

**AGREEMENT FOR
LEE COUNTY VISITOR & CONVENTION BUREAU MAIL FULFILLMENT**

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 Southwest Direct, Inc., a Florida corporation, whose address is 2129 Andrea Lane, Fort Myers, FL 33912, and whose federal tax identification number is 65-0053670, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase mail fulfillment and data collection from the Vendor in connection with "Lee County Visitor & Convention Bureau Mail Fulfillment" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP190357RJD on June 7, 2019 (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 August 9, 2019; and,

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

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

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Detailed Specifications made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for a two (2) year period. There may be an option to extend this Agreement upon the written approval of both the County and the Vendor at the time of extension or renewal for three

(3) additional one (1) year periods. The effective date shall be October 1, 2019.

- 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, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

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

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

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Marty Bielecki
Title: President
Address: 2129 Andrea Lane
Fort Myers, FL 33912
Telephone: 239-768-9588
Facsimile: 239-768-0408
E-mail: marty@swdirect.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

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

[The remainder of this page intentionally left blank.]

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

WITNESS:

Signed By: [Signature]

Print Name: MARTIN DIECEER

SOUTHWEST DIRECT, INC.

Signed By: [Signature]

Print Name: ANTHONY D. CORRENTI

Title: CEO

Date: 8/23/19

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
Acting CHAIR

DATE: 10/8/19

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK



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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A DETAILED SPECIFICATIONS

1. DETAILED SCOPE OF PROJECT, DELIVERABLES, & PROJECT PROVISIONS

- 1.1 The Vendor shall provide technical and professional services to develop and maintain a computerized application for data collection. The system shall feature a current generation language rationale database and be capable of accommodating and identifying all types of inquiries in a single database. The system shall also be capable of recording and tracking multiple inquiries.
- 1.2 The Vendor shall ensure all hardware and software is reliable, readily available, easily upgradable, and easily maintained.
- 1.3 The Vendor shall receive and enter into the database information not limited to the following:
 - a. Name
 - b. Address (Mail and e-mail)
 - c. Telephone number
 - d. Media tracking information
 - e. Requested publication by publication number
 - f. The form in which the above information was provided
- 1.4 The Vendor shall dedupe leads from the same name and address against leads received in the previous thirty (30) days.
- 1.5 The Vendor, on a quarterly basis, shall use National Change of Address (NCOA) to update the database.
- 1.6 The Visitor & Convention Bureau (VCB), a Department of the County, shall own the database. All obligations stated under this Agreement that the Vendor has to the VCB are also interpreted to be obligations to the County. The Vendor is prohibited from renting, leasing, sharing, or selling the information contained in the database.

❖ DIRECT MAIL

- 1.7 Fulfillment of all consumer/trade inquiries shall include but not limited to, the mailing response of the official VCB Visitor Guide, printing and affixing labels, including additional inserts as requested, sorting and sealing in final preparation for mailing to the requestor. All inquiries shall be coded and delivery point bar-coded to ensure the lowest possible postage rates and rapid delivery.
- 1.8 The Vendor shall have knowledge of Canadian and international mailing procedures, customs regulations, clearances, and policies, and shall apply this knowledge to fulfill shipments and inquiries from Canada and of other international origin.
- 1.9 The Vendor shall complete mail fulfillment within 24 to 48 hours of receipt of the daily inquiry database from the call center/database maintenance function.
 - a. Self-mailer – bulk mailing service complete with zip sorting, typing, bagging and completion of postal paperwork and delivery to a Fort Myers Post Office location.

- b. Number 10 Envelope – bulk mailing service including: inserting one or more pre-folded pieces, sealing, zip sorting, typing, bagging, and complete paperwork and delivery to a Fort Myers Post Office location.
- c. Envelope 5 1/4" x 9" and/or other size – bulk mailing service including: inserting one or more pre-folded pieces, sealing, zip sorting, typing, bagging and complete paperwork and delivery to a Fort Myers Post Office location.

❖ **LIST MAINTENANCE AND REPORTS**

1.10 The Vendor shall receive a database of all new mail requests before the start of every business day. The database shall arrive in electronic format from the designated call center/database maintenance function. Smooth transfer of this data shall be coordinated with the sender and mutual confirmation of complete transfer shall be documented. Vendor shall sort data according to the methodology determined for research purposes and provide such data on electronically/digitally stored device, tape, or CD within 48 hours of request by the VCB.

- a. Vendor shall ensure the monthly fulfillment list maintenance includes corrections, zip+4 services, cleansing and removal of duplications.
- b. Vendor shall conduct daily download of inquiries.
- c. Vendor shall produce monthly publication reports that detail number of leads received during specific time period indicating lead source.
- d. Vendor shall provide a weekly and/or monthly inventory report to the VCB of all collateral material at their facilities.

❖ **STORAGE**

1.11 The Vendor shall provide air-conditioned storage sufficient to store all VCB material. The leased storage space and handling of all collateral shall include but not be limited to, promotional material and bulk mail, inclusive of printed material for both VCB main and airport offices, as well as mail fulfillment operations.

❖ **BULK SHIPPING**

1.12 The Vendor shall agree to customize mailings and shipments on VCB promotional programs to include, but not limited to the following:

- a. Small box fulfillments to 199 pieces include: pick and pack, packing material, banding and preparation of label.
- b. Large box fulfillments to 200 or more pieces include: pick and pack, packing material, banding and preparation of label.
- c. Full box shipments include pulling and preparing labels.
- d. Box loose pack brochures, collateral and promotional items, including counting, box, tape, and marking.

❖ **SPECIAL PROJECTS**

1.13 Upon authorization by the VCB Project Coordinator, the Vendor shall include but not be restricted to special mailings, disposal, printing jobs, special project date back development, providing labels and special delivery of requested data by the VCB. Vendor may request reimbursement of postage as a result of special mailings, travel agent information packaging, and video fulfillment.

- a. Folding service
- b. Tabbing of mail pieces (one or two tabs)
- c. Copies (#20lb white or letterhead)
- d. Pallet shipments – pick and pack charge and commercial invoices
- e. Printing of customized envelopes
- f. Obtaining customs brokerage services as necessary for Canadian/International shipments
- g. Disposal of stored material (collateral and other) at the request of the VCB

❖ **VCB PICKUPS AND DELIVERABLES**

1.14 Upon request by the VCB, the Vendor shall coordinate the pickup and delivery of materials that may include but not be limited to visitor guides, maps, posters, and promotional items. The VCB, when possible shall provide a 24 hour notice of special pickup and deliveries, as needed. These requests may include specific ground cargo, airfreight, and/or local delivery trips, to or from the VCB main office and/or airport office.

❖ **POSTAGE**

1.15 Postage shall be reimbursed to the Vendor at the actual cost incurred as a result of Mail Fulfillment. The Vendor may request, on a monthly basis, a reasonably estimated advance of expected postage expenses approved by the VCB Project Coordinator. The advanced postage funds will be reconciled and deducted against actual postage expenses incurred as a result of Mail Fulfillment on a monthly basis.

❖ **INVOICING**

1.26 The Vendor shall submit invoices, once per month, in a summary billing format. Monthly invoices shall include line item detail billing to match line item of Fee Schedule as set forth in Exhibit B.

End of Detailed Specifications

**EXHIBIT B
FEE SCHEDULE**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
(A) Base Price (Self Mailer)	PER PIECE	\$0.095
(B) Base Price (No. 10 Envelope)	PER PIECE	\$0.017
(C) Base Price (Standard Packet)	PER PIECE	\$0.017
(D) Base Price (Custom Packet)	PER PIECE	\$0.200
<u>Options for (A), (B), (C), (D)</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
Direct Impression Labeling	PER PIECE	\$0.02
Printing Crack n' Peel Labels Add	PER PIECE	\$0.04
Metering	PER PIECE	\$0.02
Additional Inserts	PER PIECE	\$0.03
International Mailing	PER PIECE	\$0.03
<u>List and Maintenance Reports</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
Monthly Fulfillment List Maintenance	PER RECORD/PER MONTH	\$0.03
Daily Download of Inquiries	INCLUDED	N/A
Monthly Publication Reports	PER MONTH	\$100.00
Semi-monthly Inventory Report	INCLUDED	N/A

Travel Agent Help Desk Data Disk	EACH	\$10.00
<u>Bulk Shipping</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
Small Box Fulfillments up to 199 Pieces	PER BOX	\$2.00
Large Box Fulfillments 200 or More Pieces	PER BOX	\$3.75
Full Box Shipments	PER BOX	\$2.00
Box Loose Pack Brochures	PER HOUR	\$40.00
<u>Tabbing of Mail Pieces</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
One Tab	PER TAB	\$0.02
Two Tab	PER TAB	\$0.02
<u>Additional Services</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
Storage	PER PALLET/PER MONTH	\$20.00
Special Projects	PER HOUR	\$40.00
Folding Service	PER PIECE	\$0.02
Copies	PER SIDE	\$0.06
Pallet Shipments	PER HOUR	\$40.00
Duplicate Removal (non-data base labels)	EACH	\$0.15
List Set Up Charge (non-data base labels)	PER LIST	\$85.00
Hand In-put of Names (non-data base labels)	PER RECORD	\$0.25

<u>VCB Pick-Up</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
Local and VCB Office Deliveries	PER HOUR	\$30.00
Daily Pick-up at VCB	PER HOUR	\$30.00
<u>Postage</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
U.S. Mail, DHL, UPS	ACTUAL COST	N/A

EXHIBIT C
INSURANCE REQUIREMENTS
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)
 - \$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."*

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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.

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End of Insurance Guide section

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: 8-23-2019

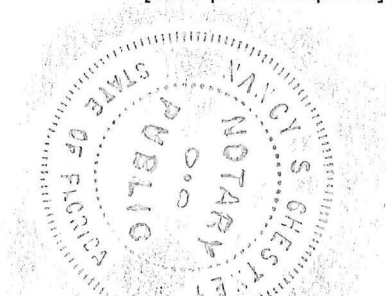
STATE OF Florida
COUNTY OF Lee


Signature
Anthony D. Corrente, CEO
Name/Title

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: _____

[Stamp/seal required]


Signature, Notary Public



NANCY S CHESTNEY
MY COMMISSION # GG 054379
EXPIRES: April 10, 2021
Bonded Thru Budget Notary Services