

AGREEMENT FOR LEE COUNTY DOT ROADWAY LIGHTING

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 Consolidated Electrical Distributors, Inc., a Delaware corporation authorized to do business in the State of Florida, whose address is 1920 Westridge Drive, Irving, TX 75038, and whose federal tax identification number is 77-0559191, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase LED roadway lighting fixtures from the Vendor in connection with "Lee County DOT Roadway Lighting" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B200271MIF on May 1, 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 Bid Action on July 6, 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 B200271MIF, 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 the Solicitation No. B200271MIF, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement on an as needed basis for one (1) three-year (3) period. There may be an option 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 three (3) years. 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.

- 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.
- D. For 1 year(s) from the date of County's receipt of products provided hereunder, Vendor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Vendor's standard product warranty is for a period of time longer than 1 year(s), this warranty shall be extended to that longer duration.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any

such provision or provisions or of its right thereafter to enforce each and every such provision.

- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Kurt Lasher
Title: President
Address: 1920 Westridge Drive
Irving, TX 75038
Telephone: 239-334-4581
Facsimile: 239-332-5139
E-mail: jrussell@cedftmy.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>	

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.

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

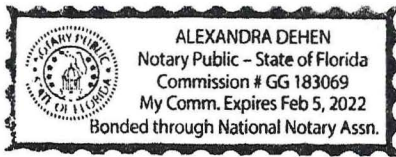
[The remainder of this page intentionally left blank.]

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

WITNESS:

Signed By: _____

Print Name: _____



Consolidated Electrical Distributors, Inc.

Signed By: _____

Print Name: _____

Title: _____

Date: _____

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____

CHAIR

DATE: _____

ATTEST:

CLERK OF THE CIRCUIT COURT

Linda Doggett, Clerk

BY: _____

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

BY: _____

OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SPECIFICATIONS OR SCOPE OF SERVICES

VER. 3-A-20

SCOPE OF WORK AND SPECIFICATIONS

1. SCOPE

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide LED Roadway lighting fixtures on an as-needed basis as requested by the County. All products must be certified and listed on the FDOT Approved Product List (APL).

2. DETAILED SPECIFICATIONS

- 2.1. All products provided under this solicitation must be new fixtures certified and listed on the FDOT Approved Product List found at the following link:
<https://fdotwp1.dot.state.fl.us/ApprovedProductList/ProductTypes/Index/611>
- 2.2. Brand name products have been listed on the bid schedule, but approved alternates may be accepted upon approval from the County. All approved alternates must be listed on the FDOT APL and be approved prior to shipment or order confirmation. Comparable products unit price shall not exceed unit price of line items as listed within Vendor'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.
- 2.3. The Mongoose LED pole top mounted light fixture may be found on the FDOT Approved Product List (APL) at the following links:

<https://fdotwp1.dot.state.fl.us/ApprovedProductList/Products/Index/4794?approvalId=5080>

<https://fdotwp1.dot.state.fl.us/ApprovedProductList/Products/Index/6502?approvalId=5908>

Additionally, specification sheets have been included for all the products listed under this solicitation.
- 2.4. Vendor shall ensure that all roadway lighting provided under this Agreement meets the Florida Department of Transportation (FDOT) standards. A product supplied by the Vendor that fails to meet the FDOT required standards may be rejected or returned at no additional costs to the County and any and all payments made regarding item shall be promptly refunded.

3. POLE TOP MOUNTED/ARM MOUNTED LIGHT FIXTURE SPECIFICATIONS

3.1. Optical

- 3.1.1. Performance comparable to 150-400 watt HPS or 175-1000 watt MH
- 3.1.2. IP66 rated optics
- 3.1.3. 4000K, 70 CRI
- 3.1.4. Optional uplight skirt
- 3.1.5. Optional house side shield

3.2. Electrical

- 3.2.1. Standard surge protection is 20Kv/10Ka "Extreme Level" per ANSI C136.2
- 3.2.2. LED Light Engines are rated >100,000 hours @ 25C, L70
- 3.2.3. Electric Drivers has expected life of >100,000 hours @ 25C
- 3.2.4. Programmable electronic driver with 0-10V control leads
- 3.2.5. Driver voltage options: 120-277V 50/60Hz, 347V 50/60Hz, 480V 50/60Hz

3.3. Mechanical

- 3.3.1. Tool-less access with stainless steel latches
- 3.3.2. Rugged A360 diecast aluminum (<1% copper)
- 3.3.3. Removable "power tray"

3.3.4. All mounts are 3G vibration rated per ANSI C136.31

3.4. Controls

3.4.1. Field adjustable output

3.5. Certifications & Standards

3.5.1. CSA Certified

3.5.2. Suitable for ambient temperature from -40C to 104C

3.5.3. DLC qualified product

3.5.4. Fixture must be listed on FDOT APL list as "LED Luminaire (Conventional)"

3.6. Weight & E.P.A.

3.6.1. Weight should not exceed 35 lbs., E.P.A. not to exceed 1.64 sq. ft.

4. DELIVERY REQUIREMENTS

4.1. Shipments shall be Free on Board (FOB) Destination delivered and unloaded by the Vendor's delivery driver between the hours of 7:00 AM to 4:00 PM Eastern Time, Monday through Friday, within thirty (30) calendar days after verbal, electronic, or fax receipt of an order placed by an authorized member of the County.

4.2. Location for Delivery: Lee County Transportation/Traffic Office
5650 Enterprise Parkway
Fort Myers, FL 33905

4.3. All deliveries must be accompanied by a packing slip and a signed packing slip must be obtained upon delivery.

4.4. All deliveries must provide the County's Project Manager or Designee a minimum of 24 hours' notice of any scheduled delivery. The County's Project Manager or Designee must be notified as soon as possible of any delay in delivery or backorder situation. The County reserves the right to cancel any delayed or backordered items.

5. FINAL ACCEPTANCE

5.1. Final acceptance shall be upon the County's acceptance of the products. A packing slip signed by the County shall constitute acceptance of the products with exception of any products found to be defective within the first year shall be replaced by the Vendor at no cost to the County. Warranty period shall begin upon County acceptance of the products.

6. WARRANTY

6.1. 5-Year Limited Warranty

6.2. Rated for -40°C to 40°C Ambient

6.3. Canadian Standards Association (CSA) Certified to United States (US) and Canadian standards C-UL-US, CSA.

6.4. Vendor warrants to the County that all materials furnished under the resulting Contract will be new and of the highest quality unless otherwise specified by the County and Vendor further all products to be free from faults and defects and in conformance with the Contract Documents. All products not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

6.5. If required by County, Vendor shall furnish satisfactory evidence as to the kind and quality of materials. This warranty is not limited by any other provision of the Contract Documents.

- 6.6. The Warranties set forth in this document and elsewhere in the Contract Documents shall survive Final Acceptance of any product received and accepted by the County and the Contract Term.
- 6.7. All warranties are in addition to the rights, remedies, and redress that the County has at law or in equity, and none of Vendor's warranties shall be deemed a sole or exclusive remedy to the County;
- 6.8. Without limiting the responsibility or liability of Vendor under the Contract, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by Vendor to the County at no additional cost to the County.
- 6.9. If requested, Vendor shall execute enforceable formal assignments of said manufacturer's warranties to the County at no additional cost to the County.
- 6.10. Vendor shall not obtain any materials or equipment under warranties, which do not run directly to the benefit of the County, and all such warranties shall be directly enforceable by the County.
- 6.11. The foregoing warranties, and those contained elsewhere in the Contract Documents or implied by law, shall be deemed cumulative and not alternative or exclusive. No one or more of them shall be deemed to alter or limit any other.

7. PART NUMBERS AND COMPARABLE UNITS

- 7.1. Where part numbers are provided through specifications, bid schedule or other associated contract documents, Vendor shall utilize such product matching listed part number 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.
- 7.2. 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.
- 7.2.1. 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.
- 7.2.2. 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.

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 one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. BASIS OF AWARD

- 2.1. The basis of award shall be determined by the lowest Project Total Bid of the most responsive, responsible, and qualified Vendor meeting all bid specifications.
- 2.2. Vendors must provide a bid on all items included on the bid/proposal form to be considered eligible for award. Failure to providing all pricing for one or more of the items may deem vendor non-responsive. All prices bid must include F.O.B. destination delivery to the address specified herein.

3. QUANTITIES

- 3.1. The quantities included on the bid/proposal form are estimates and for bidding purposes only. Products will be ordered on an as-needed basis. No quantities are implied or guaranteed. The County intends to order parts in bulk, but there will be no minimum order quantities under this solicitation.

End of Special Conditions Section



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

Posted Date: May 6, 2020

Solicitation No.: B200271MIF

Solicitation Name: Lee County DOT Roadway Lighting

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: NONE

2. QUESTIONS/ANSWERS

1.	Would we be able to submit our LED retrofit kits for the existing Holophane mongoose, sign fixtures and our new cobra heads as equivalents? Both are on the FDOT APL.
Answer	This bid is for new fixtures only not retrofit kits, our existing fixtures are at end of life and cannot be reused. For the new cobra head fixture it must be on the APL, able to be BOTH tenon and arm mounted and meet or exceed all of the specifications under scope of work and specifications in the bid package.
2.	Can you tell me how many quotes we can submit? For example, can we submit multiple bids using different product options?
Answer	Please reference 2.1. and 2.2. under Basis of Award along with Item 3.1. under Quantities on sheet 15 of the Bid Solicitation Package.

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



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

Posted Date: May 11, 2020

Solicitation No.: B200271MIF

Solicitation Name: Lee County DOT Roadway Lighting

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.	It appears this bid request for LED roadway lighting products only and that no installation will be required. Please confirm if our understanding is correct.
Answer	Installation is not required for this solicitation nor included as part of the final Agreement.
2.	There is some language in the Bid/Proposal form (and excel sheet), that "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." It appears to us that Lee County is looking for someone to quote on LED fixtures only and that no installation or "labor" will be required.
Answer	The term "labor" is inclusive for any and all labor required to provide and complete all orders as specified in the solicitation. Installation of the LED Roadway lighting fixtures is not required nor part of the associated Agreement. Please reference 1.1. under "SCOPE" on Sheet 16 of the Bid Solicitation Package for further detail.
3.	We looked at sections 2.1, 2.2 and 3.1 and cannot find anything clearly stating if a company can submit more than 1 bid for the project or list different pricing options for the project all in 1 bid.
Answer	Package is to be awarded by Project Total. Vendor shall bid all line items found within the bid schedule for the products as described within the line item descriptions. Vendor may not submit more than 1 bid for the project nor list different pricing options. Vendor shall provide a Unit Price per line item of the product as described. Following award for the products as described, Article 7 may allow for comparable unit or substitution in the event there is such a need, APL list changes, and upon authorization of the County Project Manager and in accordance with article details. Vendor shall complete the bid package per the specifications.

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



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: May 26, 2020

Solicitation No.: B200271MIF

Solicitation Name: Lee County DOT Roadway Lighting

Subject: Addendum Number 3

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.	We would like to submit the attached Neptun FDOT APL fixture to be pre approval on the bid as a substitute. Our fixture has both pipe mount and knuckle mount adapting to existing pole tenons. In addition, our fixture will have the field adjustable output.																																				
Answer	The requested alternate is not approved at this time. Please bid per the solicitation specifications and detailed Bid Schedule. The deadline for Approved Alternatives for this solicitation has passed and no additional requests for alternates will be considered.																																				
2.	On the bid it is asking for notary but all are closed at this time and can't find anyone to do it.																																				
Answer	Forms are requested to receive notary where indicated. Companies may digitally prepare all proposal documentation and submit to limited parties for final signatures and notary services. Remote notary is acceptable and may be denoted where indicated on the notary block.																																				
3.	Would we be disqualified if we do not provide pricing on the billboard Holophane fixtures for the signs?																																				
Answer	Please reference the Special Conditions Section under BASIS OF AWARD 2.2.																																				
4.	<p>Attached are the specification sheets which I would like to have approved as alternates to the product listed on the Excel spreadsheet. These products are approved by the DOT and are on the Approved Product List. The link for their approval listing is as follows: https://fdotwpl.dot.state.fl.us/ApprovedProductList/Products/Index/4806?approvalId=5092</p> <p>I am also attaching the specification sheets for these products with the item numbers inserted and highlighted accordingly. These are requested for the following items:</p> <table><tr><td>10</td><td>ITEM 1</td><td>LUMEC</td><td>OFF ROAD ROADFOCUS LARGE, FDOT APL APPROVED LED LUMINAIRE</td></tr><tr><td>10</td><td>ITEM 2</td><td>LUMEC</td><td>OFF ROAD ROADFOCUS LARGE, FDOT APL APPROVED LED LUMINAIRE</td></tr><tr><td>250</td><td>ITEM 3</td><td>LUMEC</td><td>OFF ROAD ROADFOCUS LARGE, FDOT APL APPROVED LED LUMINAIRE</td></tr><tr><td>25</td><td>ITEM 4</td><td>LUMEC</td><td>OFF ROAD ROADFOCUS LARGE, FDOT APL APPROVED LED LUMINAIRE</td></tr><tr><td>50</td><td>ITEM 5</td><td>LUMEC</td><td>OFF ROAD ROADFOCUS LARGE, FDOT APL APPROVED LED LUMINAIRE</td></tr><tr><td>10</td><td>ITEM 6</td><td>LUMEC</td><td>OFF ROAD ROADFOCUS LARGE, FDOT APL APPROVED LED LUMINAIRE</td></tr><tr><td>200</td><td>ITEM 7</td><td>LUMEC</td><td>OFF ROAD ROADFOCUS LARGE, FDOT APL APPROVED LED LUMINAIRE</td></tr><tr><td>10</td><td>ITEM 8</td><td>LUMEC</td><td>OFF ROAD ROADFOCUS LARGE, FDOT APL APPROVED LED LUMINAIRE</td></tr><tr><td>50</td><td>ITEM 11</td><td>LUMEC</td><td>RFL LED FDOT APL APPROVED COBRA HEAD</td></tr></table>	10	ITEM 1	LUMEC	OFF ROAD ROADFOCUS LARGE, FDOT APL APPROVED LED LUMINAIRE	10	ITEM 2	LUMEC	OFF ROAD ROADFOCUS LARGE, FDOT APL APPROVED LED LUMINAIRE	250	ITEM 3	LUMEC	OFF ROAD ROADFOCUS LARGE, FDOT APL APPROVED LED LUMINAIRE	25	ITEM 4	LUMEC	OFF ROAD ROADFOCUS LARGE, FDOT APL APPROVED LED LUMINAIRE	50	ITEM 5	LUMEC	OFF ROAD ROADFOCUS LARGE, FDOT APL APPROVED LED LUMINAIRE	10	ITEM 6	LUMEC	OFF ROAD ROADFOCUS LARGE, FDOT APL APPROVED LED LUMINAIRE	200	ITEM 7	LUMEC	OFF ROAD ROADFOCUS LARGE, FDOT APL APPROVED LED LUMINAIRE	10	ITEM 8	LUMEC	OFF ROAD ROADFOCUS LARGE, FDOT APL APPROVED LED LUMINAIRE	50	ITEM 11	LUMEC	RFL LED FDOT APL APPROVED COBRA HEAD
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50	ITEM 11	LUMEC	RFL LED FDOT APL APPROVED COBRA HEAD																																		

	Please review and advise of any questions or comments you or the project manager may have.
Answer	The requested alternate is not approved at this time. Please bid per the solicitation specifications and detailed Bid Schedule. The deadline for Approved Alternates for this solicitation has passed and no additional requests for alternates will be considered.
5.	Can you please confirm which document has the Bid Schedule for this project?
Answer	<p>The Bid Schedule is available from the Download Documents section of the projects' webpage. The link to the project webpage has been provided herein for convenience. A Vendor must click on the Download Documents near the top left corner of the page, proceed to enter the company information and the page will refresh to allow access to the documents associated with this solicitation including the Bid Schedule.</p> <p>https://www.leegov.com/procurement/projects/open-projects/project?fid=5442</p>

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



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

Posted Date: May 30, 2020

Solicitation No.: B200271MIF

Solicitation Name: Lee County DOT Roadway Lighting

Subject: Addendum Number 4

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.

OPEN DATE/BIDS DUE EXTENSION:

FROM: June 04, 2020 at 2:30 PM

TO: June 12, 2020 at 2:30 PM

Bidders must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

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



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

Posted Date: June 10, 2020

Solicitation No.: B200271MIF

Solicitation Name: Lee County DOT Roadway Lighting

Subject: Addendum Number 5

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.	Under specifications it lists fixtures as 4000 degrees Kelvin with a CRI of 70 but I don't see the Roadway Type pattern specified. What Roadway Type pattern is being specified?
Answer	Wide roadway for corridor lighting and forward throw for intersection lighting.
2.	The existing HPS fixtures are typically 2200 degrees Kelvin – why such a drastic jump from 2200 to 4K?
Answer	The County went with 4k to keep with the industry standard. FDOT allows up to 4k and all surrounding counties and FDOT district 1 has made it a standard to use 4k fixtures for roadway/corridor lighting.
3.	Has a more environmentally friendly alternative been considered - something in the 2700 – 3000 degree Kelvin range?
Answer	Not at this time.

2. NOTICE

As a notice to all potential bidders, this addendum is issued to capture minor and non-material questions received on behalf of this solicitation. Acknowledgement of this Addendum is not required nor considered a Responsive item. Further, the question deadline has passed and it is not the intent of the County to address any additional questions received for this active solicitation. All bids remain due by 2:30 PM, June 12, 2020.

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.

Lindsay Cepero: CPPB on behalf of
Miguel Flores, Procurement Analyst
Procurement Analyst Direct Line: 239-533-8835
Lee County Procurement Management

EXHIBIT B FEE SCHEDULE

Lee County DOT Roadway Lighting			
Roadway Lighting LED fixtures			
Item	Description	Unit of Measure	Unit Price
1	LED Fixture (Mongoose Medium): 480V Forward Throw Grey - Part number: MGLEDM P7 40K 480 FT VH GRSD AO	EA	\$766.50
2	LED Fixture (Mongoose Medium): 480V Forward Throw Black - Part number: MGLEDM P7 40K 480 FT VH BKSD AO	EA	\$766.50
3	LED Fixture (Mongoose Medium): 480V Wide Roadway Grey - Part number: MGLEDM P7 40K 480 WR VH GRSD AO	EA	\$766.50
4	LED Fixture (Mongoose Medium): 480V Wide Roadway Black - Part number: MGLEDM P7 40K 480 WR VH BKSD AO	EA	\$766.50
5	LED Fixture (Mongoose Medium): Multi-Volt (120V-277V) Forward Throw Grey - Part number: MGLEDM P7 40K MVOLT FT VH GRSD AO	EA	\$755.45
6	LED Fixture (Mongoose Medium): Multi-Volt (120V-277V) Forward Throw Black - Part number: MGLEDM P7 40K MVOLT FT VH BKSD AO	EA	\$755.45
7	LED Fixture (Mongoose Medium): Multi-Volt (120V-277V) Wide Roadway Grey - Part number: MGLEDM P7 40K MVOLT WR VH GRSD AO	EA	\$755.45
8	LED Fixture (Mongoose Medium): Multi-Volt (120V-277V) Wide Roadway Black - Part number: MGLEDM P7 40K MVOLT WR VH BKSD AO	EA	\$755.45
9	Sign-Vue LED: LED Fixture: Multi-Volt (120V-277V) - Part Number: SVLED2 SVL PK3 MVOLT 40K AMT GSDP AO GYSDP SVLEDTAG	EA	\$480.25
10	Sign-Vue LED: LED Fixture: 480V - Part Number: SVLED2 SVL PK3 480 40K AMT GSDP AO GYSDP SVLEDTAG	EA	\$489.65
11	Autobahn LED Roadway - Large (ATB2): ATB2, 608 chips, 1300mA Driver, 480V, Roadway Type IV, SPD-20kV/10kA, No Photocontrol Receptacle, Field Adjustable Output - Part Number: ATB2 608LED13 480 R4 20 NR AO	EA	\$493.75

EXHIBIT C INSURANCE REQUIREMENTS

VER 3-9-19

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: 8-6-2020

STATE OF Florida
COUNTY OF Lee

Joe Russell
Signature
Joe Russell / manager
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 6 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: _____

[Stamp/seal required]

Alexandra Dehen
Signature, Notary Public

