators, and the County designee will give detailed direction of where to drop off deliveries when placing orders.

#### NO SUBSTITUTION

Any item that states "No Substitution" means that only the specified brand/product item shall be accepted.

#### DISCONTINUED ITEM

After bid award, if an item becomes discontinued and no longer available to stock, vendor shall document in writing the cause and offer an alternative/substitution for approval within 10 calendar days.

#### BACKORDERS

Backorders shall be held to a minimum. It shall be expected that 90% of backordered items be shipped within 5 days after receipt of the first order.

#### RETURN POLICY

Lee County requires the ability to return any and all new and unused items purchased under this bid to the awarded vendor within 60 calendar days after receipt without a restocking fee.

#### DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person shall be readily available during normal work hours by phone or in person and shall be knowledgeable of the terms and procedures involved.

## **EXHIBIT A**

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

#### SUB-CONTRACTORS

The use of sub-contractors under this bid is not allowed without prior written authorization from the county representative.

#### REGULAR DISTRIBUTER

Bids will be considered only from firms, which qualify as a "regular distributor".

A "regular distributor" is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the equipment, materials and/or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question.

**End of Scope of Work and Specifications Section**

**EXHIBIT B**  
**FEE SCHEDULE**

The County shall pay the Vendor for products purchased under this Agreement at the Vendor's list price less a 3% discount.

## EXHIBIT C INSURANCE REQUIREMENTS

### INSURANCE GUIDE

<b>Major Insurance Requirements</b>
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**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)
  - \$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."



## EXHIBIT C INSURANCE REQUIREMENTS

### Verification of Coverage:

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

- a. 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