

**AGREEMENT FOR DELIVERY SERVICES  
FOR LEE COUNTY LIBRARY SYSTEM**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Global Courier Services, Inc., a Florida corporation authorized to do business in the State of Florida, whose address is 5740 SW 59<sup>th</sup> Place, Miami, FL 33143, and whose federal tax identification number is 65-0716894, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase delivery services for the Lee County Library System from the Vendor in connection with "Annual - Delivery Service for Lee County Library System " (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B180005MRH on April 20<sup>th</sup>, 2018 (the "Solicitation"); and,

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

**WHEREAS**, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE**, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

**I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

**II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date, and shall continue until September 30, 2022. Upon mutual written Agreement of the parties, this Agreement may be renewed for one (1) additional one (1) year term. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

### **III. COMPENSATION AND PAYMENT**

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

### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.)

- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

**V. ADDITIONAL PURCHASES**

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

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

**VI. LIABILITY OF VENDOR**

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

**VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in

any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

#### **VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
  - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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

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

**IX. OWNERSHIP OF PRODUCTS**

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

**X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel

shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

#### **XI. COMPLIANCE WITH APPLICABLE LAW**

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

#### **XII. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

#### **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If

this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

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

#### **XIV. MISCELLANEOUS**

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

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

[The remainder of this page intentionally left blank.]



Vendor's Representative:

Name: Heriberto Cazan  
Title: President  
Address: 5740 SW 59th Place  
Miami, FL 33143  
Telephone: (954) 639-2827  
Facsimile: \_\_\_\_\_  
E-mail: tmoscatel@myglobalc  
ourier.com

County's Representatives:

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

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
  - 1. Agreement
  - 2. County's Purchase Order
  - 3. Solicitation No. B180005MRH
  - 4. Vendor's Submittal in Response to Solicitation No. B180005MRH

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

WITNESS:

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

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

**GLOBAL COURIER SERVICES, INC.**

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

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

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

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

*[Handwritten Signature]*  
\_\_\_\_\_  
FURGO MIRANDA

*[Handwritten Signature]*  
\_\_\_\_\_  
HENRI BENTO CAZANAS  
PRESIDENT  
4/30/20

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_

CHAIR

DATE: \_\_\_\_\_

*[Handwritten Signature]*  
\_\_\_\_\_  
6-23-20

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: \_\_\_\_\_

DEPUTY CLERK

*[Handwritten Signature]*  
\_\_\_\_\_

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

BY: \_\_\_\_\_

OFFICE OF THE COUNTY ATTORNEY

*[Handwritten Signature]*  
\_\_\_\_\_



11/15/2019 11:05:43 AM

**EXHIBIT A  
DETAILED SPECIFICATIONS**

**SCOPE OF WORK AND SPECIFICATIONS  
LEE COUNTY, FLORIDA**

**DETAILED SPECIFICATIONS  
FOR  
DELIVERY SERVICE FOR THE LEE COUNTY LIBRARY SYSTEM**

**1. SCOPE**

- 1.1. The purpose of this "Request for Bids" is to contract with a firm to perform pick-up and delivery services between the various Lee County libraries, Library Administration and Library Processing Center. Primarily, the awarded vendor shall be responsible for transporting books, paperwork, media equipment, etc. between the different library locations on a weekly schedule.
- 1.2. "Speedy Delivery" is not the main purpose of this service. Instead, the libraries are more interested in a consistent, accurate, flexible, and courteous delivery service.

**2. BASIS OF AWARD**

- 2.1. Award will be made to the overall low bidder of the primary routes, and who meets all specification requirements. Lee County reserves the right to determine who meets the specification requirements.
- 2.2. Lee County reserves the right, at the Director's discretion, not to award certain items on Attachments.
- 2.3. Lee County reserves the right to reject unbalanced bids (a bid where a normally low cost item is priced well out of normal range).

**3. LICENSES AND PERMITS AND BACKGROUND CHECKS**

- 3.1 All vendors must maintain all appropriate licenses, insurances/bonds, and permits that are required. Vendors may be required to present copies of all licenses, insurances/bonds and permits.
- 3.2 The awarded vendor will be required to perform background checks on all employees that will be working on this contract to Lee County Procurement Department, prior to project commencement/initiation. Background checks on any new employee(s) hired during the term of the contract or temporary employee(s) filling in for sickness or vacation of regular employee(s) must be provided to Lee County Procurement Management before the employee(s) will be allowed to work in the County's facility or on this contract.
- 3.3 Based on these background checks, the County reserves the right to ask the courier firm to remove an employee from working in any County facility.
- 3.4 If the awarded vendor does not comply at all times with the aforementioned requirements, it may be grounds for termination of the contract or removal from the County job.
- 3.5 Any charges incurred for these background checks, or other security requirements, are the sole responsibility of the Vendor.

**4. DESCRIPTION OF THE LIBRARIES AND ROUTES**

4.1. Given below is the current route schedule. The schedule is subject to change throughout the year depending on the Library's needs. There are currently two separate routes for all locations except Johann Fust Community Library. Each route requires a separate delivery truck and driver. Each route has a daily list of the particular locations, and the order in which they are to be serviced. The vendor shall not vary from these routes, as described, without authorization from the County.

**5. PRIMARY ROUTES:**

5.1 The order of this schedule is firm and may only be changed by or with prior approval from the County representative (Technical Services Manager, or Fiscal Manager, Lee County Library System)."

5.1.1. **Start and Finish of each route:** Library Processing Center

5.1.2. **One Stop per day Monday – Friday**

5.1.3. Library Administration

5.2. **One Stop per day Monday – Saturday**

East County Regional Library  
North Fort Myers Public Library  
Cape Coral Public Library  
\*\*\*Fort Myers Regional Library  
Bonita Springs Public Library  
South County Regional Library  
Lakes Regional Library  
Northwest Regional Library

5.3. **One Stop per Day Monday – Friday**

\*\*\*Talking Books Library

\*\*\* These will be two separate buildings at the same complex (Talking Books and Downtown Library)

5.4. **One Stop per day Tuesday - Saturday**

Captiva Memorial Library  
Pine Island Public Library  
Dunbar Jupiter Hammon Public Library  
Riverdale Branch Library

5.5. **One Stop weekly on Monday's and Wednesday's**

Lee County School Board Foundation – 2266 Second St, Ft. Myers, FL 33901

5.6. We May require one driver to transport boxes to a storage facility or County Administration. This will be done on an "on call" basis and will be done at the end of the driver's day, after he returns to Library Processing, unloads, etc.

Life Storage  
3780 Central Ave  
Fort Myers, FL 33901

County Administration  
2115 Second Street  
Fort Myers, FL 33901

**6. DELIVERY TIME FRAMES**

6.1. Each Route will start at Library Processing Center, in the A.M. and will finish by or before 4:30 P.M. at Library Processing Center. The delivery service can adjust their start time on a particular day to match the opening time at the library branches.

**7. MATERIALS PICK-UP AND DELIVERY LOG**

7.1. The County will provide a log for the awarded vendor to track all materials (boxes, totes, and all miscellaneous pieces) that are picked up and dropped off at each location. This required form will be turned in each month to Library Processing Center personnel.

**8. ADDITIONAL FUTURE ROUTES**

8.1. Lee County reserves the right to negotiate a reasonable rate for future locations, as necessary, over the term of the contract.  
8.2. Lee County reserves the right to negotiate additions or deletion of sites as necessary.

**9. EACH LOCATION'S ADDRESS AND CONTACT INFORMATION:**

Johann Fust Community Library:

Contact Person: Toni Vanover  
Address: 1040 West 10<sup>th</sup> Street, Boca Grande, FL33921  
Phone Number: 239-410-5193

Bonita Springs Public Library:

Contact Person: Karen Gravlin  
Address: 10560 Reynolds St., Bonita Springs, FL 34135  
Phone Number: 239-533-4870

Captiva Memorial Library:

Contact Person: Colleen Barany  
Address: 11560 Chapin Lane, Captiva, FL 33924  
Phone Number: 239-533-4891

Cape Coral Public Library

Contact Person: Dora Schilling  
Address: 921 S.W. 39<sup>th</sup> Terrace, Cape Coral, FL 33914  
Phone Number: 239-533-4522

Dunbar-Jupiter Hammon Public Library:

Contact Person: Kimberly Grindrod  
Address: 3095 Blount Street, Ft. Myers, FL 33916  
Phone Number: 239-533-4150

East County Regional Library:

Contact Person: Lori Lowery  
Address: 881 Gunnery Road, Lehigh, FL 33971  
Phone Number: 239-533-4205

Fort Myers Regional Library

Contact Person: Tori Hersh  
Address: 2250 Central Ave, Fort Myers, FL 33901

Phone Number: 239-533-4625

Library Administration:

Contact Person: Debbie West  
Address: 2345 Union Street, Fort Myers, FL 33901  
Phone Number: 239-533-4805

Lakes Regional Library:

Contact Person: Carrie MacDonald  
Address: 15290 Bass Road, Fort Myers, FL 33919  
Phone Number: 239-533-4001

Library Processing Center:

Contact Person: Dawn Sanford  
Address: 881 Gunnery Rd, Suite 2, Lehigh, FL 33971  
Phone Number: 239-533-4181

North Fort Myers Public Library:

Contact Person: Jennifer Reynoso  
Address: 2001 N. Tamiami Trail, North Fort Myers, FL 33903  
Phone Number: 239-533-4343

Northwest Regional Library:

Contact Person: Maria Palacio  
Address: 519 Chiquita Boulevard, N., Cape Coral, FL 33993  
Phone Number: 239-533-4705

Pine Island Public Library:

Contact Person: Colleen Smith  
Address: 10701 Russell Rd, Bokeelia, FL 33922  
Phone Number: 239-533-9000

Riverdale Branch Library:

Contact Person: Alyssa Diekman  
Address: 2421 Buckingham Rd, Ft. Myers, FL 33905  
Phone Number: 239-533-4380

South County Regional Library:

Contact Person: Barb Farrell Swenson  
Address: 21100 Three Oaks Parkway, Estero, FL 33928  
Phone Number: 239-533-4402

Talking Books Library:

Contact Person: Karin McLeish-Delgado  
Address: 2450 First Street, Ft. Myers, FL 33901  
Phone Number: 239-533-4782

School Foundation for Lee County Schools

Contact Person: Beverly Burke  
Address: 3500 Central Avenue, Fort Myers, FL 33901  
Phone Number: 239-334-1945

**10. SUPPLEMENTAL ROUTES**

- 10.1. Throughout the term of this contract, Lee County may need to add or subtract libraries, or days of service for a location, from the routes. Please bid a cost figure that can be used for this purpose. (Example: If we increased the service to a library from three days to five days per week. The supplemental route would be used to pay for those two additional days of service). Bid this figure per day, not per week, or year.
- 10.2 Items for the Johann Fust Community Library will be delivered to the North Fort Myers Library, located at 2001 N. Tamiami Trail, North Fort Myers, FL 33903.
- 10.3. Periodically, the Library System will need materials or other items delivered to a non-library site.

**11. DAY OF SERVICE – DEFINED**

- 11.1. The term “day of service” means one day of service to a location per week. That can be any combination of Monday through Saturday. An example of three days of service for a Library would be a Monday, Wednesday, and Friday delivery to the Bonita Springs Public Library. This would be three days of service to the Bonita Springs Public Library. When pricing days of service for the locations, be sure to bid in this manner.

**12. ITEMS TO BE TRANSPORTED BETWEEN LIBRARIES**

- 12.1. **BOOKS, VIDEOS, AUDIOS, MAGAZINES, SUPPLIES AND OTHER LIBRARY MATERIALS:**  
The primary purpose of this service is to transport library materials and supplies between the different library locations. The staff at each location will prepare materials for delivery by boxing or bundling materials and labeling each with a delivery location code. Boxes include plastic delivery totes as well cardboard shipping boxes. Delivery items are normally kept in one designated area at each location. The vendor will be responsible for loading, transporting, and delivering the materials to the proper area inside each location. The weight of the boxes should not be more than 50 pounds each. Oversized or other items not in totes will also be included in regular deliveries, including such items as rolling tote bags, oversized books, bundled magazines, and bundled empty boxes.
- 12.2 At some of the smaller libraries, it is not practical for them to use separate boxes for delivery to each location. These smaller locations will put library materials for delivery to other locations together in one “mixed” box. It will be the responsibility of the driver to separate these materials into boxes going to the proper libraries. The library will provide a sorting area for this activity at the library processing center.

**13. INTEROFFICE ENVELOPES:**

- 13.1. Another important aspect of this service is transporting interoffice pouches and envelopes between the locations. They should be delivered to the designated mail area at each location. The library system will provide mail pouches and a sorting area for this activity at the Library Processing Center.

**14. AUDIO / VISUAL EQUIPMENT**

- 14.1. Occasionally, audio/visual equipment may be transported from one location to another. Audio/visual equipment includes projectors, screens, televisions, videocassette recorders, display canisters, tape recorders, sound systems, etc.

**15. TABLES**

15.1. Folding tables are occasionally moved from one library location to another. The typical size of the folding table is approximately 30" wide x 72" long.

**16. MISCELLANEOUS ITEMS**

16.1. On occasion, the vendor may be called upon to transport other related library supplies, equipment, displays, etc. Special trips are instances when the courier cannot take large bulky items without infringing on the regular pickups and deliveries. Oversized or overweight items will require a special trip and will be charged using the Special Trips rate for Supplemental Routes.

16.2. Sometimes we might need a piece of audio/visual equipment taken from one branch to another and it might be of a size that can be accommodated during normal deliveries – the courier will not require us to schedule a special delivery for that one piece of equipment.

**17. VENDOR VEHICLE REQUIREMENTS:**

17.1. The vendor must have two available box-truck type vehicles (not less than 600-800 cubic feet) adequate to perform the given tasks. This means they must be of adequate size to transport the daily delivery of approximately 300 boxes and miscellaneous items. Also, the vendor shall have a back-up box truck available to fill in when necessary. All vehicles are to be in excellent condition. Vehicles that leak, have sprung doors, etc., are unacceptable.

**18. EQUIPMENT**

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

**19. DRIVER**

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

19.2. Lee County reserves the right to request a driver be replaced, because of conflicts with Library personnel or non-compliance with this contract. Once requested, the vendor will have the driver replaced within five working days.

19.3. Lee County desires that the same drivers be used for these routes. This will allow the drivers to become familiar with the workings of each library.

19.4. Should the driver at any time experience problems or have questions, they should contact the proper person at the appropriate library. General questions or problems should be directed to Dawn Sanford (Library Processing Center) at 239-533-4181. It is the County's intent to work closely with the vendor, to resolve any issues as quickly as possible.

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

**20. FLEXIBILITY**

20.1. During the term of this contract, it may be necessary to change the routes. Lee County reserves the right to adjust these routes as necessary, and adjust the payment amount by using Option 1.

20.2. Also, on occasion it may be necessary to make special trips for an unusual situation. Special trips will be paid by using Option 3.



**21. ESTIMATED USAGE**

- 21.1. Library materials in boxes are the primary items to be transported. The number of boxes transported is given as information only, and no guarantees are expressed or implied. Approximate usage during fiscal year 2016 - 2017 are as follows: Totes Transported: 79,452; School Foundation Boxes Transported: 806.

**22. DAMAGED OR LOST ITEMS**

- 22.1. Library materials and totes should be handled correctly by delivery company employees. Drivers are expected to treat materials carefully when handling and sorting materials, and to avoid overstuffing totes and stacking totes to high. Totes, boxes and other delivery items should not be left outside vehicles or buildings during deliveries. If items are damaged or lost while in the transport/care of the vendor, including materials that get wet due to inclement weather, it will be the vendor's responsibility to repair or replace the damaged items. The vendor shall not be responsible for items damaged by the County.

**23. TOLLS**

- 23.1. The vendor shall be responsible for paying any tolls applicable to this service. The vendor should include these charges in their bid prices.

**24. MISCELLANEOUS**

- 24.1. The libraries will provide all boxes and pouches needed by the courier for transporting books and other items.  
24.2. In order to resolve problems or questions throughout the term of this contract, Lee County will require the name, phone number and office address of the supervisor in charge of overseeing this contract.

**25. MAJOR BREAKDOWNS/NATURAL DISASTERS**

- 25.1. Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.  
25.2. Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.  
25.3. If a driver is unusually delayed for a scheduled stop, the driver is required to contact Library Processing Center to report the schedule change. Library Processing Center staff will inform the libraries on the remainder of the driver's route. The library requests cell phone contact information for each driver, to be able to contact the drivers directly for special instructions or alerts during the course of their daily routes. The library requests the ability to arrange special deliveries directly with the drivers.

**26. METHOD OF PAYMENT**

- 26.1. Payment will be made per month, after service has been rendered. Please submit all payment requests to:

Lee County Finance Department  
PO Drawer 2238  
Fort Myers, FL 33902

Electronic Mail to: [leecountyap@leeclerk.org](mailto:leecountyap@leeclerk.org)

**27. LEE COUNTY HOLIDAYS**

New Year's Day	-	January 1 (and as designated)
Martin Luther King Day	-	Third Monday in January
Memorial Day	-	Last Monday in May
Fourth of July	-	July 4 <sup>th</sup>
Labor Day	-	1st Monday in Sept.
Veterans Day	-	November 11 <sup>th</sup> or as designated
Thanksgiving Day	-	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	-	4 <sup>th</sup> Friday in November
Christmas Day	-	December 25 (and as designated)

The Christmas Day and New Year's Day holidays are observed differently than the other listed holidays according to the day of the week on which they fall. Christmas and New Year's Day are typically observed according to the following schedule:

<u>If Christmas or New Year's Observed Days Falls On</u>	<u>Days Off</u>
Sunday	Monday and Tuesday
Monday	Monday and Tuesday
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Thursday and Friday
Friday	Thursday and Friday
Saturday	Thursday and Friday

*\*\* This schedule is subject to change. The Lee County Library System will advise when a schedule changes \*\**

End of Scope of Work and Specifications Section



Procurement Management Department  
 1500 Monroe Street 4<sup>th</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.lee.gov/procurement](http://www.lee.gov/procurement)

Posted Date: April 27, 2018

Solicitation No.: B180005MRH

Solicitation Name: Delivery Service for the Lee County Library System

Subject: Addendum Number 1

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

1.	Does Lee County have a location where delivery trucks may be parked when not in use?
<b>Answer</b>	<b>No, firms may not store delivery vehicles on County Property.</b>
2.	The document reference two distinct routes, however there doesn't appear to be a distinguishing difference between the two. Can you provide further information?
<b>Answer</b>	<b>The two routes are the Primary Routes and Supplemental Routes as described on pages 17 and 20.</b>
3.	Do disabled veteran owned businesses receive a preference?
<b>Answer</b>	<b>No</b>
4.	Paragraph 9.2 and 9.3 reference that all equipment must be new and warrantied for 12 months. Does this apply to the delivery vehicles required in the solicitation?
<b>Answer</b>	<b>The information in those paragraphs are referring to products the County purchases and receives from vendors under our general Terms and Conditions. They do not apply to this service.</b>
5.	Paragraph 29.1 references Material Safety Data Sheets (MSDS) being provided by vendors for materials supplied. What kind of MSDS are expected?
<b>Answer</b>	<b>The information in those paragraphs are referring to products the County purchases and receives from vendors under our general Terms and Conditions. This paragraph is not applicable to this solicitation.</b>

6.	What licenses are required per paragraph 3.3?
<b>Answer</b>	<b>Any license endorsements pursuant to Florida law for transport services that apply to the firm's equipment.</b>
7.	Paragraph 4.2.5 requires the submission of a rewritable CD ROM with unlocked files, while the solicitation also requests the CO or a flash drive. May only a flash drive be submitted for this bid?
<b>Answer</b>	<b>Yes, a flash drive with the firm's bid package is an acceptable electronic copy for this solicitation.</b>
8.	May a vehicle with a trailer be substituted for delivery trucks for this solicitation?
<b>Answer</b>	<b>No, vehicles are to be as described on page 21 of this solicitation.</b>
9.	Does the manner in which the products are delivered matter as long as they are delivered safely and reliably?
<b>Answer</b>	<b>Yes, deliveries are to be made in the manner requested by this solicitation.</b>
10.	We are a start-up company, does the reference survey apply to us since we do not have a performance history?
<b>Answer</b>	<b>This requirement applies to all bidders.</b>
11.	Can the County provide the current delivery schedule for the Library system?
<b>Answer</b>	<b>Yes, see next page of this addendum. However, this schedule may be updated at any time.</b>

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

  
 \_\_\_\_\_  
 Melanie Hicks  
 Lee County Procurement Management



Procurement Management Department  
 1500 Monroe Street 4<sup>th</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

Posted Date: May 2, 2018

Solicitation No.: B180005MRH

Solicitation Name: Delivery Service for the Lee County Library System

Subject: Addendum Number 2

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

1.	Is a Commercial Driver's License required?
Answer	<b>All licensing shall be in accordance with requirements outlined in Florida State Statute 322.54.</b>
2.	Is the bidder require to be bonded?
Answer	<b>No</b>
3.	Must worker's compensation insurance be instated prior to award of the bid?
Answer	<b>Yes, bidders must meet the insurance requirements outlined in the solicitation and have current policies.</b>
11.	Can the County provide a legend for the current delivery schedule for the Library system listed in Addendum One?
Answer	<b>Yes, see next page of this addendum. However, this schedule may be updated at any time.</b>

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

  
 \_\_\_\_\_  
 Melanie Hicks  
 Lee County Procurement Management



Procurement Management Department  
 1500 Monroe Street 4<sup>th</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.lee.gov/procurement](http://www.lee.gov/procurement)

Posted Date: May 9, 2018

Solicitation No.: B180005MRH

Solicitation Name: Delivery Service for the Lee County Library System

Subject: Addendum Number 3

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

1.	Who is the current incumbent for this contract?
<b>Answer</b>	<b>This contract was previously awarded to CPR Carrier.</b>
2.	What is the amount of the current contract per year?
<b>Answer</b>	<b>The previous contract averaged approximately \$122,000.00 per year.</b>
3.	Which route is the Johann Fust Community Library on?
<b>Answer</b>	<b>Johann Fust Library deliveries will be dropped off at the North Fort Myers Public Library location for pickup by county employees.</b>
4.	Page 24; Reference Survey. This section states that the form "will be requested from the apparent low Bidder prior to the award," but also that the "reference responses are requested to be returned with bid or proposal package." Can you please clarify whether the reference surveys must be submitted with the bid, or will be requested later?
<b>Answer</b>	<b>The reference surveys are not required to be submitted for this bid.</b>
5.	What is the anticipated award date and go-live date for this project?
<b>Answer</b>	<b>Approximately 60 days from Notice of Intended Decision, however, is subject to change at any time.</b>
6.	Can you provide a list of all the 'smaller libraries' that will be using the 'mixed box'? - Is it also 1 mixed box per library?
<b>Answer</b>	<b>The smaller locations that normally use mixed totes are: Captiva, Pine Island, Riverdale, Dunbar, Johann Fust, and while they are in their temporary site, North Fort Myers also uses mixed totes. Mixed totes can be several totes per library, depending on the branch and quantity of items being shipped.</b>
7.	Page 20-21; 14,15,16: Can you quantify 'occasionally'?
<b>Answer</b>	<b>Occasionally is defined as when the need arises and determined by what is occurring at the branches at that time. For example, we could have an uncommon situation where this type of request might be made two days in a row, and then not made again for a month.</b>

8.	Does the information pertaining to the vehicles / trucks need to be supplied with the proposal
<b>Answer</b>	<b>Yes</b>
9.	What is the volume to be sorted daily?
<b>Answer</b>	<b>Volume varies between 10-30 totes per day</b>
10.	Is the contractor responsible for sorting the mail between all the Libraries daily and how much mail is there each day?
<b>Answer</b>	<b>Yes, they are responsible for sorting the mail as it goes between locations. An exact amount of mail is not available as it varies day to day.</b>
11.	Page 21; 17.1 – It states approximately 300 boxes/tubs to be transported daily. Is this per vehicle / route or total shipped per day?
<b>Answer</b>	<b>There are approximately 300 totes per day, per vehicle which would correlate to one route. We reviewed numbers/statistics for this area, and is sometimes higher than 300 during the winter season.</b>
12.	Will Lee County provide extra totes for sorting
<b>Answer</b>	<b>Yes, the Library Processing Center or branches will provide totes for sorting and delivery.</b>
13.	Can the routes can be modified to be more efficient / cost effective?
<b>Answer</b>	<b>Yes, the awarded contractor may adjust the delivery schedule as necessary with approval from the county library system managers.</b>

**An updated delivery schedule is available and included on Page 3 of this addendum.**

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

  
 \_\_\_\_\_  
 Melanie Hicks  
 Lee County Procurement Management

**Route A - North Route Temporary Schedule as of October 10, 2017 Until New Building Opens**

MONDAY			
ROUTE A		ROUTE B	
LP	6:30	LP	6:30
AD	7:45	EC	6:50
CC	9:00	AD	7:30
NW	9:30	FM	7:45
TB	10:45	SF	8:00
LP	11:25	LK	9:00
		BN	9:45
		SC	10:30
		LP	11:30

TUESDAY			
ROUTE A		ROUTE B	
LP	7:30	LP	6:30
AD	8:45	EC	6:50
CC	10:00	AD	7:30
PI	10:55	FM	7:45
NW	11:45	LK	8:45
NF	12:35	CV	9:45
TB	1:15	BN	11:30
DB	1:40	SC	12:00
RL	2:20	LP	1:00
LP	2:35		

WEDNESDAY			
ROUTE A		ROUTE B	
LP	6:30	LP	6:30
AD	7:45	EC	6:50
CC	9:00	AD	7:30
PI	9:55	FM	7:45
NW	10:45	SF	8:00
NF	11:35	LK	9:00
TB	12:15	CV	10:00
DB	12:40	BN	11:30
RL	1:20	SC	12:00
LP	1:35	LP	1:00

THURSDAY			
ROUTE A		ROUTE B	
LP	6:30	LP	6:30
AD	7:45	EC	6:50
CC	9:00	AD	7:30
PI	9:55	FM	7:45
NW	10:45	LK	8:45
NF	11:35	CV	9:45
TB	12:15	BN	11:30
DB	12:40	SC	12:00
RL	1:20	LP	1:00
LP	1:35		

FRIDAY			
ROUTE A		ROUTE B	
LP	6:30	LP	6:30
AD	7:45	EC	6:50
CC	9:00	AD	7:30
PI	9:55	FM	7:45
NW	10:45	LK	8:45
NF	11:35	CV	9:45
TB	12:15	BN	11:30
DB	12:40	SC	12:00
RL	1:20	LP	1:00
LP	1:35		

SATURDAY			
ROUTE A		ROUTE B	
LP	7:30	LP	6:30
CC	8:30	EC	6:50
PI	9:30	FM	8:00
NW	10:15	LK	9:15
NF	11:00	CV	10:15
DB	11:30	BN	11:45
RL	12:10	SC	12:30
LP	12:25	LP	1:30

**There is 15 Minute window on either side of the expected arrival time, except LP start time**





Procurement Management Department  
 1500 Monroe Street 4<sup>th</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.lee.gov/procurement](http://www.lee.gov/procurement)

Posted Date: May 15, 2018

Solicitation No.: B180005MRH

Solicitation Name: Delivery Service for the Lee County Library System

Subject: Addendum Number 4

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

1.	Solicitation, Para: 4.2.1 reads: "Bid submission shall include: Provide two (2) hard copies. Mark each: one ORIGINAL, one COPY."  Does this mean that we must have both copies notarized, or can we have one copy notarized and label it ORIGINAL, and have a copy made of the original and label it COPY? In other words, do we need to have both copies notarized separately (individually)?
<b>Answer</b>	<b>The original copy is to be notarized. Then a copy shall be made of the original, and marked "copy."</b>
2.	Para 20.1 states that the use of subcontractors under this solicitation requires prior written authorization from the County Representative. What is the contact information for the County Representative? Must we ask for permission in writing or can it be done over the phone? Does this request on our behalf need to be notarized?
<b>Answer</b>	<b>Subcontractors to the Vendor are approved by the County Representative after the contract is awarded. The information for the county representative is provided at that time. All requests and authorizations shall be provided in writing and are not required to be notarized.</b>
3.	Solicitation para 22, DAMAGED OR LOST ITEMS, how are we to document items from Lee County that were previously damaged BEFORE we picked them up from the Libraries, etc.?
<b>Answer</b>	<b>Damaged items are identified prior to driver pick up, placed in a separate bin/tote and is logged in the library's automation system.</b>
4.	The most current driver route schedule shows that each route will end on or about 12:30 pm or 1:00 pm. However, Para 6.1, DELIVERY TIME FRAMES, suggests that the drivers may work until 4:30 pm.  How many times during the week and/or year do you anticipate the driver's having to work until 4:30 pm ending at the Library Processing Center?

**EXHIBIT B  
FEE SCHEDULE**

**PRIMARY ROUTES:**      \$10,145.00 COST PER MONTH FOR BOTH ROUTES X 12 =  
\$121,740.00 ANNUAL COST (BASIS OF AWARD)

**Amount Written:** One Hundred and Twenty-One Thousand, Seven Hundred and Forty and 00/100

**SUPPLEMENTAL ROUTES:** Cost to Add or Delete a day of service for the following locations:

LIBRARY ADMINISTRATION	\$20.00 PER DAY
BONITA SPRINGS PUBLIC LIBRARY	\$20.00 PER DAY
CAPE CORAL PUBLIC LIBRARY	\$20.00 PER DAY
CAPTIVA MEMORIAL LIBRARY	\$20.00 PER DAY
DUNBAR JUPITER HAMMON PUBLIC LIBRARY	\$20.00 PER DAY
EAST COUNTRY REGIONAL LIBRARY	\$20.00 PER DAY
FORT MYERS REGIONAL LIBRARY	\$20.00 PER DAY
LAKES REGIONAL LIBRARY	\$20.00 PER DAY
LIBRARY PROCESSING CENTER	\$20.00 PER DAY
NORTH FORT MYERS PUBLIC LIBRARY	\$20.00 PER DAY
NORTHWEST REGIONAL LIBRARY	\$20.00 PER DAY
PINE ISLAND PUBLIC LIBRARY	\$20.00 PER DAY
RIVERDALE BRANCH LIBRARY	\$20.00 PER DAY
SOUTH COUNTY REGIONAL LIBRARY	\$20.00 PER DAY
TALKING BOOKS LIBRARY	\$20.00 PER DAY
SCHOOL FOUNDATION	\$20.00 PER DAY
JOHANN FUST COMMUNITY LIBRARY	\$20.00 PER DAY
SPECIAL TRIPS (UP TO 40 ITEMS)	\$62.50 FLAT RATE
<small>Includes, but not limited to the Storage Facility and County Administration</small>	
SPECIAL TRIPS (OVER 40 ITEMS)	\$2.50 EACH ITEM
<small>Includes, but not limited to the Storage Facility and County Administration</small>	

**EXHIBIT C  
INSURANCE REQUIREMENTS**



**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. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide

**EXHIBIT D  
VENDOR BACKGROUND SCREENING AFFIDAVIT**



**VENDOR BACKGROUND  
SCREENING AFFIDAVIT**

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

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

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

Date: 6/18/20

Anthony J. Noscatel  
Signature  
Anthony Noscatel VP  
Name/Title

STATE OF Florida  
COUNTY OF Miami-Dade

On the date set forth above, the foregoing instrument was sworn to (or affirmed) and subscribed before me by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: Driver License

[Stamp/seal required]

[Signature]  
Signature, Notary Public

