

## **AGREEMENT FOR ANNUAL PRINTING**

**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 Strategy Marketing Group, Inc. dba Panther Printing, a Florida corporation, whose address is 11000 Panther Printing Way, Fort Myers, FL 33908, and whose federal tax identification number is 26-4136891, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase printing services from the Vendor in connection with "Annual Printing Contract" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B240082CFC on January 16, 2024 (the "Solicitation"); and,

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

**WHEREAS**, the County posted a Notice of Intended Decision on March 5, 2024; 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 Sections 1 through 9 of the Scope of Work and Specifications section of B240082CFC, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B240082CFC, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

### **II. TERM AND DELIVERY**

A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for a one (1) year period. Upon the mutual written agreement of both parties, the Agreement may be renewed annually for up to three (3), additional, one (1) year terms. The effective date shall be May 30, 2024.

- 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](mailto: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.

### **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 email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Joseph Namour  
Title: Vice President  
Address: 11000 Panther Printing  
Way  
Fort Myers, FL 33908  
Telephone: (239)936-5050  
Facsimile: (239)220-5050  
Email: Joe@pantherprinting.net

County's Representative

Name: Mary Tucker  
Title: Procurement  
Management Director  
Address: P.O. Box 398  
Fort Myers, FL 33902  
Telephone: (239) 533-8881  
Facsimile: (239) 485-8383  
Email: [mtucker@leegov.com](mailto:mtucker@leegov.com)

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

[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:

**STRATEGY MARKETING GROUP, INC.  
DBA PANTHER PRINTING**

Signed By: Mark Fastenau

Signed By: Joseph Namour

Print Name: Mark Fastenau

Print Name: Joseph Namour

Title: V.P.

Date: March 13th, 2024

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
CLERK OF THE CIRCUIT COURT

BY: \_\_\_\_\_  
DEPUTY CLERK

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

BY: \_\_\_\_\_  
OFFICE OF THE COUNTY ATTORNEY

# **EXHIBIT A**

## **SCOPE OF WORK AND SPECIFICATIONS**

### **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 printed items including, but not limited to, envelopes, brochures, business cards, and four-color process printing items, on an as-needed basis, as well as design, layout, and composition of the printed items.
- 1.2. All artwork either submitted or created for the County becomes the property of the County and must be returned to the County upon completion of the job.

#### **2. DEDICATED SALES REPRESENTATIVE**

- 2.1. Vendor shall provide a Dedicated Sales Representative with contact information for the ease of County use and availability. Contact information shall include the name, telephone, fax number, and email address of the company representative. Vendor Representatives may be asked to provide quotes, answer general questions, and assist the County employees with ordering items under this agreement.

#### **3. ORDERING**

- 3.1. Orders shall be placed with the Vendor on an as needed basis by various County departments.
- 3.2. If available, a link to the Vendor's website shall be provided for ordering purposes. If this service is not available, a catalog or CD-ROM shall be provided, at no cost to the County, for ordering to be done via telephone, e-mail, or fax.
- 3.3. Orders shall be placed with the primary Vendor first for the items in the awarded section. If the primary Vendor is unable to fulfill the need or meet the timeline required, the County may contact the secondary Vendor. If the secondary Vendor is unable to fulfill the need or meet the timeline required, the County may contact the tertiary Vendor. If the tertiary Vendor is unable to fulfill the need or meet the timeline required, the County may purchase items of comparable quality from other resources.
- 3.4. Lee County reserves the right to purchase items, not listed in this agreement, at a negotiated price with any awarded Vendor or from other resources.

#### **4. INITIAL SET UP AND FEE**

- 4.1. The County will provide an original template of the items being printed to the Vendor. The Vendor shall conduct an initial set up of this template within their system. This initial set up shall be invoiced as a one-time fee from the Vendor.
- 4.2. Future and/or repeat orders of a prior purchase shall NOT be subject to a setup charge.
- 4.3. Errors, as a result of inaccurate proofs provided by the Vendor, shall not be subject to an upcharge. Proofs returned to the Vendor with additional changes to style, placement or wording to the original template may be subject to an additional charge due to customization of an item identified and requested by the County.

#### **5. PROOFING**

- 5.1. Prior to printing, it is the responsibility of the Vendor to obtain approval of a Proof from the County Department that is requesting services. Work shall be thoroughly reviewed by the Vendor prior to being submitted to the County for approval.
- 5.2. Proofs shall be returned to the County within three (3) business days after receipt of original order.

## 6. DELIVERY

- 6.1. Pricing shall include all delivery costs.
- 6.2. All returns and/or exchanges for any reason other than by error of the County shall be delivered at the Vendor's expense.
- 6.3. All items shall be delivered F.O.B. destination.
- 6.4. There shall be NO MINIMUM amount required for delivery.
- 6.5. Delivery shall be within seven (7) calendar days from receipt of an order. In the event of an emergency, same-day availability will be required. The County reserves the right to purchase materials on an emergency basis from other resources.

## 7. RETURNS

- 7.1. The County reserves the right to return printed items that do not meet required specifications, and/or original approved proof. Errors shall be corrected at no charge and delivered within 7 business days of the original return.

## 8. INVOICING

- 8.1. Vendor shall include the following on all invoices:
  - Purchase Order Number
  - Bid Schedule Section
  - Bid Schedule Item Number
  - Quantity
- 8.2. For Non-Listed Items the quantity, list price, and County's cost shall appear on the price quote.
- 8.3. Vendor shall include the requesting/ordering department information, if available.

## 9. TECHNICAL SPECIFICATIONS

### 9.1. BUSINESS CARDS (Section 1 of Bid Schedule)

- 9.1.1. STOCK: 80 Lb. weight, smooth white or cream business card stock, 50% waste paper and 20% post-consumer waste (50/20) or approved alternate as determined by the County.
- 9.1.2. SIZE: 2" X 3-1/2"
- 9.1.3. TYPESETTING: Vendor shall be responsible for all typesetting/set-up. This shall be included in unit/quoted prices.

### 9.2. ENVELOPES: (Section 2 of Bid Schedule)

- 9.2.1. Envelopes shall be manufactured with square corners and consistent uniform folding throughout. Substance of white wove 24 # basis weight shall be based on 500 sheets of the 17" x 22" industry basis size for bond weights. Fiber content of white wove paper shall be chemical cellulose derived from virgin fibers, pre-consumer recycled fibers, and a minimum of 30% post-consumer recycled fibers. The minimum brightness shall be 92.
- 9.2.2. Envelopes shall be constructed with regular flaps and shall perform satisfactorily in automatic inserting and mailing equipment used by County departments.

9.2.3. Envelopes shall have sufficient opacity, within the OCR read area, to screen out non-address printing on envelope inserts, and the envelope's inner walls.

9.2.4. Envelopes may be side seam (solid gum only) or diagonal seam (solid or split gum) as specified by end user. Seal flap gumming shall be of a type formulated for use under high humidity conditions, with no pre-tabbed, stuck or warped flaps. There shall be a solid, uninterrupted gum strip across the inside of the flap.

#### 9.2.5. Window Envelopes

9.2.5.1. The window envelopes shall use a clear or translucent material, having a maximum opacity of 25%. Material shall be free of wrinkles, streaks or excessive glare.

9.2.5.2. Window material shall be securely glued to the inside of envelopes and lie flat without curl or protruding unglued edges.

9.2.5.3. Windows shall be positioned with the OCR read zone, and of a size that is industry standard for the envelope size used.

9.2.5.4. Each box shall be end-labeled to show type of envelope, color, size, substance, and number of envelopes in box.

9.2.5.5. TYPESETTING: Vendor shall be responsible for all typesetting/set-up. This shall be included in unit/quoted prices.

#### 9.3. BROCHURES (Section 3 of Bid Schedule)

9.3.1. 100 Lb. weight, gloss book, or approved alternate as approved by the County.

9.3.2. SIZE: 8.5" X 11"

9.3.3. TYPESETTING: Vendor shall be responsible for all typesetting/set-up. This shall be included in unit/quoted prices.

#### 9.4. CUSTOMIZED ITEMS (Section 4 of Bid Schedule)

9.4.1 The County has identified specific items that are considered customized print jobs and do not fall under one of the sections listed above. Items shall be provided as defined in each line item of the bid schedule.

9.4.2 The County reserves the right to complete such purchases from other resources when deemed in the best interest of the County at its sole discretion.

### **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. TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a one (1) year period. Upon the mutual written agreement of both parties, the Agreement may be renewed annually for up to three (3) one-year terms.
- 1.2. Work will be authorized, scheduled, funded, and accounted for by issuance of a Purchase Order, by the requesting department. No guarantee is expressed or implied as to the quantity of commodities and/or services to be procured under this solicitation.

### 2. BASIS OF AWARD

- 2.1. The basis of award for this bid will be the lowest responsive and responsible bidder of Sections 1, 2 and 3 (individually) meeting all the specification requirements. Bidders are not required to bid on all Sections but are required to bid on all line items within that Section to be considered eligible for award. Failure to bid on all line items within a Section will deem the Bidder non-responsive. Customized items located in Section 4 will not be included in the Basis of Award. Vendors do not have to bid on all line items within section 4. Each line item will be awarded separately.
- 2.2. The County reserves the right to award to the Vendor whose prices, in its sole judgment, are the most realistic in terms of provision of the best services and in the best interest of Lee County. Additionally, the County reserves the right to reject any and all bids at any time, unconditionally, and without cause.

### 3. LOCAL PREFERENCE

- 3.1. The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

### 4. PRICE INCREASE

- 4.1. Unit pricing shall remain fixed for the term of the contract.
- 4.2. A price increase or modification shall be authorized by mutual written agreement between the County and the Vendor at the time of the annual renewal. The County may negotiate justified adjustments in price, if in its sole judgment, the County considers such adjustments to be in its best interest. Any request for price increase must be submitted to the County with supporting documentation justifying the price increase request. The County reserves the right to approve or reject, at its sole discretion, any request for Price Increase.

**End of Special Conditions Section**



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

Posted Date: January 25, 2024

Solicitation No.: B240082CFC

Solicitation Name: Annual Printing Contract

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. **UPDATED BID SCHEDULE:**

The Bid Schedule has been updated and a new Revised Bid Schedule has been uploaded to the solicitation webpage on the Lee County Procurement website.

Please ensure that your firm has downloaded the Revised Bid Schedule and have been able to successfully use the Excel format. Any firm having compatibility issues or difficulty downloading the Bid Schedule needs to contact the Procurement Analyst for this project at their earliest convenience. Do not wait until submission day to download. Procurement is not required to extend a closing due to Contractor delay or difficulty in receipt of download of documents.

**Bidders MUST use the new Revised Bid Schedule Excel Form when submitting their bid. Failure to do so will result in Bidder being deemed non-responsive and therefore ineligible for award.**

2. **ATTACHMENTS**

- Attachment 1 – Sample LeeWay Application Instructions *(for informational purposes only)*
- Attachment 2 – Sample LeeWay Application and License Agreement *(for informational purposes only)*

3. **QUESTIONS/ANSWERS**

1.	On Item 4.6, how many pages are in the LeeWay Application and Instructions Booklet?
<b>Answer</b>	<b>A revised Bid Schedule has been provided with this addendum. Item 4-11 LeeWay Application Instructions is 1 page, double sided document. See attachment 1 to this addendum for a sample of the LeeWay Application Instructions. Item 4-12 LeeWay Application and License Agreement is 1 page, double sided document. See attachment 2 to this addendum for a sample of the LeeWay Application and License Agreement.</b>
2.	On page 17 Technical Specifications; 9:1 Business cards, What's the quantity being requested? 9.2 & 9.2.5, What's the quantity for Envelops without and with windows? 9.3 Brochures; How many?
<b>Answer</b>	<b>This Solicitation is for an annual contract. There are no specific quantities being requested. The estimated quantities provided in the Bid Schedule are for evaluation purposes only. Quantities within the Bid Schedule are not guaranteed.</b>

	The department will order on an as needed basis per the unit of measure established in the Bid Schedule.
3.	Do you have any samples of any of the above items?
Answer	The specifications provided in sections 1 through 3 are the typical market standard for the items being requested. At this time, no samples will be provided for these items.
4.	What I don't see i your Invitation is the itemized form to fill out with bid pricing.
Answer	The Bid Schedule is an Excel spreadsheet that is available for download on the same page as the solicitation documents.
5.	Do you require this bid to be mailed in or can it be emailed?
Answer	Submittals shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents. Bids shall be mailed to the office of the Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, FL 33901 prior to 2:30 PM on Tuesday, February 20, 2024. Electronic or emailed bids will not be accepted.

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.

*Cledwin Chin*

\_\_\_\_\_  
Analyst Name  
Procurement Analyst Direct Line: 239-533-8830  
Lee County Procurement Management



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

Posted Date: February 13, 2024

Solicitation No.: B240082CFC

Solicitation Name: Annual Printing Contract

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. **UPDATED BID SCHEDULE**

The Bid Schedule has been updated and a revised Bid Schedule has been uploaded to the solicitation webpage on the Lee County Procurement website.

Please ensure that your firm has downloaded the revised Bid Schedule and have been able to successfully use the Excel format. Any firm having compatibility issues or difficulty downloading the revised Bid Schedule needs to contact the Procurement Analyst for this project at their earliest convenience. Do not wait until submission day to download. Procurement is not required to extend a closing due to Contractor delay or difficulty in receipt of download of documents.

**Bidders MUST use the *Addendum 2 Revised Bid Schedule Excel Form* when submitting their bid. Failure to do so will result in Bidder being deemed non-responsive and therefore ineligible for award.**

2. **ATTACHMENTS**

- Attachment 1 – Sample Business Card (*for informational purposes only*)
- Attachment 2 – Sample # 10 White Wove Envelope No Window (*for informational purposes only*)
- Attachment 3 – Sample Brochure from Library Department (*for informational purposes only*)

3. **SPECIAL CONDITIONS REVISIONS**

**BASIS OF AWARD**

- 2.1. The basis of award for this bid will be the *lowest responsive and responsible bidder of Sections 1, 2 and 3 (individually)* meeting all the specification requirements. Bidders are not required to bid on all Sections but are required to bid on all line items within that Section to be considered eligible for award. Failure to bid on all line items within a Section will deem the Bidder non-responsive. Customized items located in Section 4 will not be included in the Basis of Award. ~~Vendors do not have to bid on all line items within section 4. Each line item will be awarded separately.~~

4. SCOPE OF WORK AND SPECIFICATION REVISIONS

Specification revisions have been made to the following sections:

ORDERING

**3.5 Section 4: Customized Items: Departments will be required to seek out quotes from all of the awarded Vendors under this agreement for the items listed in Section 4 of the revised bid schedule. Award will be made to the lowest quoted Vendor.**

5. QUESTIONS/ANSWERS

1.	I am in the process of putting together the bid but would like to ask what the current budget is for this contract as well as if you could provide the budget for the previous contract agency holder for the services rendered. Is this possible to obtain?
Answer	As stated in Terms & Conditions Section 13. CONFIDENTIALITY, subsection 13.3.: Lee County <i>will not</i> reveal engineering estimates or budget amounts for a project unless required by grant funding or unless it is in the best interest of the County. According to FL § 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.
2.	if you could provide the budget for the previous contract agency holder for the services rendered.
Answer	The current contract can be found at <a href="https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5496&amp;fn=Project2020-10-08T10_20_13.xml">https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5496&amp;fn=Project2020-10-08T10_20_13.xml</a>
3.	Business Cards One Sided One Color - Does the ink bleed on the business cards?
Answer	The ink bleeds on the business cards identified in Items 1-2 and 1-3 on the revised bid schedule. See attachment # 1 to this addendum for a sample business card.
4.	Business Cards One Sided Multicolor - Does the ink bleed on the business cards?
Answer	The ink bleeds on the business cards identified in Items 1-4 and 1-5 on the revised bid schedule. See attachment # 1 to this addendum for a sample business card.
5.	What 2 colors print on the #10 Standard with Window Envelope? Where is the print located, face, back or flap?
Answer	The revised Bid Schedule has been updated to list the colors on the envelopes as Multicolor. The design elements of the envelopes will vary between departments and will be specified during the initial setup phase. Please see attachment 2 for a sample.

6.	#10 White Wove Envelope No Window - Where is the print located, face, back or flap?
Answer	See attachment # 2 for a sample of # 10 White Wove Envelope No Window.
7.	Brochure – Typesetting: Please explain the typesetting required. Will minor updates need to be required to existing art files or will artwork need to be created from scratch?
Answer	There are multiple brochures needed for various departments. Typesetting requirements, including various design elements, will be made available at the time of the setup phase. See attachment # 3 for a sample of a Brochure as provided by the Library Department.
8.	Brochures: Do any of the brochures produced have bleeds?
Answer	There are multiple brochures needed for various departments. Typesetting requirements, including various design elements, will be made available at the time of the setup phase. See attachment # 3 for a sample of a Brochure as provided by the Library Department.
9.	User Manuals 16 page booklet: Does the print bleed on this booklet? Is this booklet saddle stitched? If not, how is it bound?
Answer	There are multiple manuals needed for various departments. Various design elements will be made available at the time of the setup phase. This booklet is saddle stitched. Pricing is not being requested at this time. Section 4: Customized Items is for informational purposes only and will be quoted by all awarded Vendors at the time of the order and awarded to the lowest quote.
10.	Postcards: Does the print bleed on the Postcards?
Answer	Design elements will vary between various departments and will be specified during the initial setup phase.
11.	Receipts: What ink color(s) print on the front and back of the Receipts?
Answer	Blue ink will be used on the front and back of the Receipts.
12.	What is the weight, color and finish of the stock for the Engineering Grid Sheets? What ink color(s) print on the front and back of the Grid Sheets?
Answer	This item has been removed from the Revised Bid schedule and is no longer being requested.
13.	What ink color(s) print on the front and back of the Grid Sheets?
Answer	This item has been removed from the Revised Bid schedule and is no longer being requested.
14.	Leeway Application and Instructions: How many pages is the LeeWay Application and Instructions?
Answer	See Answer to Question # 1 in Addendum 1

15.	Leeway Application and Instructions: If the LeeWay Application and Instructions is multiple pages, how is it bound?
<b>Answer</b>	<b>See Answer to Question # 1 in Addendum 1</b>

16.	Visuals: Are photos or art files available for each of the products?
<b>Answer</b>	<b>The specifications provided for the products within this solicitation are the typical market standard for the items being requested. Samples of business cards, envelopes and a brochure have been provided and attached to this addendum.</b>

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.

*Cledwin Chin*

\_\_\_\_\_  
 Analyst Name  
 Procurement Analyst Direct Line: 239-533-8830  
 Lee County Procurement Management



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

Posted Date: February 14, 2024

Solicitation No.: B240082CFC

Solicitation Name: Annual Printing Contract

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. **UPDATED BID SCHEDULE**

The Bid Schedule has been updated and a revised Bid Schedule has been uploaded to the solicitation webpage on the Lee County Procurement website.

Please ensure that your firm has downloaded the revised Bid Schedule and have been able to successfully use the Excel format. Any firm having compatibility issues or difficulty downloading the revised Bid Schedule needs to contact the Procurement Analyst for this project at their earliest convenience. Do not wait until submission day to download. Procurement is not required to extend a closing due to Contractor delay or difficulty in receipt of download of documents.

**Bidders MUST use the Addendum 3 Revised Bid Schedule Excel Form when submitting their bid. Failure to do so will result in Bidder being deemed non-responsive and therefore ineligible for award.**

2. **QUESTIONS/ANSWERS**

1.	in Section 2: 2-2 thru 2-13 is the exact same thing as 2-14 thru 2-25. Per your Addendum 2, the pictured envelope prints in Multi Color only.
<b>Answer</b>	<b>Items 2-2 through 2-13 are plain envelopes with no print; Items 2-14 through 2-25 are envelopes with print.</b>

**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.**

*Cledwin Chin*  
 \_\_\_\_\_  
 Analyst Name  
 Procurement Analyst Direct Line: 239-533-8830  
 Lee County Procurement Management

**EXHIBIT B  
FEE SCHEDULE**

The Vendor is the secondary vendor for the line items listed below in Section 1, Section 2 and Section 3. The County shall contact the primary vendor first for orders. If the primary vendor is unable to fulfill the need or meet the timeline required, the County may contact the secondary vendor. If the secondary vendor is unable to fulfill the need or meet the timeline required, the County may contact the tertiary vendor. Products are to be charged in accordance with the unit prices provided below.

**SECONDARY VENDOR FOR THE FOLLOWING ITEMS:**

Strategy Marketing Group, Inc. dba Panther Printing			
SECTION 1: BUSINESS CARDS			
Item	Description	Unit of Measure	Unit Price
1-1	Initial One-Time Set Up Fee for Business Cards	LS	\$10.00
1-2	One Sided, One Color, 2" X 3 1/2" (Horizontal)	Box of 100	\$8.95
1-3	One Sided, One Color, 2" X 3 1/2" (Horizontal)	Box of 500	\$9.95
1-4	One Sided, Multicolor, 2" X 3 1/2" (Horizontal)	Box of 100	\$12.95
1-5	One Sided, Multicolor, 2" X 3 1/2" (Horizontal)	Box of 500	\$14.95
1-6	Two Sided, One Color 2" X 3 1/2" (1 side Horizontal and 1side Vertical)	Box of 100	\$9.95
1-7	Two Sided, One Color 2" X 3 1/2" (1 side Horizontal and 1side Vertical)	Box of 500	\$10.95

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**Strategy Marketing Group, Inc. dba Panther Printing**

**SECTION 2: ENVELOPES**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
2-1	Initial One-Time Set Up Fee for Envelopes	LS	\$15.00
2-2	# 10 White Wove Envelopes No Window (4.125" X 9.5")	Box of 500	\$49.95
2-3	# 10 White Wove Envelopes No Window (4.125" X 9.5")	Box of 1000	\$59.95
2-4	# 10 White Wove Envelopes No Window (4.125" X 9.5")	Box of 2000	\$89.95
2-5	# 10 White Wove Envelopes No Window (4.125" X 9.5")	Box of 3000	\$129.95
2-6	# 10 White Wove Envelopes No Window (4.125" X 9.5")	Box of 4000	\$169.95
2-7	# 10 White Wove Envelopes No Window (4.125" X 9.5")	Box of 5000	\$199.95
2-8	# 10 White Wove Envelopes With Window (4.125" X 9.5")	Box of 500	\$59.95
2-9	# 10 White Wove Envelopes With Window (4.125" X 9.5")	Box of 1000	\$69.95
2-10	# 10 White Wove Envelopes With Window (4.125" X 9.5")	Box of 2000	\$99.95
2-11	# 10 White Wove Envelopes With Window (4.125" X 9.5")	Box of 3000	\$149.95
2-12	# 10 White Wove Envelopes With Window (4.125" X 9.5")	Box of 4000	\$189.95
2-13	# 10 White Wove Envelopes With Window (4.125" X 9.5")	Box of 5000	\$229.95
2-14	#10 Standard No Window Multi-Color White Wove Envelopes (4.125" X 9.5")	Box of 500	\$89.95
2-15	#10 Standard No Window Multi-Color White Wove Envelopes (4.125" X 9.5")	Box of 1000	\$169.95
2-16	#10 Standard No Window Multi-Color White Wove Envelopes (4.125" X 9.5")	Box of 2000	\$199.95
2-17	#10 Standard No Window Multi-Color White Wove Envelopes (4.125" X 9.5")	Box of 3000	\$249.95
2-18	#10 Standard No Window Multi-Color White Wove Envelopes (4.125" X 9.5")	Box of 4000	\$299.95
2-19	#10 Standard No Window Multi-Color White Wove Envelopes (4.125" X 9.5")	Box of 5000	\$349.95
2-20	#10 Standard With Window Multi-Color White Wove Envelopes (4.125" X 9.5")	Box of 500	\$99.95
2-21	#10 Standard With Window Multi-Color White Wove Envelopes (4.125" X 9.5")	Box of 1000	\$189.95
2-22	#10 Standard With Window Multi-Color White Wove Envelopes (4.125" X 9.5")	Box of 2000	\$209.95
2-23	#10 Standard With Window Multi-Color White Wove Envelopes (4.125" X 9.5")	Box of 3000	\$269.95
2-24	#10 Standard With Window Multi-Color White Wove Envelopes (4.125" X 9.5")	Box of 4000	\$329.95
2-25	#10 Standard With Window Multi-Color White Wove Envelopes (4.125" X 9.5")	Box of 5000	\$389.95

**Strategy Marketing Group, Inc. dba Panther Printing**

**SECTION 3: BROCHURES**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
3-1	Initial One-Time Set Up Fee for Brochures	LS	\$25.00
3-2	Black and White, Half Fold (8.5" X 11") two-sided	Box of 250	\$29.95
3-3	Black and White, Half Fold (8.5" X 11") two-sided	Box of 500	\$39.95
3-4	Black and White, Half Fold (8.5" X 11") two-sided	Box of 1000	\$79.95
3-5	Black and White, Half Fold (8.5" X 11") two-sided	Box of 2000	\$119.95
3-6	Black and White, Half Fold (8.5" X 11") two-sided	Box of 5000	\$299.95
3-7	Black and White, Tri-Fold (8.5" X 11") two-sided	Box of 250	\$29.95
3-8	Black and White, Tri-Fold (8.5" X 11") two-sided	Box of 500	\$39.95
3-9	Black and White, Tri-Fold (8.5" X 11") two-sided	Box of 1000	\$79.95
3-10	Black and White, Tri-Fold (8.5" X 11") two-sided	Box of 2000	\$119.95
3-11	Black and White, Tri-Fold (8.5" X 11") two-sided	Box of 5000	\$299.95
3-12	Multi-Color, Half Fold (8.5" X 11") two-sided	Box of 250	\$69.95
3-13	Multi-Color, Half Fold (8.5" X 11") two-sided	Box of 500	\$99.95
3-14	Multi-Color, Half Fold (8.5" X 11") two-sided	Box of 1000	\$119.95
3-15	Multi-Color, Half Fold (8.5" X 11") two-sided	Box of 2000	\$199.95
3-16	Multi-Color, Half Fold (8.5" X 11") two-sided	Box of 5000	\$399.95
3-17	Multi-Color, Tri-Fold (8.5" X 11") two-sided	Box of 250	\$69.95
3-18	Multi-Color, Tri-Fold (8.5" X 11") two-sided	Box of 500	\$99.95
3-19	Multi-Color, Tri-Fold (8.5" X 11") two-sided	Box of 1000	\$119.95
3-20	Multi-Color, Tri-Fold (8.5" X 11") two-sided	Box of 2000	\$199.95
3-21	Multi-Color, Tri-Fold (8.5" X 11") two-sided	Box of 5000	\$399.95
3-22	Multi-Color, Gate-Fold (8.5" X 14") two-sided	Box of 250	\$139.95
3-23	Multi-Color, Gate-Fold (8.5" X 14") two-sided	Box of 500	\$159.95
3-24	Multi-Color, Gate-Fold (8.5" X 14") two-sided	Box of 1000	\$249.95
3-25	Multi-Color, Gate-Fold (8.5" X 14") two-sided	Box of 2000	\$299.95
3-26	Multi-Color, Gate-Fold (8.5" X 14") two-sided	Box of 5000	\$499.95

The County may Contact any Vendor holding a valid contract to obtain a price quote for the items listed in Section 4: CUSTOMIZED ITEMS. The work is intended to be authorized and awarded to the Vendor with the lowest quoted price for that project. The County reserves the right to complete such purchases in the manner that is in the best interest of the County at its sole discretion.

<b>Quote Basis</b>	
<b>SECTION 4: CUSTOMIZED ITEMS</b>	
<b>Item</b>	<b>Description</b>
4-1	User Manuals - 16 Page Booklet on 70#, McGregor Dull/4 Color Process 15 X 22-finished 5.5 X 8.5 folded/saddle stitch
4-2	Postcards-100# Glossy/Full Color Picture, 4 X 6, Two-Sided
4-3	Postcards-110# Glossy/Full Color Picture, 4 X 6, Two-Sided
4-4	Receipts-20# Blue/2 X 3.5 Padded 50 Each
4-5	5.5"x 8.5" 12 Page booklets, saddle stitch, interior black ink only on 60# or similar. Four color cover (no spots) with full bleeds on 80# gloss
4-6	8.5" x 5.5" Pads on 20lb, double-sided. White Bond with cardboard backing, black ink only, no bleeds
4-7	4"x 8" bookmarks on 80# glossy cover with bleeds. No spot colors, only cmyk equivalents
4-8	8.5" x 11" sheets, double-sided, no bleeds. Printed on 28 lb. Color Copy Digital or similar paper. No spot colors, only cmyk equivalents. Banded in stacks of 50.
4-9	LeeWay Letterhead - One Color, normal 8" x 12" paper
4-10	LeeWay Application Instructions - 1 Page, double sided, Huskey 60# White/8 1/2 X 11-Two Color
4-11	LeeWay Application and License Agreement - 1 Page, double sided, Huskey 60# White/8 1/2 X 11-Two Color

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## EXHIBIT C INSURANCE REQUIREMENTS



### Lee County Insurance Requirements

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' 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, 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 FS 440 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 Insurance Requirements

### **Verification of Coverage:**

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

- a. **Under the Description of Operations, the following must read as listed:**

*“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.”*

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida  
P.O. Box 398  
Fort Myers, Florida 33902

### **Special Requirements:**

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

**EXHIBIT D**  
**VENDOR BACKGROUND SCREENING AFFIDAVIT**



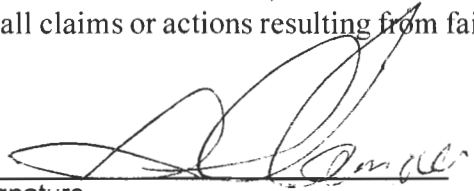
**VENDOR BACKGROUND  
SCREENING AFFIDAVIT**

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: March 13th, 2024

  
\_\_\_\_\_  
Signature

STATE OF FL  
COUNTY OF Lee

Joseph N. Namour / V.P.  
\_\_\_\_\_  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 13th day of March, 2024, by the above-named person and in their stated capacity, and is either personally known to me or ~~who has produced the following type of identification:~~

\_\_\_\_\_  
Type of Identification

[Stamp/seal required]

  
\_\_\_\_\_  
Signature, Notary Public

