

**AGREEMENT FOR
AUTOMOTIVE & EQUIPMENT BATTERIES**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and J & K AUTO PARTS, INC., a Georgia corporation authorized to do business in the State of Florida, whose address is 1820 Boy Scout Drive Fort Myers, FL 33907, and whose federal tax identification number is 45-2724989, hereinafter referred to as "Vendor."

WITNESSETH

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

WHEREAS, the County issued Solicitation No. B200180MIF on March 27, 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 June 24, 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 B200180MIF, 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. B200180MIF, 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 sub-contracts 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 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, 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: John Murdza
 Title: President
 Address: 1820 Boy Scout Drive
Fort Myers, FL 33907
 Telephone: (239) 936-4000
 Facsimile: (239) 939-5675
 E-mail: jmurdza@cox.net

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: [Signature]
Signed By: _____
Print Name: Justin Murdza

J & K AUTO PARTS, INC.
Signed By: [Signature]
Print Name: John Murdza
Title: Owner
Date: 7/14/2020

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 8/31/2020

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK



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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
SPECIFICATIONS OR SCOPE OF SERVICES

SCOPE OF WORK AND SPECIFICATIONS

1. SCOPE

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

2. BATTERY REQUIREMENTS

2.1. Batteries shall be new and unused. No refurbished, recycled, blemished, or used batteries will be accepted. Batteries shall be the product of a nationally recognized manufacturer, such as but not limited to: Delco, Interstate, Exide, and Motorcraft.

2.2. All batteries shall be labeled with the Cold Cranking Amps (CCA), and reserve capacity.

2.3. Batteries must provide CCA and reserves capacities, per Society of Automotive Engineers (SAE) battery capacity ratings. Batteries provided/received shall meet applicable SAE specifications as to dimensions, layout, terminals, and test procedures. Furthermore, the following Batteries shall meet or exceed the following minimum requirements:

a. Common/Standard Batteries

- 1) Group 24: 650 CCA
- 2) Group 31 Post: 650 CCA
- 3) Group 31 Stud: 1125 CCA
- 4) Group 48: 730 CCA
- 5) Group 49: 850 CCA
- 6) Group 58: 500 CCA
- 7) Group 65: 850 CCA
- 8) Group 4D: 1050 CCA
- 9) Group 8D: 1400 CCA

b. Bus Shelter Batteries

- 1) BG24M: 410 CCA, 575 MCA rating, and 74 AH at 20 Hr rating.
- 2) 8GU1: 200 CCA, and 32 AH at 20 Hr rating.

2.4. All batteries sold to the County shall be less than three (3) months old according to the manufacturer hot stamp date on the battery.

2.5. Wet batteries shall be fully charged and ready for service.

2.6. Batteries should be labeled with the date it was placed on stock.

2.7. Vendor is responsible for wet batteries held in stock for over three (3) months.

2.8. Batteries held in stock over three (3) months or testing under the required voltage shall be tagged for replacement and replaced with new ones.

2.9. All batteries must clearly identify the original manufacturer, or they will be refused or returned at Vendor's expense. Secondary labels may be acceptable, as long as they do not replace the original manufacturer label; no handwritten labels.

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

3. VENDOR REQUIREMENTS

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

4. DISCONTINUED/UNAVAILABLE ITEMS

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

5. RETURNED ITEMS

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

6. DELIVERY PROCEDURES

- 6.1. Purchases may be picked up by employee(s) at the Vendor's location or ordered for delivery.
- 6.2. All items requested for delivery shall be Freight-On-Board (FOB) Shipping Destination to location(s), typically within the County limits, specified by the order originator with freight fully paid to the designated location indicated at the time of order, with the exception of item 6.4 & 6.5 below.
- 6.3. Typical delivery and service sequences includes, but not limited to:
- 6.3.1. Weekly delivery of stock orders.
 - 6.3.2. Same day delivery, as needed.
 - 6.3.3. Emergency/Priority Orders.
 - 6.3.4. Weekly core pick-up.
 - 6.3.5. Cores may also be exchanged on a one-for-one basis at time of delivery.
 - 6.3.6. Stock rotations.
- 6.4. The Vendor shall be able to provide free service and delivery for the items under typical delivery and service sequences, mentioned directly above, with the exception of emergency or priority orders that are not normally or typically stocked locally.
- 6.5. Emergency/priority orders for items, not stocked locally, shall be handled as quickly as possible using premium transportation as directed by the County. Premium transportation costs may be passed to the County at their actual cost (Waybill number listed on invoice). Additional markup on these is not allowed. Priority/emergency orders shall be either drop shipped directly to specified location or delivered within 1 hour from the time they are received by the Vendor (that same day). This cost will be stated and identified on the appropriate invoice, as approved and directed by the County.
- 6.6. Emergency/priority orders, for items normally stocked locally, require a one (1) hour delivery time, after the order was placed.
- 6.7. Vendor will generally be given two to four (2 to 4) working days, from the day of order, to deliver a unique order or items (not a same day or weekly item) that are not readily available. Any order or items not meeting/available under the terms and or conditions herein may be cancelled and or procured through other sources/vendors.
- 6.8. Vendor is responsible to bring proper test equipment to check and replace shelf stock as needed.
- 6.9. It is the Vendor's responsibility to deliver, unload, and place all batteries in designated areas as directed by the receiving location.
- 6.10. Shipped items must be clearly marked with the department or office and name of the person who placed the order.
- 6.11. Factory back-ordered parts shall be delivered the same day they are received by Vendor.

6.12. The County requires that the Vendor have no minimum order amount for customer pick-up, and desires that there are no minimum order amounts per request for delivery.

6.13. If the Vendor is unable to or delinquent in meeting the required delivery requirements herein, the County reserves the right and may exercise the right to purchase the order elsewhere.

7. WARRANTY

7.1 All items purchased under this Agreement shall carry a minimum of one (1) year 100% parts warranty or the manufacturer's warranty, whichever is greater.

7.2 Warranty and all other pertinent documents for item(s) purchased shall accompany the item and may also be requested by the County.

7.3 The Vendor shall be responsible for directly handling all warranty claims for the County.

7.4 Warranty terms shall apply upon Agreement expiration and shall continue until all of the warranty terms expire on batteries owned by the County.

7.5 At the County request, the Vendor shall provide a copy of all manufacturers' warranties and or coverages.

7.6 At the County request, the Vendor shall provide a copy of all manufacturers' and/or Vendor's return policy.

End of Scope of Work and Specifications Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. PROJECT TERM

1.1 The Vendor shall be responsible for furnishing and delivering to the County 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 County's intent is to award to a pool of Vendors that are Responsive, Responsible, and meet the County requirements and specifications. The County reserves the right to purchase the product or service listed in this bid elsewhere in an emergency.

3. PRICING

3.1 Pricing shall be based on an established/approved discount percentage off the manufacturer's list price and an established not to exceed core cost as needed.

3.2 The Vendor shall provide a current manufacturer's price list or online list price upon request or as prearranged by the County. The County must have clear and unrestricted access to the relevant/applicable manufacturer's price list for price verification.

3.3 The discount percentage shall be held firm. Vendor may not apply any decrease in discount without the prior consent of the Lee County Procurement Management Director or designee.

3.4 The County reserves the right to negotiate an additional discount with the Vendor in the event of large one-time purchases. If an additional discount cannot be agreed to, the County reserves the right to solicit quotes outside of this Agreement.

3.5 If any other public agency wishes to purchase products and or services utilizing this bid and negotiates a higher discount percentage than is offered to or is in-place for the County, or secure a better pricing for products tendered/offered, including rebates, additional services, etc., then the same shall be extended to the County. Failure to report any such condition(s) or circumstances may disqualify the Vendor.

3.6 Core charges are not to exceed the amount bid by the Vendor and as stated within the Fee Schedule of the Agreement associated with this solicitation, unless approved by the County. All core charges shall be clearly documented on its related order/purchase invoices.

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: April 1, 2020

Solicitation No.: B200180MIF

Solicitation Name: Automotive & Equipment Batteries

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT: B-160212 Bid Opening Tabulation.pdf

2. QUESTIONS/ANSWERS

1.	In filling out the bidding document for the aforementioned project, I did not see the delivery point where the material is to be delivered. Can you please provide an address?
Answer	Depending on the Departments that will use this contract, all delivery point addresses will not be the same. This will need to be set up by the Department and Vendor before the first delivery. Delivery will be within the boundaries of Lee County, FL
2.	Can you send me the bid tabulation for the current Automotive & Equipment battery contract? Since these are public records I want to review as we may bid on the solicitation # B200180MIF coming up soon.
Answer	Please see the attached Bid Tabulation Sheet as requested. Additional documents related to the current contract B160212 can be found on the County's Annual project webpage here: https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=4801&fn=Project2016-05-12T16_53_22.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



LEE COUNTY
SOUTHWEST FLORIDA

Bid
Opening Tabulation

Bid Number: B-160212/PTA

Bid Title: Automotive and Equipment Batteries

OPENING DATE: Friday, June 03, 2016

TIME: 2:30 p.m.

Opened by: Lois Delaney (PPB)
Title: Procurement Analyst

Verified by: _____

Attended Opening: Robert Smith

FIRM	COST
1. I.E.H. B.B.A. AUTO BATTERIES	ITEM 1-6 4070 all categories
2. BATTERY ASSOCIATE INC.	ITEM 1-6 4070 all categories
3. BATTERY ASSOCIATE INC.	ITEM 1-6 4070 all categories
4. BATTERY ASSOCIATE INC.	ITEM 1-6 4070 all categories
5. BATTERY ASSOCIATE INC.	ITEM 1-6 4070 all categories
6.	
7.	
8.	
9.	
10.	

Page 1 of 1

**** AWARDS TO BE MADE AFTER STAFF RECOMMENDATIONS AND COUNTY COMMISSION APPROVAL AT A LATER DATE ****



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: April 8, 2020

Solicitation No.: B200180MIF

Solicitation Name: Automotive & Equipment Batteries

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.

OPEN DATE/BIDS DUE EXTENSION:

FROM: April 30, 2020 at 2:30 PM

TO: May 29, 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: April 9, 2020

Solicitation No.: B200180MIF

Solicitation Name: Automotive & Equipment Batteries

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. ATTACHMENT: NONE

2. QUESTIONS/ANSWERS

1.	On page 27 Form 3 Reference survey. It is asking about project name/number/ and project cost. What is this referring to? Im not familiar with this? Please explain
Answer	Please reference Form #3 Reference Survey on sheet 20 titled: FORMS DESCRIPTION & INSTRUCTIONS of the bid solicitation for further instruction.

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 21, 2020

Solicitation No.: B200180MIF

Solicitation Name: Automotive & Equipment Batteries

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: May 29, 2020 at 2:30 PM

TO: June 10, 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

**EXHIBIT B
FEE SCHEDULE**

Form 1a - Bid/Proposal Form

	<p>PROCUREMENT MANAGEMENT DEPARTMENT BID/PROPOSAL FORM</p>
<p>LEE COUNTY SOUTHWEST FLORIDA</p>	
<p>COMPANY NAME: <u>J & K AUTO PARTS, INC.</u></p>	
<p>SOLICITATION: <u>B200180MIF, Automotive & Equipment Batteries</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.</p>	
<p>In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.</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>	

AUTOMOTIVE & EQUIPMENT BATTERIES

PERCENTAGE DISCOUNT

Item	Description	Unit of Measure	Discount % Off Mfr. List Price	Core Charge
1	Medium to Heavy Duty Trucks & Buses Batteries	Each	47%	\$ 27.00
2	Automotive & Light Duty Truck Batteries	Each	47%	\$ 18.00
3	Lawn & Garden Equipment Batteries	Each	47%	\$ 9.00
4	Small & Light Equipment Batteries	Each	47%	\$ 18.00
5	Marine Batteries	Each	47%	\$ 18.00
6	Bus Shelter Batteries	Each	47%	\$ 9.00
7	Other Types of Batteries	Each	47%	\$ 18.00

PRICING:

The Vendor shall provide a current manufacturer's price list or online list price upon request or as prearranged by the County. The County must have clear and unrestricted access to the relevant/applicable manufacturer's price list for price verification. Please indicate below the options for manufacturer price verification available through your company.

- 1) Established Manufacturer Price List: N/A (Attach as necessary)
- 2) Web-Based Catalog Price: www.napaprolink.com
(Write website address)

B200180MIF -- Automotive & Equipment Batteries

EXHIBIT C INSURANCE REQUIREMENTS

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
\$300,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease - policy limit

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



Verification of Coverage:

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

a. The certificate holder shall read as follows:

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

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

Special Requirements:

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

End of Insurance Guide Section

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

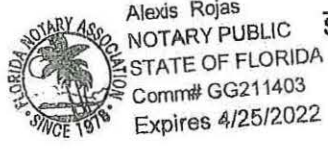
Date: 7/16/2020

Signature: [Handwritten Signature]
Name/Title: Owner

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [] online notarization, this 16 day of July, 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: drivers license

[Stamp/seal required]



Signature, Notary Public: [Handwritten Signature]