

**AGREEMENT FOR
Contract Printing**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Strategy Marketing Group, Inc. dba Panther Printing, a Florida corporation, whose address is 11580 Marshwood Lane, Fort Myers, FL 33908 and whose federal tax identification number is 26-4136891, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase Printed Items from the Vendor in connection with "Contract Printing" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B170364KLC on September 22, 2017

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

WHEREAS, the County posted a Notice of Intended Decision on November 15, 2017; 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 in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B170364KLC (the "Solicitation"), a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for a period of two (2) years. This Agreement may be renewed for three (3) additional one (1)-year periods upon the mutual written agreement of both parties.

- 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 Solicitation No. B170364KLC, 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 work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order 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 nonappropriation 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 address indicated on the purchase order 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 A- Class VII 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, publicrecords@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.

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.

- 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 fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claim.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

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

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring,

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

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. 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 on the next page:

Vendor's Representative:

Name: Jennifer Namour
Title: President
Address: 11580 Marshwood Ave.
Fort Myers, FL 33908
Telephone: 239-936-5050
Facsimile: 239-220-5080
E-mail: Joe@PantherPrinting.net

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. 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 No. B170364KLC
 - 4. Vendor's Submittal in Response to Solicitation No. B170364KLC Contract Printing

[The remainder of this page intentionally left blank.]

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

WITNESS:

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

Signed By: Mark Fastenau

Signed By: [Signature]

Print Name: Mark Fastenau

Print Name: Joseph Namour

Title: VP

Date: 11/24/17

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 5-29-18

ATTEST:

CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Missy Flint
DEPUTY CLERK



Commissioner Cecil L. Pendergrass
Lee County Board of County Commissioners
District 2

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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

The Vendor shall provide and deliver to the County printed items including, but not limited to, envelopes, brochures, business cards and four-color process prints on an as-needed basis in accordance with this Agreement and as further described in the Solicitation. At the request of the County, the Vendor shall assist with the design, layout and composition of the printed items; no additional fees shall be charged for these services.

Designated Contact

The Vendor shall appoint a person or persons to act as a primary contact for the County. This designated contact shall be readily available Monday through Friday from 8:00 A.M. to 5:00 P.M. by phone or in person, and shall be knowledgeable of the terms and procedures related to this Agreement.

Delivery

There shall be no minimum order required for delivery and no additional fees shall be charged for any delivery.

EXHIBIT B Fee Schedule

SECTION 1: BUSINESS CARDS:

1. INCLUDES TYPESETTING
2. ROYAL RESOURCE NATURAL
3. WEIGHT - 80 COVER
4. PACKING - BOX
5. PROOF - REQUIRED

Ver 11/27/2016

QUANTITY	DELIVERED PRICE PER BOX OF 500	DELIVERED PRICE PER BOX OF 100
ONE SIDED, ONE COLOR, 2" X 3 1/2"	\$16.95	\$7.95
ONE SIDED, MULTICOLOR COLOR, 2" X 3 1/2"	\$16.95	\$7.95

THE COUNTY RESERVES THE RIGHT TO NEGOTIATE FOR ANY OTHER CARDS TO BE PRINTED.

SECTION 2: LETTERHEAD AND ENVELOPES:

A. NATURAL ROYAL RESOURCE WRITING PAPER

1. INCLUDES PRINTING
2. INCLUDES SET-UP
3. ONE COLOR
4. SHRINK WRAP
5. 8 1/2 X 11 LETTERHEAD
6. 24 lbs.

QUANTITY	PRICE
500	\$49.95
1000	\$79.95
2000	\$99.95
3000	\$149.95
4000	\$199.95
5000	\$239.95
10,000	\$339.95

EXHIBIT B Fee Schedule

B. NATURAL ROYAL RESOURCE WRITING PAPER (FURNISHED BY LEE COUNTY) PRINTING ONLY

1. INCLUDES PRINTING
2. INCLUDES SET-UP
3. ONE COLOR
4. SHRINK WRAP

QUANTITY	PRICE
500	\$20.00
1000	\$40.00
2000	\$80.00
3000	\$120.00
4000	\$150.00
5000	\$180.00
10,000	\$250.00

C. NATURAL ROYAL RESOURCE WRITING ENVELOPES

1. INCLUDES PRINTING
2. INCLUDES SET-UP
3. ONE COLOR
4. NO. 10/24 LB

QUANTITY	PRICE
500	\$99.95
1000	\$129.95
2000	\$199.95
3000	\$299.95
4000	\$399.95
5000	\$499.95
10,000	\$799.95

EXHIBIT B
Fee Schedule

D. WHITE WOVE ENVELOPES

1. NO. 10 WINDOW
2. INCLUDES SET-UP
3. ONE COLOR

QUANTITY	PRICE
500	\$49.95
1000	\$79.95
2000	\$99.95
3000	\$129.95
4000	\$179.95
5000	\$199.95
10,000	\$279.95

E. WHITE WOVE ENVELOPES

1. NO. 10 NO WINDOW
2. INCLUDES SET-UP
3. ONE COLOR

QUANTITY	PRICE
500	\$39.95
1000	\$69.95
2000	\$89.95
3000	\$109.95
4000	\$149.95
5000	\$169.95
10,000	\$249.95

THE COUNTY RESERVES THE RIGHT TO NEGOTIATE FOR ANY OTHER PRINTING SERVICES.

EXHIBIT B
Fee Schedule

SECTION 3:

A. BROCHURE 8 1/2 X 11

QUANTITY	DESCRIPTION	PRICE
250	ONE COLOR, SINGLE FOLD	\$39.95
500	ONE COLOR, SINGLE FOLD	\$59.95
1000	ONE COLOR, SINGLE FOLD	\$99.95
2000	ONE COLOR, SINGLE FOLD	\$129.95
5000	ONE COLOR, SINGLE FOLD	\$199.95
EACH ADDITIONAL 1,000	ONE COLOR, SINGLE FOLD	\$39.95
250	TWO COLOR, SINGLE FOLD	\$39.95
500	TWO COLOR, SINGLE FOLD	\$59.95
1000	TWO COLOR, SINGLE FOLD	\$99.95
2000	TWO COLOR, SINGLE FOLD	\$129.95
5000	TWO COLOR, SINGLE FOLD	\$199.95
EACH ADDITIONAL 1,000	TWO COLOR, SINGLE FOLD	\$39.95
250	THREE COLOR, SINGLE FOLD	\$39.95
500	THREE COLOR, SINGLE FOLD	\$59.95
1000	THREE COLOR, SINGLE FOLD	\$99.95
2000	THREE COLOR, SINGLE FOLD	\$129.95
5000	THREE COLOR, SINGLE FOLD	\$199.95
EACH ADDITIONAL 1,000	THREE COLOR, SINGLE FOLD	\$39.95
250	FOUR COLOR, SINGLE FOLD	\$59.95
500	FOUR COLOR, SINGLE FOLD	\$79.95

EXHIBIT B
Fee Schedule

1000	FOUR COLOR, SINGLE FOLD	\$129.95
2000	FOUR COLOR, SINGLE FOLD	\$199.95
5000	FOUR COLOR, SINGLE FOLD	\$299.95
EACH ADDITIONAL 1000	FOUR COLOR, SINGLE FOLD	\$59.95

THE COUNTY RESERVES THE RIGHT TO NEGOTIATE FOR ANY OTHER PRINTING SERVICES.

SECTION 3:

TOTAL \$ \$2,538.80

DELIVERY:

STOCK: 1-7 WORKING DAYS

NON STOCK: 2-10 WORKING DAYS

EXHIBIT C
Insurance Requirements



LEE COUNTY
SOUTHWEST FLORIDA

Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL) or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

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

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

*The required minimum limit of liability shown in a. and b. may be provided in the form of

"Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form

EXHIBIT C
Insurance Requirements

Endorsement” will be required on the “Excess Insurance Policy” or “Commercial Umbrella Policy.”

Verification of Coverage:

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

- a. The certificate holder shall read as follows:

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

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

Special Requirements:

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



LEE COUNTY
SOUTHWEST FLORIDA

Advertise Date: Friday, September 22, 2017

**Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT**

INVITATION TO BID (B)

Solicitation No.: **B170364KLC**
Solicitation Name: **Contract Printing**
Open Date/Time: **10/24/2017** Time: **2:30 PM**
Location: **Lee County Procurement Management
1500 Monroe Street 4th Floor
Fort Myers, FL 33901**
Procurement Contact: **Kathy Ciccarelli** Title **Procurement Analyst**
Phone: **(239) 533-8881** Email: **kciccarelli@leegov.com**
Requesting Dept. **Choose an item.**

Pre-Bid Conference:

Type: **No meeting scheduled at this time**

**All solicitation documents are available for download at
www.leegov.com/procurement**

Electronic bidding is coming! Visit www.leegov.com/bid to stay informed



LEE COUNTY
SOUTHWEST FLORIDA

Advertisement Date: 9/22/2017

Notice to Bidder

Invitation to Bid #B170364KLC Contract Printing

Invitation to Bid (B)

Lee County, Florida, is requesting bids from qualified individuals/firms for:

Contract Printing

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their Bids, pertinent to this project prior to

2:30 PM Tuesday, October 24, 2017

to the office of the **Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Work/Specifications for this solicitation is available from www.leegov.com/procurement. Bidders who obtain Scope of Work/Specifications from sources other than www.leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.leegov.com/procurement. It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Kathy Ciccarelli kciccarelli@leegov.com

Sincerely,

Mary G. Tucker, CPPO, FCCM, FCCN
Procurement Management Director

*WWW.leegov.Com/Procurement is the County's official posting site

Terms and Conditions INVITATION TO BID (B)

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract Agreement/Contract. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. In resolving conflicts, errors, and discrepancies, the order of precedence of the bid document is as follows
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 2.1.2. Lee County Procurement Management Manual and Ordinances
 - 2.1.3. Change Order
 - 2.1.4. Agreement
 - 2.1.5. Addenda
 - 2.1.6. Special Conditions
 - 2.1.7. Detailed Scope of Work/Specifications
 - 2.1.8. Supplemental Information, if any
 - 2.1.9. Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Management Manual
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records. Sealed bids, proposals or replies received by the agency pursuant to a solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the State Constitution until such

time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals or final replies, whichever is earlier.

- 3.1.3. FL § 215 regarding scrutinized companies and business operations.
- 3.1.4. FL § 218 Public Bid Disclosure Act.
- 3.1.5. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
- 3.1.6. FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
- 3.1.7. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax Account:** As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.
- 3.3. **License(s):** Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.

4. BID – PREPARATION OF SUBMITTAL

- 4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):
 - 4.1.1. Marked with the words "Sealed Bid"
 - 4.1.2. Bid Number
 - 4.1.3. Bid Title
 - 4.1.4. Bid Due Date
 - 4.1.5. Name of the firm submitting the bid
 - 4.1.6. Contact e-mail and telephone number
- 4.2. **Bid submission shall include:**
 - 4.2.1. Provide two (2) hard copies. Mark each: one "Original", one "Copy"
 - 4.2.2. Provide one (1) electronic CD ROM or flash drive set of the entire submission documents.
 - 4.2.3. Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
 - 4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
 - 4.2.5. Use rewritable CD ROM and do not lock files.
- 4.3. **Submission Format:**
 - 4.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable please return with "Not Applicable" or "N/A" in large letters across the form.
 - 4.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
 - 4.3.3. Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
 - 4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the CD ROM or Flash drive.
 - 4.3.5. The submission should not contain links to other web pages.
 - 4.3.6. Include any information requested by the County necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
 - 4.3.7. Bid Security/Bond(s), as applicable (Construction projects)
- 4.4. **Preparation Cost:** The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.

5. RESPONSES RECEIVED LATE

- 5.1. It shall be the Bidder's sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated. All references to date and time herein reference Lee County, FL local time.

- 5.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder's request and expense.
- 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

6. BIDDER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible:** Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.
 - 6.1.1. Bids may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on the disclosure form. Additionally, bidders may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the bidder to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
 - 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.3. Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.
- 6.2. **BID--Past Performance:** Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.
- 6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.

7. PRE-BID CONFERENCE

- 7.1. A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-bid conference, as applicable.
- 7.2. **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each Bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**
- 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, 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. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. NEGOTIATED ITEMS

- 11.1. Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful bidder.
- 11.2. After award of this bid, the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 11.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.

12. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 12.1. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

13. CONFIDENTIALITY

- 13.1. Bidders should be aware that all submissions provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 FL §.
- 13.2. If information is submitted with a bid that is deemed "Confidential" the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.
- 13.3. 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. According to FL § 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

14. BID -- CONFLICT OF INTEREST

- 14.1. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

15. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 15.1. Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer maybe declared non-responsible.**

16. DRUG FREE WORKPLACE

- 16.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs as defined in accordance with Section 287.087, FL §.

17. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 17.1. The County encourages the use of Disadvantaged Business Enterprise Bidder(s) as defined and certified by the State of Florida Department of Transportation (DBE).
- 17.2. As requested in the required forms the Bidder is required to indicate whether they and/or any proposed sub-contractor(s) are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms, as defined and certified by the State of Florida Office of Supplier Diversity (Minority), are encouraged to respond.

18. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 18.1. The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 18.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.

- 18.3. The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 18.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

19. LOCAL BIDDER'S PREFERENCE

- 19.1. The Lee County Local Bidder's Preference Ordinance No. 08-26 is being 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 Contractor/Vendor" in an amount not to exceed 3% of the total amount bid by that firm.
- 19.2. "Local Contractor/Vendor" as noted in Ordinance No. 08-26, or revision thereof, shall be defined as:
 - 19.2.1. Any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, FloridaOR
 - 19.2.2. Any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

20. SUB-CONTRACTOR

- 20.1. The use of sub-contractors under this solicitation requires prior written authorization from the County representative.

21. BID - PROJECT GUIDELINES (as applicable)

- 21.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
 - 21.1.1. No amount of work is guaranteed upon the execution of an Agreement/Contract.
 - 21.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
 - 21.1.3. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 21.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
 - 21.1.5. Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.
 - 21.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

22. BID -- TIEBREAKER

- 22.1. Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders the following steps will be taken to establish the award to the lowest bidder. This method shall be used for all ties.
 - 22.1.1. Step 1 Local Bidder: Between a local business, and a non-local business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local business. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.

- 22.1.2. Step 2 Drug Free Workplace: At the conclusion of step 1 if all is equal, the vendor with a Drug Free Workplace program shall be given preference, over a vendor with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program. In order to have a drug free workplace program, a business shall comply with the requirements of FL § 287.087.
- 22.1.3. Step 3 Coin Flip: At the conclusion of Step 1, and Step 2 if all is equal, the contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.
- 22.2. When the tie has been determined the contract award, or the first opportunity to negotiate, as applicable, shall be made.
- 22.3. If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of next lowest bidder.

23. WITHDRAWAL OF BID

- 23.1. No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 23.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.
- 23.3. After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
 - 23.3.1. The bidder acted in good faith in submitting the bid,
 - 23.3.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,
 - 23.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and
 - 23.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

24. PROTEST RIGHTS

- 24.1. Any bidder that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.
- 24.2. "Decisions" are posted on the Lee County Procurement Management Division website. Bidders are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)
- 24.3. Refer to the "Bid/Proposal Protest Procedure" section of the Lee County "Contracts Manual" for the complete protest process and requirements. The Manual is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 24.4. In order to preserve the right to protest, a written "**Notice Of Intent To File A Protest**" must be filed with the **Lee County Procurement Management Director by 4:00 PM on the 3rd working day after the decision affecting your rights is posted on the Lee County website.**
 - 24.4.1. The notice must clearly state the basis and reasons for the protest.
 - 24.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time will be granted for mailing.
- 24.5. To secure the right to protest a "**Protest Bond**" and written "**Formal Protest**" document must be filed **within 10 calendar days** after the date of "**Notice of Intent to File a Protest**" is received by the Procurement Management Director.
- 24.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of the right to protest and bar any resulting claims.**

25. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 25.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

26. CONTRACT ADMINISTRATION

26.1. Designated Contact:

- 26.1.1. The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 26.1.2. Lee County requires that the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

26.2. BID – Term: (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 26.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual Agreement/Contract of both parties.**
- 26.2.2. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
- 26.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

26.3. BID – Basis of Award:

- 26.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
- 26.3.2. In the event the lowest responsive and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsive and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
- 26.3.3. The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsive and responsive bidder(s) within the category chosen for basis of award.
- 26.3.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.

26.4. Agreement/Contracts/Contracts:

- 26.4.1. The awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.

26.5. Records:

- 26.5.1. Retention: The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 26.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 26.5.2.1. Keep and maintain public records required by the County to perform the service.
- 26.5.2.2. Upon request from the County's custodian of public records, 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 or as otherwise provided by law.
- 26.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and following completion of the contract if the contractor does not transfer the records to the County.

- 26.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

- 26.5.3. Public Record: **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, <http://www.leegov.com/publicrecords>.**

- 26.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.

26.6. Termination:

- 26.6.1. Any Agreement/Contract as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
- 26.6.2. The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)
- 26.6.3. Any bidder who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 26.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
- 26.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
- 26.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (FL §215.473);
- 26.6.4.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);
- 26.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)
- 26.6.4.5. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

27. WAIVER OF CLAIMS

- 27.1. Once this contract expires, or final payment has been requested and made, the awarded bidder shall have waived any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this Agreement/Contract.

28. LEE COUNTY PAYMENT PROCEDURES

- 28.1. Unless otherwise noted, all vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 28.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.
- 28.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 28.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

29. MATERIAL SAFETY DATA SHEETS (MSDS) (as applicable)

- 29.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

30. DEBRIS DISPOSAL (as applicable)

- 30.1. Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

31. SHIPPING (as applicable)

- 31.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidders responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 31.2. The materials and/or services delivered under the bid shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

32. INSURANCE (AS APPLICABLE)

- 32.1. Insurance shall be provided by the awarded bidder/vendor. Prior to execution of the Agreement/Contract a certificate of insurance (COI) complying with the bid documents shall be provided by the bidder/vendor.

End of Terms and Conditions Section

INSURANCE GUIDE

Major Insurance Requirements



Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL) or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

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

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

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

Verification of Coverage:

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

- a. **The certificate holder shall read as follows:**

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

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

Special Requirements:

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

End of Insurance Guide Section

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

Multi-year Renewals: The successful bidder shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a two-year (2) period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the successful bidder at the time of extension or renewal for three (3), additional one (1) year periods.

2. Bidders should provide proof their product meets the recycled content requirement, as outlined in these bid specifications.

3. BIDDER/SUB-CONTRACTOR RELATIONSHIP

The prime bidder/contractor on a project may not also be listed as a sub-contractor to another firm submitting a bid for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-contractors may be listed on multiple submissions for the same solicitation.

End of Special Conditions Section

SCOPE OF WORK AND SPECIFICATIONS

The intent of this bid is for the purchase and delivery of printed items to include envelopes, brochures, business cards and four-color process printing items etc. on an as needed basis for the Lee County Board of County Commissioners.

Vendor charges for any additional items will be included in the price per unit.

Design, layout and composition assistance will be required on many jobs. There will be no charge for composition assistance.

All artwork either submitted or created for Lee County becomes the property of Lee County and must be returned to Lee County upon completion of the job.

BASIS OF AWARD

The basis of award for this bid will be either the low bidder overall (Grand Total) or awarded to multiple low bidders meeting all specification requirements. All items in each Section must be bid in order to qualify for award.

Lee County reserves the right to reject unbalanced bids

Lee County reserves the right, at the Procurement Director's discretion, not to award certain items listed.

NEGOTIATION

Lee County reserves the right to negotiate prices of printing items not listed in this bid. All the negotiated items will be covered by this bid.

REGULAR DEALER

Bids will be considered only from firms that qualify as a "regular dealer".

A "regular dealer" means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

REQUIRED SAMPLES

Lee County reserves the right to request samples of the products bid by a vendor. Upon request, the vendor shall supply the samples within 10 calendar days to Lee County Procurement. The requested samples shall be new and current production items at the time of this bid. All samples shall be clearly marked with vendor's name.

Proofs shall be submitted for all items requiring typesetting.

DELIVERY

There shall be no minimum dollar amount for delivery.

If your firm is out of the local calling area, it is required that you have a toll free number or that collect calls be accepted from Lee County for the placement of orders.

It is desired to have delivery of stock items within one (1) working day, and non-stock items within two (2) working days, from placement of an order. In the event of an emergency situation, same-day availability will be required. Lee County reserves the right to purchase materials on an emergency basis from other sources. In the space provided on the Invitation to Bid, specify your firm's delivery time frame for stock and non-stock items. Should the awarded vendor not be able to deliver the items in the time specified on the Invitation to Bid, Lee County reserves the right to purchase the items elsewhere.

The bidder further understands and agrees that failure to consistently deliver items within the time specified on the Invitation to Bid Form may be cause to disqualify a bidder at any time.

ORDERING

Lee County would like to be able to place orders on line through your website if available. If this service isn't available then ordering would be done through e-mails and faxing.

LEE COUNTY PAYMENT PROCEDURES

When preparing your invoices please make sure you indicate which section you are taking the pricing from. For example:

Contract Line Items:

Section 1 (500) one sided one color \$ _____

Negotiated Line Items:

1000 Booklets \$ _____

All vendors are required to mail an original invoice to:

Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure.

BACKORDERS

Backorders will generally be allowed, subject to the department's approval. Backorders must be held to a minimum. It is desired that 90% of backordered items be shipped within 3 business days after receipt of the first order.

PRICE ESCALATION/DE-ESCALATION

Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and only where verified to the satisfaction of the Department of Procurement Management as provided herein. **However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.**

The awarded vendor(s) shall not give less than 30 days advance written notice of a price increase to the Department of Procurement Management. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The vendor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the vendor. Documentation shall be supplied with vendor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase is being passed on to the vendor by others not under the control of the vendor. Failure by the vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The Department of Procurement Management may make such verification as deemed adequate. However, an increase, which the Department of Procurement Management determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract by the Department of Procurement Management. The Department of Procurement Management will notify using agencies and vendor in writing of the effective date of any increase, which is approved. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Vendor is further advised that price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

ASSIGNMENT OF THIS CONTRACT

The Contractor shall not assign, transfer or sub-contract any portion of this agreement unless prior permission is granted by County Representative.

GENERAL PAPER QUALITY

If at any time the quality of the paper provided by the vendor is such that it causes excessive "JAMMING" of County copier/printing equipment, then the vendor will be required to provide a substitute paper of equal or better quality than that specified, at the same price.

TECHNICAL SPECIFICATIONS:

All recycled carbonless papers bid shall be 20# bond basis weight containing 30% post consumer waste. Virgin fiber carbonless will be acceptable only if 30% recycled content stock is not available from the mills. All carbonless shall be black mark.

The paper and padding compound bid must be the same brand.

All above carbonless sets shall be pre-collated, black mark and in mill standard collations for two, three, four and five part.

ENVELOPES, RECYCLED:

Envelopes shall be manufactured with square corners and consistent uniform folding throughout. Substance of white wove 24 # basis weight shall be based on 500 sheets of the 17" x 22" industry basis size for bond weights. Fiber content of white wove paper shall be chemical cellulose derived from virgin fibers, pre-consumer recycled fibers, and a minimum of 30% post consumer recycled fibers. The minimum brightness shall be 92.

Envelopes shall be constructed with regular flaps and shall perform satisfactorily in automatic inserting and mailing equipment used by County departments.

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

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

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

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

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

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

Envelopes shall be supplied 500 per box; 2500 per carton. (The A2 and A6 envelopes may be supplied 250 per box; 1000 per carton.)

REQUIRED FORMS

INVITATION TO BID

These forms are required and should be submitted with all submissions. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package. **Note:** If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

<u>Form #</u>	<u>Title/Description</u>
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1	<i>Solicitation Response Form</i>
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All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all addenda and tax identification number have been provided.

1a	<i>Bid/Proposal Form</i>
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This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County

1b	<i>Business Relationship Disclosure Requirement (as applicable)</i>
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Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983))** to be completed and **returned with solicitation response**. It is the Bidder's responsibility to request form and disclose this relationship, failure to do so could result in being declared non-responsive. NOTICE: UNDER THE PROVISIONS OF FL § 112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.

2	<i>Affidavit Certification Immigration Laws</i>
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Form is acknowledgement that the Bidder is in compliance in regard to Immigration Laws.

3	<i>Reference Survey</i>
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Provide this form to a minimum of three references. **For Bids this form will be requested from the apparent low Bidder prior to the award.**

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information that the reference respondent is to provide a response for.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. A **minimum of 3 reference responses** are requested to be returned with bid or proposal package.
6. Failure to obtain reference surveys may make your company non-responsive.

4 Negligence or Breach of Contract Disclosure Form

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the Bidder has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have no litigation, enter "None" in the first "type of incident" block of the form. Please do not write N/A on this form.

5 Affidavit Principal Place of Business

Certifies Bidder's location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

6 Sub-Contractor List (as applicable)

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

7 Public Entity Crime Form

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

Bid/Proposal Label (Required)

Self explanatory. Please affix to the outside of the sealed submission documents.

Include any licenses or certifications requested (as applicable)

Local Business Tax Account (as applicable)

Bidder's responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)

Form 1 – Solicitation Response Form

V09/12/2016


**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

 Date Submitted: _____ Deadline Date: 10/24/2017

 SOLICITATION IDENTIFICATION: B170364KKC

 SOLICITATION NAME: Contract Printing

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

☐ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL **NOT NOTIFY**.

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -OR- (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. (a sample is attached for your reference)

1 **Collusion Statement:** Lee County, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

- 3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ **Business Relationship Applicable (request form)**

☐ **Business Relationship NOT Applicable**

- 4 Disadvantaged Business Enterprise (DBE) bidder/proposer? If yes, please attach a current certificate.

Yes

No

ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER, WITNESSED AND SEALED (AS APPLICABLE)

Company Name (Name printed or typed)

Authorized Representative Name (printed or typed)

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature



(Affix Corporate Seal, as applicable)

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

Detail by Entity Name**Florida Profit Corporation**

Bill's Widget Corporation

Filing Information

Document Number 655555
FEI/EIN Number 5111111111
Date Filed 09/22/1980
State FL
Status ACTIVE
Last Event AMENDED AND RESTATED ARTICLES
Event Date Filed 07/25/2006
Event Effective Date NONE

Principal Address

555 N Main Street
Your Town, USA 99999

Changed 02/11/2012

Verify either Principal or Mailing
address is on Form 1

Mailing Address

555 N Main Street
MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail**Name & Address****Title P**

President, First
555 AVENUE
Anytown, USA99999

Title V

President, Second
555 AVENUE
Anytown, USA99999

The corporate authorized representative executing the
documents must be authorized by member shown in this
section of the sunbiz.org printout)



LEE COUNTY
SOUTHWEST FLORIDA

Lee County Procurement Management
BID/PROPOSAL FORM

Company Name: _____

Solicitation # **B170364KLC** Solicitation Name **Contract Printing**

Having carefully examined the "Terms and Conditions", and the "Detailed Scope of Work", all of which are contained herein, propose to furnish the following which meet these specifications.

Term

Multi-year and Renewals

The successful Bidder shall be responsible for furnishing and delivering to the Lee County requesting Department commodity or services on an "as needed basis for a two-year (2) period or as specified in the Scope of Work as per specifications. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the County and the vendor at the time of the extension or renewal.

SECTION 1: **TOTAL \$** _____

SECTION 2: **TOTAL \$** _____

SECTION 3: **TOTAL \$** _____

GRAND TOTAL: SECTIONS 1, 2 AND 3 **TOTAL \$** _____

Amount
Written _____

SECTION 1: BUSINESS CARDS:

1. INCLUDES TYPESETTING
2. ROYAL RESOURCE NATURAL
3. WEIGHT – 80 COVER
4. PACKING – BOX
5. PROOF - REQUIRED

QUANTITY	DELIVERED PRICE PER BOX OF 500	DELIVERED PRICE PER BOX OF 100
ONE SIDED, ONE COLOR, 2" X 3 ½"		
ONE SIDED, MULTICOLOR COLOR, 2" X 3 ½"		

THE COUNTY RESERVES THE RIGHT TO NEGOTIATE FOR ANY OTHER CARDS TO BE PRINTED.

SECTION 1:

TOTAL \$ _____

SECTION 2: LETTERHEAD AND ENVELOPES:

A. NATURAL ROYAL RESOURCE WRITING PAPER

1. INCLUDES PRINTING
2. INCLUDES SET-UP
3. ONE COLOR
4. SHRINK WRAP
5. 8 ½ X 11 LETTERHEAD
6. 24 lbs.

QUANTITY	PRICE
500	
1000	
2000	
3000	
4000	
5000	
10,000	

B. NATURAL ROYAL RESOURCE WRITING PAPER (FURNISHED BY LEE COUNTY) PRINTING ONLY

1. INCLUDES PRINTING
2. INCLUDES SET-UP
3. ONE COLOR
4. SHRINK WRAP

QUANTITY	PRICE
500	
1000	
2000	
3000	
4000	
5000	
10,000	

C. NATURAL ROYAL RESOURCE WRITING ENVELOPES

1. INCLUDES PRINTING
2. INCLUDES SET-UP
3. ONE COLOR
4. NO. 10/24 LB

QUANTITY	PRICE
500	
1000	
2000	
3000	
4000	
5000	
10,000	

D. WHITE WOVE ENVELOPES

1. NO. 10 WINDOW
2. INCLUDES SET-UP
3. ONE COLOR

QUANTITY	PRICE
500	
1000	
2000	
3000	
4000	
5000	
10,000	

E. WHITE WOVE ENVELOPES

1. NO. 10 NO WINDOW
2. INCLUDES SET-UP
3. ONE COLOR

QUANTITY	PRICE
500	
1000	
2000	
3000	
4000	
5000	
10,000	

THE COUNTY RESERVES THE RIGHT TO NEGOTIATE FOR ANY OTHER PRINTING SERVICES.

SECTION 2:

TOTAL \$ _____

SECTION 3:**A. BROCHURE 8 1/2 X 11**

QUANTITY	DESCRIPTION	PRICE
250	ONE COLOR, SINGLE FOLD	
500	ONE COLOR, SINGLE FOLD	
1000	ONE COLOR, SINGLE FOLD	
2000	ONE COLOR, SINGLE FOLD	
5000	ONE COLOR, SINGLE FOLD	
EACH ADDITIONAL 1,000	ONE COLOR, SINGLE FOLD	
250	TWO COLOR, SINGLE FOLD	
500	TWO COLOR, SINGLE FOLD	
1000	TWO COLOR, SINGLE FOLD	
2000	TWO COLOR, SINGLE FOLD	
5000	TWO COLOR, SINGLE FOLD	
EACH ADDITIONAL 1,000	TWO COLOR, SINGLE FOLD	
250	THREE COLOR, SINGLE FOLD	
500	THREE COLOR, SINGLE FOLD	
1000	THREE COLOR, SINGLE FOLD	
2000	THREE COLOR, SINGLE FOLD	
5000	THREE COLOR, SINGLE FOLD	
EACH ADDITIONAL 1,000	THREE COLOR, SINGLE FOLD	
250	FOUR COLOR, SINGLE FOLD	
500	FOUR COLOR, SINGLE FOLD	

1000	FOUR COLOR, SINGLE FOLD	
2000	FOUR COLOR, SINGLE FOLD	
5000	FOUR COLOR, SINGLE FOLD	
EACH ADDITIONAL 1000	FOUR COLOR, SINGLE FOLD	

THE COUNTY RESERVES THE RIGHT TO NEGOTIATE FOR ANY OTHER PRINTING SERVICES.

SECTION 3:

TOTAL \$ _____

DELIVERY:

STOCK: _____ WORKING DAYS

NON STOCK: _____ WORKING DAYS

Form 2 – Affidavit Certification of Immigration Laws



LEE COUNTY
SOUTHWEST FLORIDA

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: B170364KLC SOLICITATION NAME: Contract Printing

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER/PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature

Title

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____
20____, by _____ who has produced

(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Form 3 Reference Survey



Lee County Procurement Management

REFERENCE SURVEY

Solicitation #B170364KLC

Contract Printing

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:				Bidder/Proposer:	
COMPANY:				Due Date:	
PHONE #:				Total # Pages: 1	
FAX #:				Phone #: Fax #:	
EMAIL:				Bidder/Proposer E-Mail:	
Section 2		Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Bidder/Proposer Name:					
Reference Project Name:		Project Address:		Project Cost:	
<p>You as an individual or your company has been given as a reference on the project identified above.</p> <p>Please provide your responses in section 3 below.</p>					
Section 3					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					
2. Were any problems encountered with the company's work performance?					
3. Were any change orders or contract amendments issued, other than owner initiated?					
4. Was the job completed on time?					
5. Was the job completed within budget?					
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)					
7. If the opportunity were to present itself, would you rehire this company?					
8. Please provide any additional comments pertinent to this company and the work performed for you:					

Section 4

Reference Name (Print)

Please submit non-Lee County employees as

Reference Signature



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years.

Please compete in chronological order with the most recent incident on starting on page 1.

Company Name: _____

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10 year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name** and write **"NONE"** in the first **"Type of Incident"** box of this page and return with your submission package. This form should also include the primary partners listed in your submission. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous. **Please do not modify this form (expansion of spacing allowed) or submit your own variation.**

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

Form 5 - Affidavit Principal Place of Business



LEE COUNTY

SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)

(Lee County Ordinance No. 08-26)

Location Identification (CCNA)

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer _____

Title _____

⇒

Authorized Signature _____

Date _____

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____

day of _____

20 _____

who has produced _____

_____ as identification (or personally known)

Type of ID and number _____

⇒

Notary Public Signature _____

Notary Commission Number and expiration _____

1. Principal place of business is located within the boundaries of: _____ Lee County
 _____ Collier County
 _____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years

____ Yes*

____ No

*If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract _____

6. Does your company have a Drug Free Workplace Policy

____ Yes

____ No

Form 6-Sub-contractor List



LEE COUNTY

SOUTHWEST FLORIDA

SUB-CONTRACTOR LIST

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (DBE) contractors, please attach a current certificate.

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Public Entity Crime Form

Page 2 of 2

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing)


who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, 2_____.

(NOTARY PUBLIC)

My Commission Expires: _____

Cut along the outer border and affix this label to
your sealed solicitation envelope to identify it as
a "Sealed Bid".

SEALED BID DOCUMENTS • DO NOT OPEN	
BID No.:	B170364KLC
BID TITLE:	Contract Printing
DATE DUE:	Tuesday, October 24, 2017
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	 (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 th Floor Fort Myers FL 33901
<i>Note: submissions received after the time and date above will not be accepted.</i>	



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

PLEASE PRINT CLEARLY



LEE COUNTY
SOUTHWEST FLORIDA

Original

Advertise Date: Friday, September 22, 2017

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

INVITATION TO BID (B)

Solicitation No.: B170364KLC
Solicitation Name: Contract Printing
Open Date/Time: 10/24/2017 Time: 2:30 PM
Location: Lee County Procurement Management
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
Procurement Contact: Kathy Ciccarelli Title Procurement Analyst
Phone: (239) 533-8881 Email: kciccarelli@leegov.com
Requesting Dept. Choose an item.

Pre-Bid Conference:

Type: No meeting scheduled at this time

All solicitation documents are available for download at
www.leegov.com/procurement

Electronic bidding is coming! Visit www.leegov.com/bid-to-stay-informed

Form 1 – Solicitation Response Form

V09/12/2016



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____ Deadline Date: 10/24/2017

SOLICITATION IDENTIFICATION: B170364KKC

SOLICITATION NAME: Contract Printing

COMPANY NAME: Strategy Marketing Group, Inc. dba/ Panther Printing

NAME & TITLE: (TYPED OR PRINTED) Jennifer & Joseph Namour

BUSINESS ADDRESS: (PHYSICAL) 11580 Marshwood Lane; Fort Myers, Florida 33908

CORPORATE OR MAILING ADDRESS: 11580 Marshwood Lane; Fort Myers, Florida 33908
☒ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG 11580 Marshwood Lane; Fort Myers, Florida 33908

E-MAIL ADDRESS: Joe@PantherPrinting.net

PHONE NUMBER: 239-936-5050 FAX 239-220-5080

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____
No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: 26-4136891

(1) Employer Identification Number -OT- (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. (a sample is attached for your reference)

1 **Collusion Statement:** Lee County, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

- 3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ Business Relationship Applicable (request form)

☒ Business Relationship NOT Applicable

- 4 Disadvantaged Business Enterprise (DBE) bidder/proposer? If yes, please attach a current certificate.

Yes No

ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER. WITNESSED AND SEALED (AS APPLICABLE)

Strategy Marketing Group, Inc. dba/ Panther Printing
Company Name (Name printed or typed)

Joseph N. Namour
Authorized Representative Name (printed or typed)

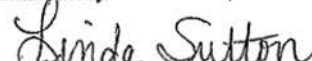
Vice President
Authorized Representative's Title (printed or typed)


Authorized Representative's Signature



(Affix Corporate Seal, as applicable)

Linda Sutton
Witnessed/Attested by: (Witness/Secretary name and title printed or typed)


Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.



LEE COUNTY
SOUTHWEST FLORIDA

Lee County Procurement Management
BID/PROPOSAL FORM

Company Name: _____

Solicitation # **B170364KLC** Solicitation Name **Contract Printing**

Having carefully examined the "Terms and Conditions", and the "Detailed Scope of Work", all of which are contained herein, propose to furnish the following which meet these specifications.

Term

Multi-year and Renewals

The successful Bidder shall be responsible for furnishing and delivering to the Lee County requesting Department commodity or services on an "as needed basis for a two-year (2) period or as specified in the Scope of Work as per specifications. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the County and the vendor at the time of the extension or renewal.

SECTION 1: TOTAL \$ \$49.80

SECTION 2: TOTAL \$ \$6,328.60

SECTION 3: TOTAL \$ \$2,538.80

GRAND TOTAL: SECTIONS 1, 2 AND 3 TOTAL \$ \$8,917.20

Amount

Written _____

SECTION 1: BUSINESS CARDS:

1. INCLUDES TYPESETTING
2. ROYAL RESOURCE NATURAL
3. WEIGHT – 80 COVER
4. PACKING – BOX
5. PROOF - REQUIRED

QUANTITY	DELIVERED PRICE PER BOX OF 500	DELIVERED PRICE PER BOX OF 100
ONE SIDED, ONE COLOR, 2" X 3 1/2"	\$16.95	\$7.95
ONE SIDED, MULTICOLOR COLOR, 2" X 3 1/2"	\$16.95	\$7.95

THE COUNTY RESERVES THE RIGHT TO NEGOTIATE FOR ANY OTHER CARDS TO BE PRINTED.

SECTION 1:

TOTAL \$ \$49.80

SECTION 2: LETTERHEAD AND ENVELOPES:

A. NATURAL ROYAL RESOURCE WRITING PAPER

1. INCLUDES PRINTING
2. INCLUDES SET-UP
3. ONE COLOR
4. SHRINK WRAP
5. 8 1/2 X 11 LETTERHEAD
6. 24 lbs.

QUANTITY	PRICE
500	\$49.95
1000	\$79.95
2000	\$99.95
3000	\$149.95
4000	\$199.95
5000	\$239.95
10,000	\$339.95

B. NATURAL ROYAL RESOURCE WRITING PAPER (FURNISHED BY LEE COUNTY) PRINTING ONLY

1. INCLUDES PRINTING
2. INCLUDES SET-UP
3. ONE COLOR
4. SHRINK WRAP

QUANTITY	PRICE
500	\$20.00
1000	\$40.00
2000	\$80.00
3000	\$120.00
4000	\$150.00
5000	\$180.00
10,000	\$250.00

C. NATURAL ROYAL RESOURCE WRITING ENVELOPES

1. INCLUDES PRINTING
2. INCLUDES SET-UP
3. ONE COLOR
4. NO. 10/24 LB

QUANTITY	PRICE
500	\$99.95
1000	\$129.95
2000	\$199.95
3000	\$299.95
4000	\$399.95
5000	\$499.95
10,000	\$799.95

D. WHITE WOVE ENVELOPES

1. NO. 10 WINDOW
2. INCLUDES SET-UP
3. ONE COLOR

QUANTITY	PRICE
500	\$49.95
1000	\$79.95
2000	\$99.95
3000	\$129.95
4000	\$179.95
5000	\$199.95
10,000	\$279.95

E. WHITE WOVE ENVELOPES

1. NO. 10 NO WINDOW
2. INCLUDES SET-UP
3. ONE COLOR

QUANTITY	PRICE
500	\$39.95
1000	\$69.95
2000	\$89.95
3000	\$109.95
4000	\$149.95
5000	\$169.95
10,000	\$249.95

THE COUNTY RESERVES THE RIGHT TO NEGOTIATE FOR ANY OTHER PRINTING SERVICES.

SECTION 2:

TOTAL \$ 6,328.60

SECTION 3:**A. BROCHURE 8 1/2 X 11**

QUANTITY	DESCRIPTION	PRICE
250	ONE COLOR, SINGLE FOLD	\$39.95
500	ONE COLOR, SINGLE FOLD	\$59.95
1000	ONE COLOR, SINGLE FOLD	\$99.95
2000	ONE COLOR, SINGLE FOLD	\$129.95
5000	ONE COLOR, SINGLE FOLD	\$199.95
EACH ADDITIONAL 1,000	ONE COLOR, SINGLE FOLD	\$39.95
250	TWO COLOR, SINGLE FOLD	\$39.95
500	TWO COLOR, SINGLE FOLD	\$59.95
1000	TWO COLOR, SINGLE FOLD	\$99.95
2000	TWO COLOR, SINGLE FOLD	\$129.95
5000	TWO COLOR, SINGLE FOLD	\$199.95
EACH ADDITIONAL 1,000	TWO COLOR, SINGLE FOLD	\$39.95
250	THREE COLOR, SINGLE FOLD	\$39.95
500	THREE COLOR, SINGLE FOLD	\$59.95
1000	THREE COLOR, SINGLE FOLD	\$99.95
2000	THREE COLOR, SINGLE FOLD	\$129.95
5000	THREE COLOR, SINGLE FOLD	\$199.95
EACH ADDITIONAL 1,000	THREE COLOR, SINGLE FOLD	\$39.95
250	FOUR COLOR, SINGLE FOLD	\$59.95
500	FOUR COLOR, SINGLE FOLD	\$79.95

Ver 11/07/2016

1000	FOUR COLOR, SINGLE FOLD	\$129.95
2000	FOUR COLOR, SINGLE FOLD	\$199.95
5000	FOUR COLOR, SINGLE FOLD	\$299.95
EACH ADDITIONAL 1000	FOUR COLOR, SINGLE FOLD	\$59.95

THE COUNTY RESERVES THE RIGHT TO NEGOTIATE FOR ANY OTHER PRINTING SERVICES.

SECTION 3:

TOTAL \$ \$2,538.80

DELIVERY:

STOCK: 1-7 WORKING DAYS

NON STOCK: 2-10 WORKING DAYS

2017 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P09000008178

Entity Name: STRATEGY MARKETING GROUP, INC.

Current Principal Place of Business:

11580 MARSHWOOD LANE
FORT MYERS, FL 33908

Current Mailing Address:

11580 MARSHWOOD LANE
FORT MYERS, FL 33908 US

FEI Number: 26-4136891

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NAMOUR, JOSEPH N
11580 MARSHWOOD LANE
FORT MYERS, FL 33908 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P,VP
Name NAMOUR, JENNIFER L
Address 18340 CREEK DRIVE
City-State-Zip: FORT MYERS FL 33908

Title S,T
Name NAMOUR, JOSEPH N
Address 18340 CREEK DRIVE
City-State-Zip: FORT MYERS FL 33908

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JENNIFER NAMOUR

PRESIDENT

01/10/2017

Electronic Signature of Signing Officer/Director Detail

Date

Form 2 - Affidavit Certification of Immigration Laws



LEE COUNTY
SOUTHWEST FLORIDA

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: B170364KLC SOLICITATION NAME: Contract Printing

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

BIDDER/PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Strategy Marketing Group, Inc. dba/ Panther Printing

[Signature] Joseph N. Namour - V.P. October , 2017
Signature Title Date

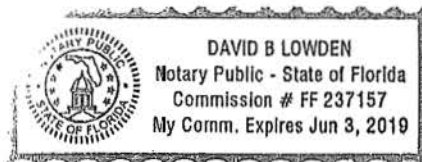
STATE OF Florida
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 24th day of October 2017, by Joseph Namour Namour who has produced
(Print or Type Name)

Florida Drivers License as identification.
(Type of Identification and Number)

[Signature]
Notary Public Signature

David B Lowden
Printed Name of Notary Public



FF 237157 6-3-2019
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Form 3 Reference Survey



Lee County Procurement Management

REFERENCE SURVEY

Solicitation #B170364KLC

Contract Printing

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:		Shelli Halper		Bidder/Proposer: Strategy Marketing Group, Inc.	
COMPANY:		Naples Transportation & Tours		Dbal/ Panther Printing	
PHONE #:		239-405-2366		Due Date: 10/24/2017	
FAX #:		N/A		Total # Pages: 1	
EMAIL:		shelli22@embarqmail.com		Phone #: 239-936-5050 Fax #: 239-220-5080	
				Bidder/Proposer E-Mail: Joe@PantherPrinting.net	
Section 2		Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Bidder/Proposer Name:		Strategy Marketing Group, Inc. Dbal/ Panther Printing			
Reference Project Name:		Project Address:		Project Cost:	
Various Printing Projects & Materials		11580 Marshwood Ln; Fort Myers, FL			
Comments:					
Panther Printing has produced large quantities of Maps and Magazines for us, ranging in quantity from 5,000 to 15,000 at a time.					
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.					
Section 3					Indicator: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					Yes
2. Were any problems encountered with the company's work performance?					No
3. Were any change orders or contract amendments issued, other than owner initiated?					No
4. Was the job completed on time?					Yes
5. Was the job completed within budget?					Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)					10
7. If the opportunity were to present itself, would you rehire this company?					Yes
8. Please provide any additional comments pertinent to this company and the work performed for you: Panther Printing provides excellent quality, service, and low prices for the local lee-county area, and has done so for several years.					

Section 4	
Reference Name (Print)	Shelli Halper
Reference Signature	
Please submit non-Lee County employees as	

Form 3 Reference Survey

Lee County Procurement Management

REFERENCE SURVEYLEE COUNTY
SOUTHWEST FLORIDA

Solicitation # B170364KLC

Contract Printing

Section 1 Reference Respondent Information		Please return completed form to:	
FROM:	Mona Hilton	Bidder/Proposer:	Strategy Marketing Group, Inc. Dba/ Panther Printing
COMPANY:	Genesis Global Technologies	Due Date:	10/24/2017
PHONE #:	239-337-2667	Total # Pages:	1
FAX #:	239-337-4641	Phone #:	239-936-5050
EMAIL:	monah@genesistgt.com	Fax #:	239-220-5080
		Bidder/Proposer E-Mail:	Joe@PantherPrinting.net
Section 2 Enter Bidder/Proposer Information, as applicable. Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent).			
Bidder/Proposer Name: Strategy Marketing Group, Inc. Dba/ Panther Printing			
Project Name: Various Printing Projects & Materials		Project Address: 11580 Marshwood Ln; Fort Myers, FL	
Project Cost:			
<p>Over the years, we have used Panther Printing for the printing of flyers, brochures, business cards, and several other custom-printed products and materials</p>			
<p>You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.</p>			
Section 3			Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?			Yes
2. Were any problems encountered with the company's work performance?			No
3. Were any change orders or contract amendments issued, other than owner initiated?			No
4. Was the job completed on time?			Yes
5. Was the job completed within budget?			Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)			10
7. If the opportunity were to present itself, would you rehire this company?			Yes
8. Please provide any additional comments pertinent to this company and the work performed for you:			
Panther Printing provides excellent quality, service, and low prices for the local lee-county area, and has done so for several years.			

Section 4

Mona Hilton

Reference Name (Print)

Please submit non-Lee County employees as

Mona G. Hilton

Reference Signature

Form 3 Reference Survey

Lee County Procurement Management



LEE COUNTY
SOUTHWEST FLORIDA

REFERENCE SURVEY

Solicitation #B170364KLC

Contract Printing

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:	Jay Groesser			Bidder/Proposer:	Strategy Marketing Group, Inc. Db/ Panther Printing
COMPANY:	Double Eagle Advertising			Due Date:	10/24/2017
PHONE #:	239-671-3937			Total # Pages:	1
FAX #:	N/A			Phone #:	239-936-5050
EMAIL:	Doubleeagleadvertising@yahoo.com			Fax #:	239-220-5080
				Bidder/Proposer E-Mail:	Joe@PantherPrinting.net
Section 2					
Enter Bidder/Proposer Information, as applicable. Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)					
Bidder/Proposer Name:		Strategy Marketing Group, Inc. Db/ Panther Printing			
Reference Project Name:		Project Address:		Project Cost:	
Various Printing Projects & Materials		11580 Marshwood Ln, Fort Myers, FL			
<p>as Panther Printing was used for the production of several different productions such as business cards, postcards, envelopes, flyers, brochures, and other printed materials.</p>					
<p>You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.</p>					
Section 3					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					Yes
2. Were any problems encountered with the company's work performance?					No
3. Were any change orders or contract amendments issued, other than owner initiated?					No
4. Was the job completed on time?					Yes
5. Was the job completed within budget?					Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)					10
7. If the opportunity were to present itself, would you rehire this company?					Yes
8. Please provide any additional comments pertinent to this company and the work performed for you:					
Panther Printing provides excellent quality, service, and low prices for the local lee-county area, and has done so for several years.					

Section 4
Jay Groesser

Reference Name (Print)

Please submit non-Lee County employees as

Reference Signature

Form 3 Reference Survey



Lee County Procurement Management

REFERENCE SURVEY

Solicitation # B170364KLC

Contract Printing

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:		Damian Hanley		Bidder/Proposer: Strategy Marketing Group, Inc.	
COMPANY:		Damian Hanley Productions		Due Date: 10/24/2017	
PHONE #:		239-989-3383		Total # Pages: 1	
FAX #:		N/A		Phone #: 239-936-5050 Fax #: 239-220-5080	
EMAIL:		damianpatrick@gmail.com		Bidder/Proposer E-Mail: Joe@PantherPrinting.net	
Section 2 Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)					
Bidder/Proposer Name: Strategy Marketing Group, Inc. DbA/ Panther Printing					
Project Name:		Project Address:		Project Cost:	
Various Printing Projects & Materials		11580 Marshwood Ln; Fort Myers, FL			
<p>Over the past several years, we have used Panther Printing for the production of booklets, catalogs, calendars, postcards, envelopes, flyers, brochures, and even very elaborate marketing materials.</p>					
<p>You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.</p>					
Section 3					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					Yes
2. Were any problems encountered with the company's work performance?					No
3. Were any change orders or contract amendments issued, other than owner initiated?					No
4. Was the job completed on time?					Yes
5. Was the job completed within budget?					Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)					10
7. If the opportunity were to present itself, would you rehire this company?					Yes
8. Please provide any additional comments pertinent to this company and the work performed for you:					
Panther Printing provides excellent quality, service, and low prices for the local lee-county area, and has done so for several years.					

Section 4

Damian Hanley

Reference Name (Print)

Please submit non-Lee County employees as

Reference Signature

Ver.11/07/2016

Form 3 Reference Survey



Lee County Procurement Management

REFERENCE SURVEY

Solicitation # B170364KLC

Contract Printing

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:	John Traweek			Bidder/Proposer:	Strategy Marketing Group, Inc.
COMPANY:	Traweek Advertising/Printing			Due Date:	10/24/2017
PHONE #:	239-770-5808			Total # Pages:	1
FAX #:	N/A			Phone #:	239-936-5050
EMAIL:	Traweek986@gmail.com			Fax #:	239-220-5080
				Bidder/Proposer E-Mail:	Joe@PantherPrinting.net
Section 2					
Enter Bidder/Proposer Information, as applicable. Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)					
Bidder/Proposer Name: Strategy Marketing Group, Inc. Db/ Panther Printing					
Project Name:		Project Address:		Project Cost:	
Various Printing Projects & Materials		11580 Marshwood Ln; Fort Myers, FL			
<p>Comments: We use Panther Printing for weekly Postcard Printing and Mailing and also use them for a variety of different flyers, brochures, and business cards</p>					
<p>You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.</p>					
Section 3					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					Yes
2. Were any problems encountered with the company's work performance?					No
3. Were any change orders or contract amendments issued, other than owner initiated?					No
4. Was the job completed on time?					Yes
5. Was the job completed within budget?					Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)					10
7. If the opportunity were to present itself, would you rehire this company?					Yes
8. Please provide any additional comments pertinent to this company and the work performed for you:					
Panther Printing provides excellent quality, service, and low prices for the local Lee County area, and has done so for several years.					

Section 4

John Traweek

Reference Name (Print)

Please submit non-Lee County employees as

Reference Signature



LEE COUNTY
SOUTHWEST FLORIDA

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years.

Please complete in chronological order with the most recent incident on starting on page 1.

Company Name: Strategy Marketing Group, Inc. Db/ Panther Printing

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>
None							

Make as many copies of this sheet as necessary in order to **provide a 10 year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name** and write **"NONE"** in the first **"Type of Incident"** box of this page and return with your submission package. This form should also include the primary partners listed in your submission. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous. **Please do not modify this form (expansion of spacing allowed) or submit your own variation.**

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.

Form 5 - Affidavit Principal Place of Business



LEE COUNTY

SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)
(Lee County Ordinance No. 08-26)
Location Identification (CCNA)

Instructions: Please complete all information that is applicable to your firm

Company Name: Strategy Marketing Group, Inc. Db/ Panther Printing

Joseph N. Namour
Printed name of authorized signer

Vice President
Title

[Signature]
Authorized Signature

10/24/17
Date

The signer of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:

State of Florida

County of LEE

The foregoing instrument was signed and acknowledged before me this

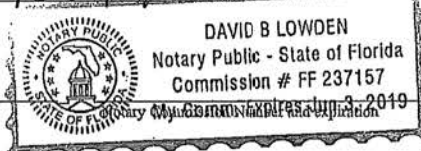
24th day of October

2017 Joseph Namour Namour who has produced

Florida Drivers License N560 494 65 4040 as identification (or personally known)

[Signature]
Notary Public Signature

Type of ID and number



6-3-2019

1. Principal place of business is located within the boundaries of: ☒ Lee County
☐ Collier County
☐ Non-Local

Local Business Tax License #

#1002692

2. Address of Principal Place of Business:

11580 Marshwood Lane

Fort Myers, Florida 33908

3. Number of years at this location

17 years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years

☒ Yes* ☐ No

*If yes, attach contractual history for past 3 consecutive years Bid # R-120095

5. Number of available employees for this contract

37

6. Does your company have a Drug Free Workplace Policy

☒ Yes ☐ No

PRINCIPAL PLACE OF BUSINESS VERIFICATION

Submitted with Lee County Bid B17036KLC



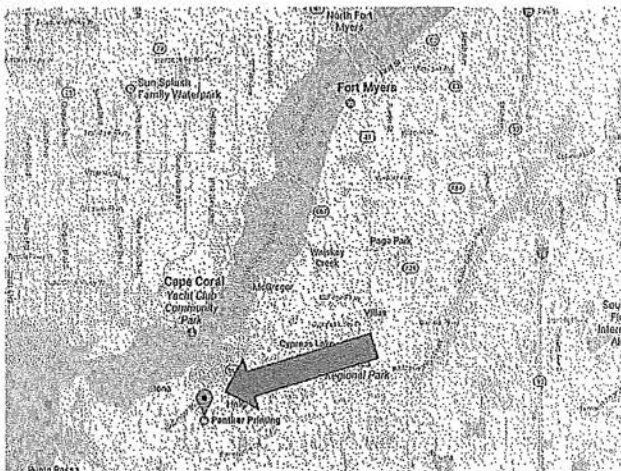
Panther Printing is physically located in Lee County, FL near the intersection of McGregor Blvd and Gladiolus, in a former roller-skating rink (that later became the distribution center for Chico's International).

Since 1995, the owners of Panther Printing have served the local area with over 100,000 printing orders.

Over the years, they have received numerous local, state, and national awards for high-quality printing and customer service.

Panther Printing has over 20,000 s.f. of the area's newest, largest, and fastest printing presses and offers digital variable-data and variable-image printing and complete direct-mail addressing and mailing.

With nearly 40 of the area's most highly-skilled printing professionals, Panther Printing is well equipped to handle any and all of the printing needs for Lee County Government.



Strategy Marketing Group, Inc. Dba/ Panther Printing
11580 Marshwood Lane; Fort Myers, Florida 33908
Phone: 239-936-5050 Fax: 239-220-5080

Form 6-Sub-contractor List



LEE COUNTY
SOUTHWEST FLORIDA

SUB-CONTRACTOR LIST

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total
None					

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (DBE) contractors, please attach a current certificate.

Recycled Content Certificate

This Certifies that Strategy Marketing Group, Inc. dba/ Panther Printing, a Florida Corporation, uses products with recycled content as outlined and required by Lee County Contract Printing Quote #B-170364KLC specifications.



In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officer and its Corporate Seal is to be hereunto affixed this 21st day of October, 2017.

A handwritten signature in black ink, consisting of a series of loops and flourishes, positioned above a horizontal line.

Guarantee

Guarantee

Strategy Marketing Group, Inc. dba/ Panther Printing

This Certificate hereby Guarantees that Strategy Marketing Group, Inc. dba/Panther Printing, a Florida Corporation, hereby warrants and guarantees Lee County Government, and all entities purchasing under the Formal Quotation for Contract Printing (#Q-120095), that all products produced under the contract bid pricing will be free of material or workmanship defects. In the event that any product is delivered in a defective state, either owing to material, manufacturing, workmanship, or delivery deficiencies, Panther Printing guarantees the prompt replacement of the product.



In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officer and its Corporate Seal is to be hereunto affixed this 21st day of October, 2017.

 10/21/17

DRUG-FREE WORKPLACE

This Certifies that Strategy Marketing Group, Inc. dba/ Panther Printing, a Florida Corporation is a Drug-Free Workplace and has Drug-Free Policies that are implemented, published, and enforced, as in keeping with the Florida Drug-Free Workplace Program.



In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officer and its Corporate Seal is to be hereunto affixed this 21st day of October, A.D. 2017



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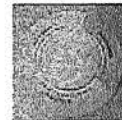


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"Are You Ready For Summer?" Brochures

Our Price
\$0.00



3E's Circle Brochures

Our Price
\$0.00



CW Kid's Club Brochures

Our Price
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Preschool Overview Brochures

Our Price
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Three's Overview Brochures

Our Price
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Twos Overview Brochures

Our Price
\$0.00

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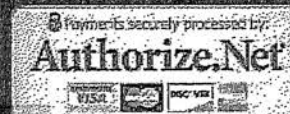
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especially for

LEE COUNTY PURCHASING

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Name
Title

Phone:
Fax:
Email:

Address Line #1
Address Line #2
City, State, Zip

View Price/Details

Business Cards - Standard Stock - Semi-Gloss Finish

Leave a lasting impression with custom business cards printed on standard card stock. Semi-gloss finish.

Semi-gloss finish is on both sides of the card.

Color: White

Safe, Trim, Bleed... what is this?

Variations:

2" h x 3.5" w single sided

2" h x 3.5" w single sided

2" h x 3.5" w double sided

3.5" h x 2" w single sided

3.5" h x 2" w double sided

Item Price \$0.11

Total \$26.40

Get a Quote

Place Order

Zoom: 100%

Drag

NEW!
Online
PRICING &
ORDERING
with
CUSTOMER
TEMPLATES
and
INSTANT
PROOFS!

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Lee County Board of County Commissioners
(Print name of the public entity)
by Joseph N. Namour / V.P.
(Print individual's name and title)
for Strategy Marketing Group, Inc. Dba/ Panther Printing
(Print name of entity submitting sworn statement)
whose business address is 11580 Marshwood Lane, Fort Myers, FL 33908
(If applicable) its Federal Employer Identification Number (FEIN) is 26-4136891
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

X Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Public Entity Crime Form

Page 2 of 2

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
(Signature)

10/4/17
(Date)

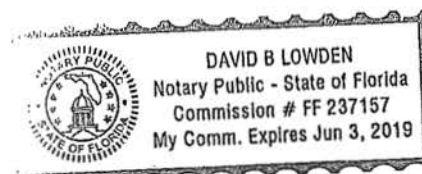
STATE OF Florida
COUNTY OF Lee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Joseph Namour Namour
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 24th day
of October, 2017.

[Signature]
(NOTARY PUBLIC)


My Commission Expires: 6-3-2019



Sealed Bid Label

**Cut along the outer border and affix this label to
your sealed solicitation envelope to identify it as
a "Sealed Bid".**

SEALED BID DOCUMENTS • DO NOT OPEN	
BID No.:	B170364KLC
BID TITLE:	Contract Printing
DATE DUE:	Tuesday, October 24, 2017
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	Strategy Marketing Group, Inc. Dba/ Panther Printing <small>(Name of Company)</small>
Joe@PantherPrinting.net <small>e-mail address</small>	239-936-5050 <small>Telephone</small>
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 th Floor Fort Myers FL 33901
<i>Note: submissions received after the time and date above will not be accepted.</i>	



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

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Florida Profit Corporation
STRATEGY MARKETING GROUP, INC.

Filing Information

Document Number P09000008178
FEI/EIN Number 26-4136891
Date Filed 01/27/2009
Effective Date 01/28/2009
State FL
Status ACTIVE

Principal Address

11580 MARSHWOOD LANE
FORT MYERS, FL 33908

Changed: 03/05/2010

Mailing Address

11580 MARSHWOOD LANE
FORT MYERS, FL 33908

Changed: 03/05/2010

Registered Agent Name & Address

NAMOUR, JOSEPH N
11580 MARSHWOOD LANE
FORT MYERS, FL 33908

Name Changed: 02/16/2011

Address Changed: 03/05/2010

Officer/Director Detail**Name & Address**

Title P,VP

NAMOUR, JENNIFER L
18340 CREEK DRIVE
FORT MYERS, FL 33908

Title S,T

NAMOUR, JOSEPH N
18340 CREEK DRIVE
FORT MYERS, FL 33908

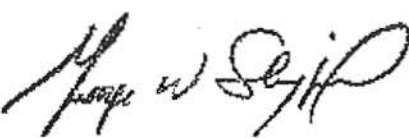
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01/10/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
02/09/2015 -- ANNUAL REPORT	View image in PDF format
01/14/2014 -- ANNUAL REPORT	View image in PDF format
02/13/2013 -- ANNUAL REPORT	View image in PDF format
02/19/2012 -- ANNUAL REPORT	View image in PDF format
02/16/2011 -- ANNUAL REPORT	View image in PDF format
03/05/2010 -- ANNUAL REPORT	View image in PDF format
01/27/2009 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

ACORDTM CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YY) 05/23/18	
PRODUCER RIDER INSURANCE GROUP 9180 ESTERO PARK COMMONS BLVD ESTERO, FL 33928 Phone: (239) 992-9711 Fax: (239) 947-8076			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED STRATEGY MARKETING GROUP, INC. dba PANTHER PRINTING 11580 MARSHWOOD LANE FORT MYERS, FL 33908 Phone: (239) 936-5050			INSURERS AFFORDING COVERAGE INSURER A: Lloyd's of London (AIIN: AA1122000) INSURER B: INSURER C: INSURER D: INSURER E:			
COVERAGE						
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	MERCFL012944	05/23/2018	05/23/2019	EACH OCCURRENCE	\$ 1,000,000
	FIRE DAMAGE (Any one fire)				\$ 100,000	
	MED EXP (Any one person)				\$ 5,000	
	PERSONAL AND ADV INJURY				\$ Excluded	
	GENERAL AGGREGATE				\$ 2,000,000	
	PRODUCTS - COMP/OP AGG	\$ Included				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"						
CERTIFICATE HOLDER		X	ADDITIONAL INSURED: INSURED LETTER:		A CANCELLATION	
Lee County BOCC P.O. Box 398 Fort Myers, FL 33902 Faxed to:			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION ON LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 			



CERTIFICATE OF LIABILITY INSURANCE

GSC
R054DATE (MM/DD/YYYY)
11/28/2017

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).

PRODUCER		CONTACT	
PAYCHEX INSURANCE AGENCY INC		NAME:	
210705 P: F: (888) 443-6112		PHONE (A/C, No, Ext):	
PO BOX 33015		FAX (A/C, No): (888) 443-6112	
SAN ANTONIO TX 78265		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC#	
		INSURER A: Twin City Fire Ins Co	
		29459	
INSURED		INSURER B:	
STRATEGY MARKETING GROUP INC DBA		INSURER C:	
PANTHER PRINTING		INSURER D:	
11580 MARSHWOOD LN		INSURER E:	
FORT MYERS FL 33908		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR JVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/>						EACH OCCURRENCE \$
	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/>	N/A		76 WEG JX4554	02/22/2017	02/22/2018	E.L. EACH ACCIDENT \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$100,000
							E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT MANAGEMENT
PO BOX 398
FORT MYERS, FL 33902

CANCELLATION

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

Susan L. Castaneda



STRAT-2

OP ID: KN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2017

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).

PRODUCER Olin Hill & Associates Inc. 2804 Del Prado Blvd. #107 Cape Coral, FL 33904 David Kennedy	239-945-1900	CONTACT NAME: David Kennedy PHONE (A/C, No, Ext): 239-945-1900 FAX (A/C, No): 239-945-3163 E-MAIL ADDRESS: davidk@olinhill.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Auto-Owners Insurance Company		18988
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Strategy Marketing Group Inc
Panther Printing
11580 Marshwood Ln
Fort Myers, FL 33908-3206

COVERAGES**CERTIFICATE NUMBER:****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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5001085700	10/06/2017	10/06/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

LEECO02

Lee County Board of County Commissioners
PO Box 398
Fort Myers, FL 33902-0398

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



Tessie Sillery
Collier County Board of County Commissioners TE.22
3295 Tamiami Trail E, Building C2
Attn: Accounts Payable
Naples FL 34112-5749

PROPOSAL	
No: 26496	Date: 04/11/18

SHIP TO:

Collier County Board of County Commissioners TE.22
3295 Tamiami Trail E, Building C2
Attn: Accounts Payable
Naples FL 34112-5749

USPS-Mail Entry Unit

Acct.No	Ordered by	Phone	P.O. No	Prepared by	Sales Rep	Ship By
19813	Tessie Sillery	252-5840	?	SCOTT x. 115	House	USPS-Mail Entry Unit
Quantity	Description					Price
6,500	(1) Letter 17" x 11" - 4/1 Black - 50# Offset/ Folded to #10 - Non Bid Item Bond: 50# Husky Wht 17 x 11 Front: Black + 3 Colors Back: Black + 3 Colors					643.85
6,500	(1) Variable Data (Numbered) Survey Letter - 8.5" x 11" - 1/1 Blk - 20# Bond - No Bleeds - Non Bid Item Bond: 20# House Bond (19 84 20) 11 x 8.5 Front: Black Back: Black					617.80
6,500	Trii-Fold Survey Letter (Non Bid Item)					46.50
6,500	#10 Reg. Envelope - 1/0 - 20# Bond(Cat. C .048ea x 6500 = \$312 Envelopes-Business: 24# WHITE WOVE-REGULAR - INV_2.5M #10 Front: Black					312.00
6,500	Insert into #10 Envelope w/Tri-folded Survey Sheet with 50 Cent Stamp(Cost Not Included)Applied/Ncoa Processing/Direct Address/Deliver to USPS(Postage not Included)-Non Bid Item					1,166.05
6,500	50 Cents each Charge for Survey Stamps- Payable before Start on Job					3,250.00
6,500	Estimated postage for Mailing \$.287each - Payable to USPS before Mailed					1,865.50

continued...



PRINTING | PUBLISHING | MAILING

Tessie Sillery
 Collier County Board of County Commissioners TE.22
 3295 Tamiami Trail E, Building C2
 Attn: Accounts Payable
 Naples FL 34112-5749

PROPOSAL

No: 26496

Date: 04/11/18

SHIP TO:

Page 2

Collier County Board of County Commissioners TE.22
 3295 Tamiami Trail E, Building C2
 Attn: Accounts Payable
 Naples FL 34112-5749

USPS-Mail Entry Unit

Acct.No	Ordered by	Phone	P.O. No	Prepared by	Sales Rep	Ship By
19813	Tessie Sillery	252-5840	?	SCOTT x. 115	House	USPS-Mail Entry Unit
Quantity	Description					Price
	<p>Panther Printing GUARANTEES all COLOR and QUALITY based upon your artwork and can provide HIGH-RES Veris Color Proofs and FREE Press Checks if you desire. All quotes are based on your specifications as delineated herein. Additional services not provided in these specifications may be billable. Typical TURNAROUND is 5 working days from approval for most orders. RUSH SERVICES ARE AVAILABLE. The HOURLY RATE for graphics work is \$60/HR. PLEASE REVIEW YOUR PROOFS CAREFULLY. Once approved, orders can not be cancelled and any reprints are billable. All orders are 10% over/under runs. Your acceptance of this proposal and the work contemplated by its terms shall be evidenced by your signature on the proposal or proof, receipt, or by physical delivery of the work delineated in the proposal, or order receipt, or invoice. By accepting this proposal, you agree to be bound by the Printing Trade Customs (available upon request).</p>					

QUOTES ARE GOOD FOR 30 DAYS ONLY - SUBJECT TO ARTWORK

Panther Panther | Publishing | Mailing · 11580 Marshwood Lane · Fort Myers FL 33908 · (239) 936-5050