

B230241CMR
Delivery Services for Lee County Library
Global Courier Services, Inc.

E1 Contract # N/A

AGREEMENT FOR DELIVERY SERVICES FOR LEE COUNTY LIBRARY

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 Global Courier Services, Inc., a Florida corporation, whose address is 8201 SW 58th Street, Miami, FL 33143, and whose federal tax identification number is 65-0716894, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase pick-up and delivery services between various Lee County Libraries, Library Administration, and Library Process Center, from the Vendor in connection with "Delivery Services for Lee County Library" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B230241CMR on May 9th, 2023 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on June 22nd, 2023; 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 11 of the Scope of Work and Specifications section of B230241CMR, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation No. B230241CMR, as modified by its addendum, 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

- A. This Agreement shall commence immediately upon the effective date and shall continue on as needed basis for one (1) three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be in the sole discretion of the County as deemed in its best interest. The effective date shall be October 1st, 2023.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

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

XIV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under

this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Tony Moscatel
Title: VP
Address: 8201 SW 58th St.,
Miami, FL 33143
Telephone: (954) 639-2827
Facsimile: (305) 666.6666
Email: tmoscatel@myglobalcourier.co
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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.co
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- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation
 - 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

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

WITNESS:

Signed By: [Signature]

Print Name: Frank Prados

GLOBAL COURIER SERVICES, INC.

Signed By: X [Signature]

Print Name: Heriberto Cozanas

Title: President/owner

Date: 8-1-2023

LEE COUNTY

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

DocuSigned by:
BY: [Signature]
C95488F98F0E428...
CHAIR

DATE: 10/13/2023 | 12:50 PM EDT

**ATTEST:
CLERK OF THE CIRCUIT COURT**

DocuSigned by:
BY: Chris Jagodzinski
DEEAC39F178B449...
DEPUTY CLERK

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

DocuSigned by:
BY: Andrea Fraser
D7B0A432439F246...
OFFICE OF THE COUNTY ATTORNEY

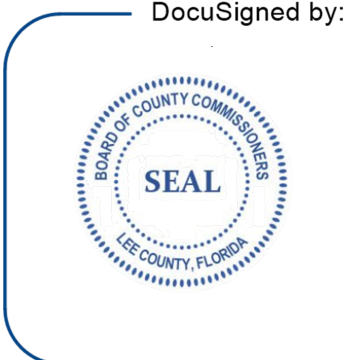


EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor(s) to provide pick-up and delivery services between the various Lee County libraries, Library Administration, and Library Processing Center. Primarily, the Vendor shall be responsible for transporting books, paperwork, media equipment, etc. between the different library locations on a weekly basis.
- 1.2. "Speedy delivery" is not the main purpose of this service. Instead, the libraries are more interested in a consistent, accurate, flexible, and courteous delivery service.

2. ROUTE SCHEDULE

- 2.1. The current route schedule is provided herein. This schedule is subject to change throughout the year depending on the Library's needs. There are currently two (2) regular routes, North Route and South Route for all locations, except Johann Fust Community Library and Captiva Memorial Library.
 - 2.1.1. The County reserves the right to add Johann Fust Community Library and Captiva Memorial Library to the regular route schedule at any time during the term of the Agreement, at no additional cost to the County.
 - 2.1.2. Items for the Johann Fust Community Library shall be delivered to the North Fort Myers Public Library and items for Captiva Memorial Library shall be delivered to the Lakes Regional Library.
- 2.2. Each route requires a separate delivery truck and driver. Each route has a daily list of the particular locations and the order in which it shall be serviced. The Vendor shall not vary from these routes, as described, without authorization from the County.
- 2.3. Lee County reserves the right to negotiate additions or deletions of sites as necessary. The County reserves the right to negotiate a reasonable rate for future locations, as necessary, over the term of the Agreement.
- 2.4. Periodically, the Library System will need materials or other items delivered to a non-library site.
- 2.5. During the term of this Agreement, it may be necessary to change the routes. Lee County reserves the right to adjust these routes as necessary.
- 2.6. PRIMARY ROUTES:
 - 2.6.1. The order of this schedule is firm and may only be changed by or with prior approval from the County representative (Technical Services Manager, Fiscal Manager, Lee County Library System).
 - 2.6.2. Start and Finish of each route: Library Processing Center.
 - 2.6.3. One Stop per day (Monday through Friday)
 - Library Administration
 - County Administration Mailroom
 - Talking Books
 - 2.6.4. One Stop per day (Monday through Saturday)
 - East County Regional Library
 - North Fort Myers Public Library
 - Cape Coral Public Library
 - Fort Myers Regional Library
 - Bonita Springs Public Library

- South County Public Library
- Lakes Regional Library
- Northwest Regional Library

- 2.6.5. One Stop per day (Tuesday through Saturday)
- Pine Island Public Library
 - Dunbar Jupiter Hammon Public Library
 - Riverview Branch Library

- 2.6.6. Two Stops weekly (Monday and Thursday)
- Lee County School Board Foundation

- 2.6.7. Drivers may be required to transport items to a storage facility or County Administration. This will be on an "on call" basis and will be done at the end of the driver's day, after the driver returns to the Library Processing Center and unloads.
- Storage Facility currently located at 3780 Central Avenue, Fort Myers, FL 33901
 - County Administration located at 2115 Second Street, Fort Myers, FL 33901

3. DELIVERY TIME FRAME

- 3.1. Each route shall start at the Library Processing Center on or after 8:00 AM, and shall finish by or before 4:30 PM at the Library Processing Center.
- 3.2. The delivery doors will not be opened for the drivers before 8:00 AM.

4. MATERIAL PICK- UP AND DELIVERY LOG

- 4.1. The Vendor must track all materials (boxes, totes, and all miscellaneous pieces) that are picked up and dropped off at each location. This required form will be provided by the County and shall be turned in each month to Library Processing Center Personnel.

5. LOCATION ADDRESSES AND CONTACT INFORMATION

<i>Location</i>	<i>Address</i>	<i>Phone Number</i>
Johann Fust Community Library	1040 West 10 th Street, Boca Grande, FL 33921	(941) 964-2488
Bonita Springs Public Library	10560 Reynolds Street, Bonita Springs, FL 34135	(239) 533-4861
Captiva Memorial Library	11560 Chapin Lane, Captiva, FL 33924	(239) 533-4893
Cape Coral Public Library	921 SW 39 th Terrace, Cape Coral, FL 33914	(239) 533-4501
Dunbar-Jupiter Hammon Public Library	3095 Blount Street, Fort Myers, FL 33916	(239) 533-4160
East County Regional Library	881 Gunnery Road N., Lehigh Acres, FL, 33971	(239) 533-4201
Fort Myers Regional Library	2450 First Street, Fort Myers, FL 33901	(239) 533-4647
Lee County Administration Mailroom	2115 Second Street, Fort Myers, FL 33901	(239) 533-2109

Library Administration	2201 Second Street, Suite 400, Fort Myers, FL 33901	(239) 533-4800
Lakes Regional Library	15290 Bass Road, Fort Myers, FL 33919	(239) 533-4060
Library Processing Center	881 Gunnery Road N., Suite 2, Lehigh Acres, FL 33971	(239) 533-4170
North Fort Myers Public Library	2001 N. Tamiami Trail, North Fort Myers, FL 33903	(239) 533-4322
Northwest Regional Library	519 Chiquita Boulevard N., Cape Coral, FL 33993	(239) 533-4760
Pine Island Public Library	10701 Russell Road, Bokeelia, FL 33922	(239) 533-4361
Riverdale Branch Library	2421 Buckingham Road, Fort Myers, FL 33905	(239) 533-4380
South County Regional Library	21100 Three Oakes Parkway, Estero, FL 33928	(239) 533-4420
Talking Books Library	1651 Lee Street, Fort Myers, FL 33901	(239) 533- 4780
School Foundation for Lee County Schools	2266 Second Street, Fort Myers, FL 33901	(239) 334-1945

6. ITEMS TO BE TRANSPORTED

6.1. BOOKS, VIDEOS, AUDIOS, MAGAZINES, SUPPLIES AND LIBRARY MATERIALS

- 6.1.1. The primary purpose of this service is to transport library materials, programing materials, and supplies between the different library locations. The staff at each location will prepare materials for delivery by boxing or bundling materials and labeling each with a delivery location code.
- 6.1.2. Boxes include plastic delivery totes, as well as cardboard shipping boxes. Delivery items are normally kept in one designated area at each location. The Vendor shall be responsible for loading, transporting, and unloading the material to the proper area inside each location.
- 6.1.3. The weight of the totes should be no more than 35 pounds and boxes no more than 50 pounds. Oversized or other items not in totes shall be included in regular deliveries, including such items as rolling tote bags, oversized books, bundled magazines, and bundled empty boxes.
- 6.1.4. Branches may make use of a "mixed" tote in situations where there is not enough material going between the branches to necessitate an individual tote. These "mixed" totes will contain library materials for delivery to multiple locations. It shall be the responsibility of the driver to separate these materials into totes going to the proper libraries. The library will provide a sorting area at the Library Processing Center. It shall be the driver's responsibility to remove any tote labels from totes when sorting. Volume for sorting may vary between 10 to 30 totes per day.
- 6.1.5. Full totes or boxes being stored or moved on dollies shall not be stacked more than seven (7) high.
- 6.1.6. There is no limit to the number of totes being delivered to a single branch during a regular delivery.

6.2. INTEROFFICE ENVELOPES

- 6.2.1. Vendor(s) shall transport interoffice pouches and envelopes between the locations. These envelopes and pouches shall be delivered to the designated mail area at each location. The Library System will provide mail pouches and a sorting area at the Library Processing Center.

6.3. AUDIO/VISUAL EQUIPMENT

6.3.1. Audio/visual equipment may be transported from one location to another. Audio/visual equipment includes projectors, screens, televisions, display canisters, sound system, DVD players, laptop kits, and iPad kits.

6.4. TABLES

6.4.1. Folding tables are occasionally moved from one library to another. The typical size is approximately 30" wide x 72" long.

6.5. MISCELLANEOUS ITEMS

6.5.1. The Vendor may be called upon to transport other related library supplies, equipment, and/or displays that would qualify as a "special trip", as described in Bid/Proposal Form Additional Instructions. Special Trips shall be completed after the regular delivery is completed.

6.5.2. Other miscellaneous items may include sealed and bottled liquids of various sizes, and factory-sealed foods to be transported from one branch to another.

7. VENDOR REQUIREMENTS

7.1. The Vendor must have two (2) available box-truck type vehicles, no less than 600-800 cubic feet, to adequately perform the tasks described herein. Vehicle must be of adequate size to transport the daily delivery of approximately 300 boxes and miscellaneous items. Vendor shall have a back-up box truck available to fill in when necessary. All vehicles must be in excellent condition. Vehicles that leak, have sprung doors, etc. are unacceptable.

7.2. The Vendor shall have all the necessary equipment to perform this contract (e.g., hand truck, cell phone, calculator, etc.)

7.3. All vehicle drivers shall have a valid Florida driver's license that is proper for this type of vehicle. Drivers shall wear either a uniform or nametag identifying the Vendor and driver's name. Drivers shall be properly supervised, alert, and suitable to work, with no impairment from drugs or alcohol. Drivers are not to loiter at the libraries.

7.4. Lee County reserves the right to request a driver be replaced due to any conflicts with Library Personnel or non-compliance with this Agreement. Once requested, the Vendor shall have the driver replaced within five (5) working days.

7.5. Vendor shall utilize same drivers for these routes, allowing them to become familiar with the workings of each library.

7.6. Drivers will be provided with a contact list in the event of problems or questions. It is the County's intent to work closely with the Vendor to solve any issues as quickly as possible.

7.7. The Vendor shall have back-up personnel available that are familiar with these routes, so they may fill in when primary driver is unavailable.

7.8. If the drive arrives ahead of library staff at a stop, the driver must wait at the location until the scheduled delivery arrival time for that location.

7.9. Vendor shall provide name, phone number and office address of supervisor in charge of overseeing this contract during the term of the Agreement. Supervisor must be available to resolve any problems or answer any questions the County may have within 24-48 hours.

7.9.1. Vendor shall provide cell phone contact information for each driver to a Library System representative, in order to be contacted directly for special instructions or alerts during the course of their daily routes. The Library representative must be able to arrange special deliveries directly with the drivers.

7.10. If a driver is unusually delayed for a scheduled stop, the driver must contact the Library Processing Center to report the schedule change. Library Processing Center staff shall inform the libraries on the remainder of the driver's route.

8. ESTIMATED USAGE

8.1. Library materials in totes are the primary items to be transported. The number of totes transported is given as informational purposes only, and no guarantees shall be expressed or implied. Approximate usage during fiscal year 21-22 are as follows:

- Totes transported – 82,695
- School Foundation Boxes transported – 350
- Approximate daily amount of totes combined between two (2) routes – 300 (Number may increase during winter months)

9. DAMAGED OR LOST ITEMS

9.1. Library materials and totes shall be handled correctly by Vendor's employees. Drivers are expected to treat materials carefully when handling and sorting materials, avoid overfilling totes and refrain from stacking totes too high.

9.2. Totes, boxes and other delivery items shall not be left outside buildings during deliveries. If items are damaged or lost while in transport/care of Vendor, including materials that get wet during inclement weather, it shall be the Vendor's responsibility to repair or replace. The Vendor shall not be responsible for any items damaged by the County.

9.3. If a driver is aware of damaged items, he/she needs to let staff know as soon as possible.

10. NATURAL DISASTERS OR INCLEMENT WEATHER

10.1. Any decision on suspending services due to inclement weather or natural disaster shall be made at the discretion of the County and not the Vendor. Vendor shall be informed of any decision to suspend services due to inclement weather or natural disasters as early as possible.

11. LEE COUNTY HOLIDAYS

New Year's Day	January 1 st or as designated
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Fourth of July	July 4 th or as designated
Labor Day	1 st Monday in September
Veteran's Day	November 11 th or as designated
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25 th or as designated

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

2. BASIS OF AWARD

2.1. The basis of award shall be determined by the lowest Base Bid Total of the most responsive, responsible, and qualified Vendor meeting all bid specifications.

2.2. Vendor(s) are required to bid on all base and alternate work in order to be considered for award of this bid.

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. LICENSES, PERMITS AND BACKGROUND CHECKS

4.1. The Vendor(s) must maintain all and any license endorsements pursuant to Florida law for transport services that apply to Vendor's equipment, and/or insurances/bonds, and permits that are required. Vendor(s) may be required to present copies of all licenses, insurance/bonds and permits.

4.2. Vendor shall perform background checks on all employees that will be working on this contract, to the Lee County Library System representative, prior to project commencement. Backgrounds on any new, temporary, or any employee filling in for "regular" employees, hired during the term of the Agreement, must be provided to Lee County Library System representative before the employee(s) will be allowed to work in the County's facility.

4.3. The County reserves the right to ask the courier firm to remove an employee from working in any County facility based on these background checks.

4.4. Failure to comply with the aforementioned requirements may be grounds for termination of the contract.

4.5. The Vendor shall be responsible for any charges incurred for background checks, or other security requirements required under this solicitation.

5. BID/PROPOSAL FORM ADDITIONAL INSTRUCTIONS

5.1. Throughout the term of this contract, the County may need to add or subtract locations, or days of service for a location from the routes. Vendor shall bid a cost figure that can be used for this purpose, referred to as Alternate Supplemental Route. (Example: If the County has requested to increase the service to a library from three (3) days to five (5) days per week, the supplemental route would be used to pay for those two additional days of service).

5.1.1. The term "day of service" correlates to one (1) day of service to a location per week. That can be any combination of a Monday through Saturday route. For instance, a Monday, Wednesday, and Friday delivery to the Bonita Springs Public Library would be three (3) days of service. Vendor must price days of service for the locations in the manner described herein.

5.2. Special trips are instances when the courier cannot take large bulky items without infringing on the regular pickups and deliveries. Oversized or overweight items will require a special trip and will be charged using the Special Trips Rate.

5.2.1. Bulky items can vary but may include large storage totes that may contain pieces or parts in them for Programming Staff or Events, or mobile pop-up tent equipment.

5.3. Pricing shall be all inclusive of labor, equipment, supplies, materials, and any other incidentals incurred to perform and complete all work as specified herein.

5.3.1. The Vendor shall be responsible for paying any tolls applicable to these services.

End of Special Conditions Section



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

Posted Date: June 1, 2023

Solicitation No.: B230241CMR

Solicitation Name: Delivery Services for Lee County Library

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. QUESTIONS/ANSWERS

1.	Under the SOW, 2. Route Schedule, 2.1.1., it states, "The County reserves the right to add Johann Fust Community Library and Captiva Memorial Library to the regular route schedule at any time during the term of the Agreement, at no additional cost to the County." I also see on the Bid/Proposal Form a list of 'Alternate – Supplemental Routes (Separate of regular route delivery services).' Let us say the price for the regular route is X and the price(s) under Alternate for Johann Fust and Captiva Memorial is Y. Does 2.1.1.'s 'no additional cost' mean X + Y whenever Johann Fust or Captiva Memorial is added to a regular route, and also X + Y + Y when both are added? Or does it mean that once X is set, it does not change whenever Johann Fust and Captiva Memorial are added to a regular route, but if for some reason materials need to be sent to Johann Fust and/or Captiva Memorial from the Library Processing Center, it would be just Y?
Answer	The regular route does not include any trips to the Johann Fust Community Library and Captiva Memorial Library. The addition of these 2 libraries to the regular route shall be at no charge to the County. The alternate routes correlates to additional deliveries added on to the regular routes. When it comes to the Johan Fust Community Library and Captiva Memorial Library alternate charge, the charge shall only be applied for these locations if the Johan Fust Community and Captiva Memorial Library becomes part of the regular route delivery.
2.	Would you be so kind to share the last bid price on this
Answer	The previous bid tabulation can be found on the link below: https://www.lee.gov.com/procurement/Project%20Documents/Delivery%20Services%20for%20Lee%20County%20Library%20System/B180005MRH%20Bid%20Tab.pdf
3.	Do you know the budget for it?
Answer	Lee County will not 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.

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.

Carolina Rodriguez

Carolina Rodriguez

Procurement Analyst Direct Line: 239-533-8858

Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
<i>Regular Routes- North and South Routes</i>			
1	Primary Routes	Monthly	\$13,350.00
TOTAL:			\$160,200.00
<i>Alternate- Supplemental Routes (Separate of regular route delivery services)</i>			
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>AMOUNT</u>
A1	Johan Fust Community Library	Per Day	\$20.00
A2	Bonita Springs Public Library	Per Day	\$20.00
A3	Captiva Memorial Library	Per Day	\$20.00
A4	Cape Coral Public Library	Per Day	\$20.00
A5	Dunbar-Jupiter Hammon Public Library	Per Day	\$20.00
A6	East County Regional Library	Per Day	\$20.00
A7	Fort Myers Regional Library	Per Day	\$20.00
A8	Lee County Administration Mailroom	Per Day	\$20.00
A9	Library Administration	Per Day	\$20.00
A10	Lakes Regional Library	Per Day	\$20.00
A11	Library Processing Center	Per Day	\$20.00
A12	North Fort Myers Public Library	Per Day	\$20.00
A13	Northwest Regional Library	Per Day	\$20.00
A14	Pine Island Public Library	Per Day	\$20.00
A15	Riverdale Branch Library	Per Day	\$20.00
A16	South County Regional Library	Per Day	\$20.00
A17	Talking Books Library	Per Day	\$20.00
A18	School Foundation for Lee County Schools	Per Day	\$20.00
A19	Special Trips- Up to 40 items including, but not limited to Storage Facility and County Administration	Per Day	\$62.50
A20	Special Trips- Over 40 items including, but not limited to Storage Facility and County Administration	Each item	\$2.50

Fuel Surcharge: A fuel surcharge will be allowed based on the U.S. DEPARTMENT OF ENERGY - Monthly Diesel Prices (Dollars per Gallon) available at this link:
<https://www.eia.gov/petroleum/gasdiesel/>

If the lowest fuel price listed for Florida for a given month exceeds \$3.99 per gallon, then a surcharge will be assessed in accordance with the surcharge table provided below. The surcharge will be applied to the overall monthly unit price.

For example, if the Florida drop down lists week one as \$4.05, week two as \$4.15, and week three as \$4.25, then the surcharge would be .5%, since the lowest week (week one) and its surcharge rate of .5% from the table below would apply. The monthly charge would be \$13,416.75 (\$13,350 x 1.005).

If a fuel surcharge is requested, Vendor must provide evidence (printed sheets, screenshots, etc.) providing a snapshot from the above-mentioned link justifying the surcharge. There will not be any downward adjustment, unless the cost of fuel drops below \$2.50 per gallon.

Global Courier Service, Inc.

U.S. DEPARTMENT OF ENERGY – Monthly Diesel Prices (Dollars per Gallon)

https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r10_m.htm

		Monthly Average of FSC:			
East Coast PADD 1A	TBD	Current Billing Month/2022		FSC %	Fuel Surcharge

BASE RATE	At Least	But Less Than	Fuel Surcharge
	\$ 4.000	\$ 4.099	0.50%
	\$ 4.100	\$ 4.199	1.00%
	\$ 4.200	\$ 4.299	1.50%
	\$ 4.300	\$ 4.399	2.00%
	\$ 4.400	\$ 4.499	2.50%
	\$ 4.500	\$ 4.599	3.00%
	\$ 4.600	\$ 4.699	3.50%
	\$ 4.700	\$ 4.799	4.00%
	\$ 4.800	\$ 4.899	4.50%
	\$ 4.900	\$ 4.999	5.00%
	\$ 5.000	\$ 5.099	5.50%
	\$ 5.100	\$ 5.199	6.00%
	\$ 5.200	\$ 5.299	6.50%
	\$ 5.300	\$ 5.399	7.00%
	\$ 5.400	\$ 5.499	7.50%
	\$ 5.500	\$ 5.599	8.00%
	\$ 5.600	\$ 5.699	8.50%
	\$ 5.700	\$ 5.799	9.00%
	\$ 5.800	\$ 5.899	9.50%
	\$ 5.900	\$ 5.999	10.00%
	\$ 6.000	\$ 6.099	10.50%
	\$ 6.100	\$ 6.199	11.00%
	\$ 6.200	\$ 6.299	11.50%
	\$ 6.300	\$ 6.399	12.00%
	\$ 6.400	\$ 6.499	12.50%
	\$ 6.500	\$ 6.599	13.00%

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: 7-31-2023


Signature

STATE OF FL
COUNTY OF Miami-Dade

MENDELTO CAZANAS (PRESIDENT)
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 31 day of July, 2023, 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: Driver license
Type of Identification

[Stamp/seal required]


Signature, Notary Public

