

**AGREEMENT FOR  
Paint with Related Supplies and Equipment Annual**

**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 Florida Paints & Coatings, LLC, a Florida company, whose address is 11800 Metro Parkway, Fort Myers, FL 33966, and whose federal tax identification number is 45-3818902, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase paint, paint related supplies, and equipment from the Vendor in connection with "Paint with Related Supplies and Equipment Annual" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B220445LND on July 26, 2022 (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 Notice of Intended Decision on November 14, 2022; 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 Special Conditions and Scope of Work of B220445LND, 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, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

**II. TERM AND DELIVERY**

This Agreement shall commence immediately upon the effective date and shall continue for a three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, not

to exceed the initial term of three (3) years. The effective date shall be January 19, 2023.

- A. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- B. Products and services shall be delivered in accordance with Exhibit A, Delivery/Pick Up and Return, attached hereto and incorporated herein.

### **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, 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 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 reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due untimely delivery, inadequate product delivered, or inadequate product performance and the Vendor shall comply with such demand within 15 days.
- D. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

### **XIII. DISPUTE RESOLUTION**

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

### **XIV. VENDOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.

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

#### **XV. MISCELLANEOUS**

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



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

- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. 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:

<u>Vendor's Representative</u>		<u>County's Representative</u>	
Name:	Sheila Kairis	Names:	Roger Desjarlais      Mary Tucker
Title:	Corporate Credit Manager	Titles:	County Manager      Procurement Management Director
Address:	78 3 <sup>rd</sup> Street, Winter Garden, FL 34787	Address:	P.O. Box 398 Fort Myers, FL 33902
Telephone:	941-371-0015 x 105	Telephone:	(239) 533-2221      (239) 533-8881
Facsimile:	941-378-2887	Facsimile:	(239) 485-2262      (239) 485-8383
Email:	s.kairis@floridapaints.com	Email:	<u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u>

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

1. Agreement

2. County's Purchase Order
3. Solicitation
4. Vendor's Submittal in Response to the Solicitation

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

WITNESS:

Signed By: Cindy Hall  
Print Name: Cindy Hall

**Florida Paints & Coatings, LLC**

Signed By: Sheila Kairis  
Print Name: SHEILA KAIRIS  
Title: Corporate Credit Mgr  
Date: 12/21/22



**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
CHAIR  
DATE: 1/24/23

ATTEST:  
CLERK OF THE CIRCUIT COURT

BY: [Signature]

**CHRIS JAGODZINSKI**

DEPUTY CLERK

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

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

## **EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS**

### **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. BASIS OF AWARD**

- 1.1. Following the County's rights as described and reserved herein, multiple Vendors may be awarded contracts under this solicitation. It is the County's intent to award to a pool of Vendors that are responsive, responsible, and meet the County requirements and specifications; this will allow individual departments and divisions to use the vendor that has the needed product within the closest proximity to their location at the most reasonable price.
- 1.2. When feasible, county personnel will go to the lowest cost vendor; however, they are not obligated to do so.

#### **2. CONTRACT TERM**

- 2.1. The Vendor shall be responsible for furnishing and/or delivering the commodities or services on an "as needed basis" to the Lee County requesting Department(s) for an initial three-year (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, not to exceed the initial term of three (3) years.
- 2.2. This is an annual Agreement and work will be authorized, scheduled, funded, and accounted for by issuance of a **Purchase Order**, by the requesting department. No guarantee is expressed or implied as to the quantity or commodities and/or services to be procured under this Invitation to Bid (ITB); no work is guaranteed.

#### **3. PRICING**

- 3.1. All proposed pricing shall be provided as a Fixed Percentage Discount Rate from the Vendor's Retail Pricing list as categorized on the Bid/Proposal Form. This pricing discount shall remain fixed for the term of the contract.
- 3.2. If Vendor cannot supply a percentage discount rate off of their Retail Pricing for a particular category, but can provide the product to the County, then a 0% is required to be filled in on the Bid/Proposal Form.
- 3.3. If a Vendor leaves a category blank, it will be considered as a NO BID and Vendor shall be unable to sell those particular goods to the County.

#### **4. WEBSITES/CATALOGS**

- 4.1. Vendors shall provide a complete list of ALL products being provided to the County in relation to this solicitation at the time of their bid submittal. If the catalog is printed, they shall attach it to the bid submittal. If the information is through a website, the Vendor shall provide the website addresses in the area provided on the bid sheet.
- 4.2. If the list is not provided or not in the requested format, and County staff is unable to verify the discounted pricing, it may result in the Vendor being deemed nonresponsive, at the sole discretion of the County.
- 4.3. County staff shall use this list to verify percentage discounts being offered. Discounts on Bid/Proposal Form must match the Retail Pricing and calculations done by County staff.
- 4.4. Vendors shall be responsible for providing and maintaining their current published list price with discounts to the County.

5. **INVOICING**

- 5.1. Invoicing must show PO #, manufacturer, material ordered, unit of measure, quantity ordered, retail price, and County price along with percentage off.
- 5.2. Failure to provide or maintain necessary product catalogs to verify cost of parts purchased may result in delays to payment or denial of payment.

6. **REQUIREMENTS**

- 6.1. It is expected that Vendors have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to the County.
- 6.2. All items proposed must comply with current applicable safety or regulatory standards or codes.
- 6.3. Deviations from industry standards shall be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
- 6.4. Proposed equipment and products must be for new, current model; however, Vendor may offer certain close-out equipment or products if agreed to by the County at the time of purchase or ordering.

7. **WARRANTY**

- 7.1. The successful vendor(s) shall provide full manufacturer's warranty on all supplies/materials furnished, as a result of this bid against defects in materials. The warranty shall start on the date of delivery (if applicable) and acceptance by Lee County.

8. **DELIVERY/ PICK UP AND RETURN**

- 8.1. Unless otherwise requested, Lee County departments and divisions will pick up and return all paint materials.
- 8.2. If delivery is required, the requesting Department shall approve delivery terms with the Vendor.
- 8.3. Shipments shall be Free on Board (FOB) Destination delivered and unloaded by the Vendor's delivery driver between the hours of 8:00 AM to 4:00 PM Eastern Time, Monday through Friday, within three (3) calendar days after verbal, electronic, or fax receipt of an order placed by an authorized member of the County.
- 8.4. If for reasons beyond the control of the company delivery cannot be made by the specified date, it is the company's responsibility to indicate the reason for the delay and the expected delivery date to the Project Manager. If time is unreasonable for project at hand, the County reserves the right to cancel said order and purchase from another awarded Vendor.
- 8.5. Vendor shall promptly pick up/accept any return for items incorrectly shipped, ordered, or delivered in unsafe and/or damaged condition, at no cost to the County.
- 8.6. Delivery rate shall encompass all locations within Lee County.

End of Special Conditions Section


## SCOPE OF WORK AND SPECIFICATIONS

### 1. GENERAL SCOPE

- 1.1. Lee County Board of County Commissioners is seeking to contract with qualified Vendors to supply paints, and paint related products and equipment to the County on an as needed basis for various County projects including repairs and renovations to buildings, bridges, utilities, etc.
- 1.2. It is the intent of the County to award qualified Vendors to supply the following, but not limited to:
  - 1.2.1. Architectural Paints & Coatings (Including but not limited to Interior & Exterior Paints, Primers, Wood Stains & Finishes, Sealcoats/Topcoats, and Varnishes for various surfaces such as Aluminum, Cement, Ceramic, Concrete, Drywall, Fabrics, Glass, Lacquers, Masonry, Paints Paper Mache, Plaster, Plastics, Wicker, Wood, etc.)
  - 1.2.2. Industrial Paints & Coatings (Including but not limited to Paints, Primers, Concrete & Masonry Products, and Aerosols for various surfaces such as Aluminum, Brick Pavers, Cement, Concrete, Masonry, Steel, Stucco, Vinyl Siding, Wood, etc.)
  - 1.2.3. Specialty Paint & Coatings (Including but not limited to Additives, Adhesives, Aerosols, Asphalt, Automotive, Caulk & Sealants, Cleaners, Colorant, Epoxy, Enamels, Glosses, Grass Marking, Patch & Repair, Porch/Garage Paints, Stripper/Removers, Concrete & Masonry Products, Thinners, Waterproofing, etc.)
  - 1.2.4. Equipment (Including but not limited to Ladders, Scaffolds, Electric/Handheld Sprayers, Work Lights, Safety Equipment, etc.)
  - 1.2.5. Tools (Including but not limited to Automotive, Brushes, Edgers, Extension Poles, Guides, Heat Guns, Knives/Blades, Putty Knives, Roller Frames/Covers/Accessories, Scrapers, Wire Brushes, etc.)
  - 1.2.6. Supplies (Including but not limited to Drop Cloths/Tarps, Liners, Pails/Cups/Buckets/Trays, Sandpaper & Abrasives, Paint Tape, Rags, etc.)
  - 1.2.7. Automotive Paint & Coatings (Including but not limited to Additives, Cleaners, Clearcoats, Hardeners, Primers, Reducers, Solvents, Thinners, Toners, Undercoats, etc.)

End of Scope of Work and Specifications Section

## EXHIBIT B FEE SCHEDULE

 <p><b>Lee County</b> <i>Southwest Florida</i></p>	<p>PROCUREMENT MANAGEMENT DEPARTMENT <u>BID/PROPOSAL FORM</u></p>	
<p>COMPANY NAME: <u>Florida Paints &amp; Coatings, LLC</u></p>		
<p>SOLICITATION: <u>B22044SLND - Paint with Related Supplies and Equipment Annual</u></p>		
<p><b>Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications:</b></p> <p>PRICING shall be inclusive of all labor, equipment, supplies, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents.</p> <p>PLEASE ENSURE You have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.</p> <p>IMPORTANT: Discounted rates shall be a fixed amount for the entirety of the contract and may not change without mutual written consent of County and Vendor.</p>		
<p><b><u>Directions for Completion:</u></b></p>		
<p>Vendors shall review the below categories and list what discount off Retail Pricing they can provide to the County in the Discount Off column. If the Vendor cannot provide a discount off Retail Pricing, but has the ability to sell the products to the County, they should put 0 or ZERO in the column below.</p> <p>If the Vendor does not want to bid on a Category, they should put NO BID in the below Discount Off column for the corresponding category.</p> <p>If the Vendor leaves the below Discount Off column Empty/Blank, it will be assumed that category is a NO BID.</p> <p>No Bid items shall not be purchased at any time through Vendor, so it is in the best interest of all to complete all of the below Discount Off column in its entirety.</p>		
<p><b><i>PAINT WITH RELATED SUPPLIES &amp; EQUIPMENT</i></b></p>		
<b>Line Item</b>	<b>Category Descriptions</b>	<b>% Discount off Retail Pricing</b>
1	<b>Architectural Paints &amp; Coatings</b> See General Scope Section 1.2.1	45%
2	<b>Industrial Paints &amp; Coatings</b> See General Scope Section 1.2.2	45%
3	<b>Specialty Paint &amp; Coatings</b> See General Scope Section 1.2.3	20%
4	<b>Equipment</b> See General Scope Section 1.2.4	25%
5	<b>Tools</b> See General Scope Section 1.2.5	30%
6	<b>Supplies</b> See General Scope Section 1.2.6	30%
7	<b>Automotive Paint &amp; Coatings</b> See General Scope Section 1.2.7	0%
8	<b>Automotive Tools &amp; Supplies</b> See General Scope Section 1.2.7	0%
9	<b>Delivery Charge</b> Delivery terms such as date and times shall be discussed with individual Division or Department ordering from Vendor. This charge is a one time delivery fee and shall be inclusive to any vendor location to any Division or Department located within Lee County.	\$0
<p><b>Website Links for Product List</b></p>		
<p>The below spaces shall be used for Vendor website locations for the most current product catalogs. They shall feature Product Descriptions and Retail Pricing from the Vendor, in which the above category discounts will be applied.</p>		
Website:	<u><a href="http://www.floridapaints.com">www.floridapaints.com</a></u>	
Website:		

## EXHIBIT C INSURANCE REQUIREMENTS



<b>Lee County Insurance Requirements</b>
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**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the 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."*

Revised 03/19/2018 – Page 1 of 2





**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. It is the responsibility of the general contractor to insure 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: Dec 22, 2022

Sheila Kauris  
Signature

STATE OF Florida  
COUNTY OF Sarasota

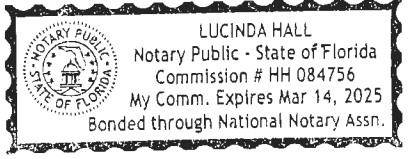
Sheila Kauris, Corp. Credit Mgr  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 22 day of December 2022, 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]

Lucinda Hall  
Signature, Notary Public





# FLORIDA PAINTS

## Corporate Resolution

The undersigned, Don Strube, as Vice President and Owner of Florida Paints, a Florida Corporation (the "Corporation"), hereby certifies that at a special meeting of the board of directors of the corporation, which was called and held on the 25<sup>th</sup> day of January, 2016, with a quorum present and voting, the following resolution was enacted and is still in full effect:

Sheila Kairis as Credit Manager of the Corporation is authorized and directed, for and on behalf of and in the name of the Corporation, to execute payment vouchers, release of lien and satisfactions of lien, as necessary or required in connection with the transaction of the Corporation's business, and any other signatures on behalf of the Corporation that may be required.

I further certify that the foregoing resolution is in conformity with the Articles of Incorporation and the By-Laws of the Corporation, and that there are no provisions in said Articles of Incorporation or ByLaws which limit the power of this Board of Directors to enact the foregoing resolution or grant the authority expressed therein.

I further certify that specimen signature of Sheila Kairis set forth below is genuine:

Sheila Kairis

Name

Sheila Kairis

Signature

By: [Signature]  
Owner, Vice President

Executed this 25<sup>th</sup> say of January, 2016

Sworn to and subscribed before me this June 25<sup>th</sup>, 2016

[Signature]  
Signature of Notary Public



JEFFREY W. GUSTY  
Notary Public • State of  
Florida commission FF  
My C: 971328  
Bonds My Comm. Expires M.r 14,  
2020 Bonded through National  
Notary Assn.

Commissioned State of Florida  
Personally Known\_e OR, Produced identification

Print, Type or Stamp

Type of Identification Produced

\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Baldwin Krystyn Sherman 4010 W Boy Scout Blvd Suite 200 Tampa FL 33607	<b>CONTACT NAME:</b> BKS Certificate Team <b>PHONE (A/C, No, Ext):</b> 813-984-3200 <b>E-MAIL ADDRESS:</b> certificates@bks-partners.com	<b>FAX (A/C, No):</b> 813-984-3201	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Florida Paints & Coatings, LLC 78 3rd Street Winter Garden FL 34787	1FLORPA12	<b>INSURER A:</b> Travelers Property Casualty Co <b>INSURER B:</b> Charter Oak Fire Insurance Com <b>INSURER C:</b> Travelers Indemnity Company of <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 25674 25615 25666

**COVERAGES****CERTIFICATE NUMBER:** 31753335**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	Y-660-0S501173-COF-22	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> PIP			810-0S424685-22-14-G	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3T475116-22-NF	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB-0S476608-22-14-V	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder to include: Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are Additional Insured with respects to the General Liability policy, where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Lee County Board of County  
 Commissioner Contracts Management  
 PO Box 398  
 Fort Myers FL 33902

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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