

AGREEMENT FOR CONTRACT PRINTING - COUNTYWIDE

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 Swift Print Service, Inc., a Florida corporation, whose address is 1431 SE 10th Street, Unit B, Cape Coral, FL 33990, and whose federal tax identification number is 65-0511232, hereinafter referred to as "Vendor."

WITNESSETH

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

WHEREAS, the County issued Solicitation No. B200401DWJ on October 9, 2020 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on January 13, 2021; and,

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

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

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 through 7 of the Scope of Work and Specifications section of B200401DWJ a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B200401DWJ, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for one (1), three (3) year period.

Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The effective date shall be May 29, 2021.

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

III. COMPENSATION AND PAYMENT

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

IV. METHOD OF PAYMENT

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

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

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

VII. VENDOR'S INSURANCE

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

VIII. RESPONSIBILITIES OF THE VENDOR

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

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

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

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

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

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

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

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

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

XIII. DISPUTE RESOLUTION

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

XIV. VENDOR WARRANTY

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

or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:	
Name:	<u>Jerry Kuhn</u>	Names:	<u>Roger Desjarlais</u> <u>Mary Tucker</u>
Title:	<u>President</u>	Titles:	<u>County Manager</u> <u>Director of Procurement Management</u>
Address:	<u>1431 SE 10th St., Unit B</u> <u>Cape Coral, FL 33990</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>
Telephone:	<u>239-458-2212</u>	Telephone:	<u>239-533-2221</u> <u>239-533-8881</u>
Facsimile:	<u>239-257-1898</u>	Facsimile:	<u>239-485-2262</u> <u>239-485-8383</u>
E-mail:	<u>swiftprint@gmail.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u>

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

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

WITNESS:

Signed By: Lynn Gibbs

Print Name: Lynn Gibbs

Swift Print Service, Inc.

Signed By: Jeffery Kuhn

Print Name: Jeffery Kuhn

Title: President

Date: 2-24-2021

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]

CHAIR

DATE: 04/06/2021

ATTEST:

CLERK OF THE CIRCUIT COURT

Linda Doggett, Clerk

BY: Missy Flint

DEPUTY CLERK



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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SPECIFICATIONS OR SCOPE OF SERVICES

VER 08-20-2020

SCOPE OF WORK AND SPECIFICATIONS

1. SCOPE

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to furnish and deliver printed items including, but not limited to, envelopes, brochures, business cards, and four-color process printing items on an as-needed basis as well as design, layout and composition of the printed items.
- 1.2. All artwork either submitted or created for the County becomes the property of the County and must be returned to the County upon completion of the job.

2. ORDERING

- 2.1. Orders will be placed with the Vendor as needed by various County departments.
- 2.2. Vendors outside of the local calling area are required to maintain a toll free number.
- 2.3. It is preferred that the County is able to place orders online through the Vendor's website, if available. Vendor shall provide an internet link for ordering purposes. If this service is not available, then the Vendor shall provide at no cost to the County a catalog or CD-ROM for ordering to be done via e-mail or fax.
- 2.4. The County Departments may purchase additional items that are not listed in this Agreement and negotiate a price. The County may contact any Vendor holding a valid contract to obtain a price quote for the requested items. Any project with a total cost of \$10,000.00 shall be quoted from all Vendors holding a valid Agreement. The work shall be authorized and awarded to the Vendor with the lowest quoted price for that project.

3. BACKORDERS

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

4. PROOFS

- 4.1. Prior to printing, it is the responsibility of the Vendor to obtain proof approvals from the County Department that is requesting services. Work shall be thoroughly proofed by the Vendor prior to being submitted to the County for approval. Proofs returned to the Vendor with errors shall not be subject to an upcharge. Proofs returned to Vendor with additional changes to style, placement or wording etc. may be subject to an additional charge not to exceed the quoted amount. Proofs shall be returned to the County within three (3) business days after receipt of original order.

5. DELIVERY

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

6. INVOICING

- 6.1. Vendors shall do the following:
 - 6.1.1. For Contract Line Items, indicate which section you are taking the price from.
 - 6.1.2. For Non-Listed Items, the quantity, item number, list price, and County's cost shall appear on the price quote.
 - 6.1.3. All payments will be made in accordance with Lee County Payment Procedures. Please reference the General Terms and Conditions for Lee County Payment Procedures.

7. TECHNICAL SPECIFICATIONS

7.1. BUSINESS CARDS

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

7.2. ENVELOPES, RECYCLED:

- 7.2.1. Envelopes shall be manufactured with square corners and consistent uniform folding throughout. Substance of white wove 24 # basis weight shall be based on 500 sheets of the 17" x 22" industry basis size for bond weights. Fiber content of white wove paper shall be chemical cellulose derived from virgin fibers, pre-consumer recycled fibers, and a minimum of 30% post-consumer recycled fibers. The minimum brightness shall be 92.
- 7.2.2. Envelopes shall be constructed with regular flaps and shall perform satisfactorily in automatic inserting and mailing equipment used by County departments.
- 7.2.3. Envelopes shall have sufficient opacity, within the OCR read area, to screen out non-address printing on envelope inserts, and the envelope's inner walls.
- 7.2.4. Envelopes may be side seam (solid gum only) or diagonal seam (solid or split gum) as specified by end user. Seal flap gumming shall be of a type formulated for use under high humidity conditions, with no pre-tabbed, stuck or warped flaps. There shall be a solid, uninterrupted gum strip across the inside of the flap.
- 7.2.5. Window Envelopes
 - 7.2.5.1. The window envelopes shall use a clear or translucent material, having a maximum opacity of 25%. Material shall be free of wrinkles, streaks or excessive glare.
 - 7.2.5.2. Window material shall be securely glued to the inside of envelopes and lie flat without curl or protruding unglued edges.
 - 7.2.5.3. Windows shall be positioned with the OCR read zone, and of a size that is industry standard for the envelope size used.
 - 7.2.5.4. Each box shall be end-labeled to show type of envelope, color, size, substance, and number of envelopes in box.
 - 7.2.5.5. TYPESETTING: Vendor shall be responsible for all typesetting/set-up. This shall be included in unit/quoted prices.

7.3. BROCHURES

- 7.3.1. 100 Lb. weight, gloss book, or approved alternate as approved by the County.
- 7.3.2. SIZE: 8.5" X 11"
- 7.3.3. TYPESETTING: Vendor shall be responsible for all typesetting/set-up. This shall be included in unit/quoted prices.

7.4. MISCELLANEOUS

- 7.4.1. Specifications are as referenced in Bid Schedule. Composition and set-up shall be included in the unit/quoted prices.

7.5. ITEMS NOT LISTED ABOVE/ON BID-SCHEDULE

- 7.5.1. For printing requests that do not fall under one of the sections listed above and/or do not have a corresponding line item within the Bid Schedule purchases may be completed as follows:
 - 7.5.1.1. For printing projects under \$10,000.00, an individual quote from a Vendor holding a valid agreement under this solicitation will be obtained to authorize work. For projects over \$10,000.00, quotes from all Vendors holding a valid contract under this solicitation will be required. Work will be awarded and authorized to the Vendor with the lowest quoted price.
 - 7.5.1.2. The County reserves the right to complete such purchases off contract when deemed in the best interest of the County at its sole discretion.

End of Scope of Work and Specifications Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. TERM

- 1.1. Multi-year Renewals: The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.
- 1.2. This is an annual Agreement. Work will be authorized, scheduled, funded, and accounted for by issuance of a Purchase Order, by the requesting department. No guarantee is expressed or implied as to the quantity of commodities and/or services to be procured under this solicitation.

2. BASIS OF AWARD

- 2.1. The basis of award for this bid will be the lowest responsive and responsible bidder per *Section* meeting all the specification requirements. Bidders are not required to bid on all Sections but are required to bid on all line items within that Section to be considered eligible for award. Failure to bid on all line items within a Section will deem the Bidder non-responsive.
- 2.2. The County reserves the right to award to the Vendor whose prices, in its sole judgment, are the most realistic in terms of provision of the best services and in the best interest of Lee County. Additionally, the County reserves the right to reject any and all bids at any time, unconditionally, and without cause

End of Special Conditions Section



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

Posted Date: October 15, 2020

Solicitation No.: B200401DWJ

Solicitation Name: Printing Contract - Countywide

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. ATTACHMENT: (4)
 - Accessing Project Documents
 - Bid Tabulation B170364
 - Tab Sheet B170364
 - Notice of Intended Decision B170364

2. QUESTIONS/ANSWERS

1.	With the spread of this pandemic, we are working hard to keep the business moving forward during this crisis. As we try to maintain normal operations, we are carefully monitoring the guidance of healthcare experts and government authorities. Please advise will you consider accepting sealed bid by electronic means that is email. These pre-emptive measures are necessary to handle the challenging times together.
Answer	<u>Lee County BoCC understands the risks associated with the COVID-19 pandemic and are adhering to CDC guidelines to mitigate any health risks. The County has implemented processes related to social distancing, wearing a mask inside County buildings, and increased hand sanitation stations. All bid solicitations are to be mailed or delivered in person to our Procurement Management Department before the bid solicitation due date. We will not accept any electronically submitted proposals or any submittals received after the submission deadline.</u>
2.	We are asking for history on the referenced projects below. Please email the archived Bid tabulation (including past unit prices, names and addresses of bidders) along with the previous Award of Contract specifying who won this project whenever it was last bid upon... This is for reference only. The bid has not opened yet. We are asking for the bid results the last time this referenced bid was actually bid upon. For example if this was last bid upon 12 months ago then that is the information we are requesting.
Answer	<u>Previous bid solicitation B170364KLC was awarded to Strategy Marketing Group dba/Panther Printing. See attached bid tabulation sheets and notice of intended decision.</u>

3.	I cannot access the solicitation documents.
Answer	Solicitation documents can be located under the download documents link for the project solicitation on our Lee County Procurement website (www.leegov.com/procurement/projects/open-projects). After filling out the information for request solicitation, click submit and the documents are available for download under the documents title.

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.

David Jones

Procurement Analyst: David Jones
 Procurement Analyst Direct Line: 239-533-8864
 Lee County Procurement Management



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

Posted Date: October 29, 2020

Solicitation No.: B200401DWJ

Solicitation Name: Printing Contract - Countywide

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.

OPEN DATE/BIDS DUE EXTENSION:

FROM: November 16, 2020 at 2:30 PM

TO: December 2, 2020 at 2:30 PM

Bidders must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

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.

David Jones

David Jones
Procurement Analyst Direct Line: 239-533-8864
Lee County Procurement Management



Procurement Management Department
2115 Second Floor, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
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www.leegov.com/procurement

Posted Date: November 6, 2020

Solicitation No.: B200401DWJ

Solicitation Name: Countywide Printing Contract - Annual

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.

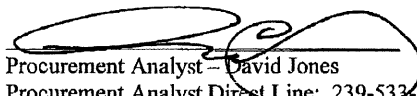
1. ATTACHMENT: NONE

2. QUESTIONS/ANSWERS

1.	Is there a reason why you are once again extending this contract?
Answer	<p>On April 10, 2020, due to the COVID-19 pandemic, the existing contract was renewed for an additional one (1) year period from 5/29/2020 to 5/28/2021. Current contract details may be found on our Procurement Annual Contracts page per the following link: https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5008&fn=Project2017-09-21T10_51_54.xml</p> <p>This solicitation is not an extension of the existing contract and is intended to replace the existing contract(s) upon expiration in May of 2021.</p> <p>Previous addenda issued for this solicitation extended the opening date/submission deadline for administrative purposes only. It is not the intent of the County to process any further extensions to this solicitation unless deemed necessary and in the best interest of the project advertised.</p>
2.	Can I assume the last day for questions for this RFQ is tomorrow 11/6/2020?
Answer	<p>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. Any requests for information regarding this solicitation should be submitted prior to 5:00 PM on Tuesday, November 24, 2020.</p> <p>Any communication received after this date and time may not receive a response.</p>

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.


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Posted Date: November 13, 2020

Solicitation No.: B200401DWJ

Solicitation Name: Countywide Printing Contract - Annual

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. ATTACHMENT: NONE

2. QUESTIONS/ANSWERS

1.	When this contract will be started. While going through papers, we found that you have existing contract till May 2021. Are you asking for this bid after that period?
Answer	The County anticipates starting the contract for this solicitation on 5/29/2021 pending Board approval. All bid responses are due on or before the opening due date of 12/2/2020 at 2:30 PM. Any submissions received after this date and time will be considered non-responsive.

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.

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EXHIBIT B FEE SCHEDULE

The Vendor is the primary vendor for the product categories listed below. The County shall order from the primary vendor first; then, if primary vendor is unable to provide products in the time required, the order may be issued to the secondary vendor. Products are to be charged in accordance with the unit prices provided below.

Primary Swift Print Service, Inc.			
SECTION 1: BUSINESS CARDS			
Item	Description	Unit of Measure	Unit Price
1	One Sided, One Color 2" X 3 1/2" (Horizontal)	Box of 100	\$ 6.50
2	One Sided, One Color 2" X 3 1/2" (Horizontal)	Box of 500	\$ 8.50
3	One Sided, Multicolor, 2" X 3 1/2" (Horizontal)	Box of 100	\$ 6.50
4	One Sided, Multicolor, 2" X 3 1/2" (Horizontal)	Box of 500	\$ 8.50
SECTION 3: BROCHURES			
Item	Description	Unit of Measure	Unit Price
1	Black and White, Half Fold (8.5" X 11") two-sided	Box of 250	\$ 29.95
2	Black and White, Half Fold (8.5" X 11") two-sided	Box of 500	\$ 39.95
3	Black and White, Half Fold (8.5" X 11") two-sided	Box of 1000	\$ 69.50
4	Black and White, Half Fold (8.5" X 11") two-sided	Box of 2000	\$ 119.50
5	Black and White, Half Fold (8.5" X 11") two-sided	Box of 5000	\$ 179.95
6	Black and White, Tri-Fold (8.5" X 11") two-sided	Box of 250	\$ 29.95
7	Black and White, Tri-Fold (8.5" X 11") two-sided	Box of 500	\$ 39.95
8	Black and White, Tri-Fold (8.5" X 11") two-sided	Box of 1000	\$ 69.50
9	Black and White, Tri-Fold (8.5" X 11") two-sided	Box of 2000	\$ 119.50
10	Black and White, Tri-Fold (8.5" X 11") two-sided	Box of 5000	\$ 179.95
11	Multi-Color, Half Fold (8.5" X 11") two-sided	Box of 250	\$ 44.95

12	Multi-Color, Half Fold (8.5" X 11") two-sided	Box of 500	\$ 74.95
13	Multi-Color, Half Fold (8.5" X 11") two-sided	Box of 1000	\$ 119.95
14	Multi-Color, Half Fold (8.5" X 11") two-sided	Box of 2000	\$ 184.95
15	Multi-Color, Half Fold (8.5" X 11") two-sided	Box of 5000	\$ 294.95
16	Multi-Color, Tri-Fold (8.5" X 11") two-sided	Box of 250	\$ 44.95
17	Multi-Color, Tri-Fold (8.5" X 11") two-sided	Box of 500	\$ 74.95
18	Multi-Color, Tri-Fold (8.5" X 11") two-sided	Box of 1000	\$ 119.95
19	Multi-Color, Tri-Fold (8.5" X 11") two-sided	Box of 2000	\$ 184.95
20	Multi-Color, Tri-Fold (8.5" X 11") two-sided	Box of 5000	\$ 294.95

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The Vendor is the tertiary vendor for the product category listed below. The County shall order from the primary vendor first, then from the secondary vendor; then, if primary vendor and secondary vendor are unable to provide products in the time required, the order may be issued to the tertiary vendor. Products are to be charged in accordance with the unit prices provided below.

Tertiary Swift Print Service, Inc.			
<i>SECTION 2: ENVELOPES</i>			
Item	Description	Unit of Measure	Unit Price
15	# 10 White Wove Envelopes No Window (4.125" X 9.5")	Box of 500	\$ 28.95
16	# 10 White Wove Envelopes No Window (4.125" X 9.5")	Box of 1000	\$ 48.95
17	# 10 White Wove Envelopes No Window (4.125" X 9.5")	Box of 2000	\$ 79.95
18	# 10 White Wove Envelopes No Window (4.125" X 9.5")	Box of 3000	\$ 99.95
19	# 10 White Wove Envelopes No Window (4.125" X 9.5")	Box of 4000	\$ 129.95
20	# 10 White Wove Envelopes No Window (4.125" X 9.5")	Box of 5000	\$ 149.95
22	#10 Standard with Window 2 Color White Wove Envelopes (4.125" X 9.5")	Box of 500	\$ 64.95
23	#10 Standard with Window 2 Color White Wove Envelopes (4.125" X 9.5")	Box of 1000	\$ 99.95
24	#10 Standard with Window 2 Color White Wove Envelopes (4.125" X 9.5")	Box of 2000	\$ 119.95
25	#10 Standard with Window 2 Color White Wove Envelopes (4.125" X 9.5")	Box of 3000	\$ 149.95
26	#10 Standard with Window 2 Color White Wove Envelopes (4.125" X 9.5")	Box of 4000	\$ 199.95
27	#10 Standard with Window 2 Color White Wove Envelopes (4.125" X 9.5")	Box of 5000	\$ 220.00

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

Quote Basis		
SECTION 4: MISCELLANEOUS		
Item	Description	Unit of Measure
1	User Manuals - 16 Page Booklet on 70#, McGregor Dull/4 Color Process 15 X 22-finished 5.5 X 8.5 folded/saddle stitch	1 Booklet
2	Postcards-100# Glossy/Full Color Picture, 4 X 6, Two-Sided	Box of 1000
3	Receipts-20# Blue/2 X 3.5 Padded 50 Each	1 Pad of 50
4	Engineering Grid Sheet Pads 8.5" X 11" (50 Sheet Pad)	Box of 10 pads
5	LeeWay Application and Instructions-Huskey 60# White/8 1/2 X 11-Two Color	1 Booklet

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For printing requests that do not fall under one of the sections listed above and/or do not have a corresponding line item within the Bid Schedule purchases may be completed as follows:

ITEMS NOT LISTED ABOVE/ON BID-SCHEDULE	
1	For printing projects under \$10,000.00, an individual quote from a Vendor holding a valid agreement under this solicitation will be obtained to authorize work. For projects over \$10,000.00, quotes from all Vendors holding a valid contract under this solicitation will be required. Work will be awarded and authorized to the Vendor with the lowest quoted price.
2	The County reserves the right to complete such purchases off contract when deemed in the best interest of the County at its sole discretion.

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EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements

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

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

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

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

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

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

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

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



Verification of Coverage:

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

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

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

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

Special Requirements:

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

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

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

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

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

Date: 2-24-2021

STATE OF Florida
COUNTY OF Lee

Jerry Kuhn
Signature
President
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 24th day of February, 2021, 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: _____.

[Stamp/seal required]

Lynn E. Gibbs
Signature, Notary Public

