

AGREEMENT FOR RENTAL AND SERVICING OF PORTABLE TOILETS

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 John to Go FL LLC, a Florida limited liability company, whose address is 29055 SW 107th Ave., Homestead, FL 33033 and whose federal tax identification number is 85-3779208, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase the rental and servicing of portable toilets from the Vendor in connection with "Rental and Servicing of Portable Toilets - Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B220607KLB on November 15, 2022 (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 6, 2023; and,

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

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

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 – 5 of the Scope of Work and Specifications section of Solicitation No. B220607KLB, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for a three (3) year period. There may be an option to renew this Agreement upon the written mutual agreement of the County and the Vendor for a renewal term or terms not

to exceed an additional three (3) years total. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date of 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; <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. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or

3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. 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.

XVI. 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: Abraham Breuer
Title: CEO
Address: 29055 SW 107th Ave.
Homestead, FL 33033
Telephone: (845) 494-7890
Facsimile: (845) 362-4622
Email: info@johntogo.com

County's Representative

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Procurement Management Director</u>
Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>	
Telephone:	<u>(239) 533-2221</u>	<u>(239) 533-8881</u>
Facsimile:	<u>(239) 485-2262</u>	<u>(239) 485-8383</u>
Email:	<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

[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: Cynthia A. Hall

Print Name: Cynthia A. Hall

Cynthia A Hall
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50144970
MY COMMISSION EXPIRES December 3, 2025

JOHN TO GO FL LLC

Signed By: [Signature]

Print Name: Angelo Martinez

Title: COO

Date: 2-1-23

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 2/24/23



ATTEST:
CLERK OF THE CIRCUIT COURT

BY: [Signature]

CHRIS JAGODZINSKI

DEPUTY CLERK

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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with qualified Vendor(s) to provide rental and servicing of portable toilets and handwashing stations, as required, on an "as-needed" basis. Items shall include, but are not limited to:
 - 1.1.1. Standard Portable Toilets
 - 1.1.2. Standard Portable Toilets (ADA Compliant)
 - 1.1.3. Dual Handwashing Station
 - 1.1.4. Two Stall, Four Stall and ADA Compliant Restroom Trailers (optional bid)
- 1.2. The Vendor(s) shall supply, deliver and provide complete setup, maintenance, and their removal in accordance with the requirements specified hereinafter. All equipment and materials must conform to all applicable federal, state, and local standards.
- 1.3. Services under this Agreement shall be provided during standard times of need or in the event of a disaster, as requested. This shall include but is not limited to special events and/or emergency situations.

2. PRICING

- 2.1. This is an annual Agreement, which is not for any specific project. Work will be authorized, scheduled, funded, and accounted for by issuance of a Purchase Order, by the requesting department, division, or other governmental entity.
- 2.2. The County shall be eligible for any additional discounts, specials, and/or promotions offered by the Vendor during the term of the contract should those discounts, specials, and/or promotions offer a lower cost to the County.
- 2.3. Vendor shall provide pricing for daily, weekly, and monthly rates for the items specified on the Bid Proposal form included in this solicitation.
 - 2.3.1. Pricing shall include delivery and pickup from any and all locations in Lee County as directed.
 - 2.3.1.1. Delivery and pickup shall be provided Monday through Friday with Saturday and/or Sunday service required for various locations and events. Hours of delivery and pickup service may vary and shall be coordinated between authorized County personnel and Vendor. Vendor shall be capable of providing delivery and/or pickup services outside of standard working hours, such as after 5:00 PM and up to 8:00AM.
 - 2.3.1.2. Unit(s) shall be available for delivery within twenty-four (24) hours from notification.
 - 2.3.1.3. County departments may require emergency servicing of equipment requiring immediate response. At such time, the Vendor shall be required to furnish, remove, or service units as specified in no more than two (2) hours of request. Emergency services shall be available twenty-four (24) hours per day, seven (7) days a week, as required. Vendor(s) shall provide pricing on Bid/Proposal Form relating to emergency after-hours requests.
 - 2.3.2. Pricing shall include supply of all consumables, including but not limited to toilet paper, paper towels, soap, etc.
 - 2.3.3. In the event additional servicing is required by the user departments, the additional servicing shall be considered a separate charge from the regular service rate charge and shall be billed accordingly.

3. SPECIFICATIONS & VENDOR RESPONSIBILITIES

- 3.1. Standard chemical toilets shall be portable, self-contained, and made of molded fiberglass or heavy-duty plastic.
- 3.2. American with Disabilities Act (ADA) Compliant portable toilet units
 - 3.2.1 ADA compliant portable toilet units shall mean units designated accessible for use by persons with disabilities and shall be built in accordance with the current accessibility standards set forth in the ADA Accessibility Guidelines (ADAAG), Uniform Federal Accessibility Standards (UFAS), Fair Housing Act Design Manual, Florida Accessibility Code for Building Construction, and/or the 2010 ADA Accessibility Standards for Accessible Design, as applicable, in the following specifications. ADA compliant units shall meet all ADA requirements, implementing regulations, and guidelines, latest editions.
 - 3.2.2 ADA compliant units shall be marked with the international symbol of accessibility.
 - 3.2.3 Roof shall be provided with skylights.
 - 3.2.4 Doorway shall provide a minimum 32" clear width measured with the door open at right angles, and a minimum 80" height clear of any protruding objects such as an overhead door closer. The door shall be self-closing with, no more than 8.5 pounds of pressure, and shall be equipped with a lever latch and screened ventilation grille.
 - 3.2.5 Doors to units shall be provided with a working internal lock with a mechanism that can be operated with a closed fist and without pinching, grabbing, or twisting.
 - 3.2.6 ADA Compliant portable toilet units shall have a holding tank capacity of not less than 45 gallons. This requirement only applies to the accessible units with lavatories.
- 3.3. Dual Handwashing Stations shall be a separate stand-alone sink. All dual handwashing stations shall include a waste receptacle for paper towel disposal.
- 3.4. All units shall be provided with urinals (except ADA compliant unit).
- 3.5. Standard portable toilets shall have a holding tank capacity of not less than twenty-four (24) gallons.
- 3.6. Floors and interior walls of the units shall have a non-absorbent finish and should be easily cleanable by Vendor.
- 3.7. All units shall be equipped with original equipment and/or manufacturer's replacement parts. Units with altered or rigged equipment will not be accepted.
- 3.8. All units shall be equipped with a working lock system, an occupied/vacant indicator, and a tissue paper holder that is firmly attached to the unit per manufacturer's specification. The seat cover shall be hinged and in working order. All other equipment shall be in working order.
- 3.9. All units shall be affixed with an identifying number, which will be for identification and location control. Additionally, all units shall have listed, in a conspicuous place, the name, address, and telephone number of the servicing company.
- 3.10. Vendor(s) shall provide portable toilet units that are clean, in excellent condition, free from defects, and without graffiti.
 - 3.10.1. All units shall be delivered with an adequate supply of full, unopened rolls of toilet paper.
 - 3.10.2. If units contain hand sanitizer, those dispensers must be delivered full.

- 3.10.3. If units contain paper towel dispensers, an adequate supply of full, unopened rolls of paper towels shall be provided.
- 3.10.4. Each unit shall be sufficiently ventilated to eliminate any odor.
- 3.10.5. Seats or seat covers shall be stable and shall not be sprung to return to a lift position.
- 3.10.6. Units shall have ventilating grilles properly screened and placed at sufficient height to assure privacy.
- 3.11. The Vendor(s) shall be responsible for securely placing all units in order to minimize chances of units being blown over or tipped when applicable. The Vendor(s) shall provide tie-down service at the County's request at no additional charge.
- 3.12. The Vendor(s) shall not engage in any digging, or below the surface anchoring without first coordinating such anchoring with the proper county authority and requesting applicable dig permits.
- 3.13. The Vendor(s) shall be responsible for restoring or repairing blown over units or units tipped due to vandalism within twenty-four (24) hours of notification. However, in emergency circumstances, the Vendor(s) may be requested to provide immediate (within 2 hours) or after hours support if a unit is creating a hazard.
- 3.14. In the event of an impending natural disaster, the Vendor(s) shall take necessary precautions to remove units from County locations.
- 3.15. The County will not be responsible for damage to units which are not directly the result of the actions of County employees.
- 3.16. The Vendor(s) shall be responsible for any property damage caused from the placement of all portable units.
- 3.17. The Vendor(s) shall be responsible for any necessary cleanup, repair or replacement resulting from, but not limited to, any spills and/or turnovers.
- 3.18. The Vendor(s) shall be responsible for all theft, destruction, and/or vandalism of all portable toilets.
- 3.19. Vendor(s) shall make all repairs required to ensure the units are serviceable at all times. Minor repairs shall be made on site when possible. Any unit which cannot be repaired on site must be exchanged within twenty-four (24) hours.
- 3.20. The Vendor(s) shall replace a unit at any time, for any reason, if requested by the County.
- 3.21. The restroom trailer which is an optional bid for the vendor shall be a two stall with AC and handwashing sinks, a four stall with AC and handwashing sinks and an ADA Compliant Restroom Trailer with AC and handwashing sinks which should be supplied with generator power as well.

4. DISPOSAL OF WASTE PRODUCTS

- 4.1. The Vendor(s) shall follow all requirements for the removal of contents of holding tanks and chemical toilets per the Florida Administration Code Chapter 64E-6, Sewage Disposal Facilities.
<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=64e-6>
- 4.2. The Vendor(s) must have obtained and provide a copy to the County upon request, prior to commencing required cleaning and removal of contents of holding tanks an operational permit from the Department of Health.

4.3. Disposal of contents of chemical toilets and holding tanks shall be disposed into a septic treatment and disposal facility approved by the Department of Health or into a treatment facility permitted by the Florida Department of Environmental Protection. If quaternary ammonium sanitizing and deodorizing compounds are used in the servicing of chemical toilets, wastes cannot be treated at lime stabilization facilities.

4.4. The following equipment is required for the disposal of waste products:

4.4.1. Servicing trucks shall have a dual compartment tank and be approved by the Department of Health.

4.4.2. One tank shall be for receiving and removing waste and be equipped with a suction hose having a cut-off valve not more than 36 inches from the intake end.

4.4.3. The second tank shall be used for clean water storage and shall have a capacity of at least equal to 10% of the waste tank or 100 gallons, whichever is greater. Water from the clean tank shall be provided under pressure.

4.4.4. The waste storage tank shall be maintained as necessary to prevent the creation of sanitary nuisance conditions.

5. SERVICING

5.1. Servicing shall be defined as cleaning, sanitizing, deodorizing, pumping, and removal of waste in accordance with all state, federal, and local laws. Servicing shall include, but is not limited to:

5.1.1. Removal and disposal of human waste;

5.1.2. Removal and disposal of trash in and around the unit;

5.1.3. Repairing any damages;

5.1.4. Refilling with appropriate chemicals;

5.1.5. Stocking of toilet paper, hand sanitizer and other consumables where applicable;

5.1.6. All holding tanks for waste products from the lavatories shall be completely emptied and thoroughly cleaned and disinfected with an approved disinfectant. Disinfectant shall be used in sufficient quantities to provide odorless operation during usage;

5.1.7. Clean water storage tanks for lavatories shall be cleaned as necessary and filled to capacity;

5.1.8. Dual handwashing stations shall be cleaned and stocked with liquid hand soap and paper towels;

5.1.9. The inside of all units shall be thoroughly washed, scrubbed, brushed, rinsed, and wiped dry. This operation shall include the tops and bottoms of seats and seat covers, all walls, floors, doors, tops of all tanks, all grab bars, and handwashing stations, if provided in the unit. No disinfectant, water or other liquids shall be left on any touchable surface;

5.1.10. The outside of the units shall be scrubbed or hosed down and wiped clean.

5.2. Servicing Frequency:

5.2.1. Daily rentals shall be serviced on a daily basis;

5.2.2. Weekly rentals shall be serviced every Monday, Wednesday, and Friday;

5.2.3. Monthly rentals shall be serviced twelve (12) times per month. County staff will notify Vendor, twenty-four (24) hours prior to the service being needed.

End of Scope of Work and Specifications Section

SPECIAL CONDITIONS

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

1. TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. There may be an option to extend this Agreement as specified in the Scope of Work of specifications upon the approval of both the County and the Vendor at the same time of extension or renewal for three (3) additional one (1) year periods.

2. BASIS OF AWARD

- 2.1. The basis of award shall be determined by the lowest grand total (Bid Group 1, 2, 3, and 4 = grand total on the bid schedule) of the most responsive, responsible, and qualified Vendor(s) meeting all bid specifications. Following the County's rights as described and reserved herein, multiple Vendors may be awarded Agreements under this solicitation. When awards are made to multiple Vendors the County reserves the right to assign a status of Primary and Secondary as applicable. The Primary Vendor will be the first contact. If the Primary is unable to fulfill the need or meet the timeline required, the Secondary would be the next order of contact, as applicable. Additionally, the order of the award can be changed because of deficient or non-compliant performance. The County also reserves the right during the Agreement term to award to contract to the next ranking compliant bid if it is in the best interest of the County. For additional information, see the "Basis of Award" section 25.3 of the General Terms and Conditions.
- 2.2. Vendors(s) are required to bid on all line items in Groups one (1) through four (4) to be considered eligible for award. Failure to bid all line items will deem the Vendor as non-responsive.
- 2.3. Optional pricing for two stall, four stall and ADA Compliant Restroom Trailers all with handwashing sinks, although not part of the basis of award, shall be bid by all Vendors and shall become part of contract pricing.

3. LOCAL VENDOR PREFERENCE EXCLUSION

- 3.1. The Lee County Local Vendor Preference Ordinance has been waived for this solicitation and all references contained herein and non-applicable to this solicitation and subsequent Agreement and/or Purchase Order(s).

4. FEMA REIMBURSEMENT

- 4.1. Work completed under this Agreement may be reimbursed by FEMA as a result of an emergency or disaster. The Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. Vendors are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications.

5. PROJECT FUNDING NOTICE

- 5.1. This contract is for the normal day to day rental and servicing of portable toilets. However, there may be times due to declared emergencies that custodial services are required and may be funded in whole or in part by the Federal Emergency Management Agency (FEMA). As such, during emergency as ordered by the County, the Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package and further agrees to incorporate all such clauses, provisions, and regulations into any sub-contracted agreements or relationships Vendor creates to support Vendor's servicing to County under this Agreement.

- 5.1.1 The Purchase Order will list any alternate funding sources should they apply.

End of Special Conditions Section



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

Posted Date: November 21, 2022

Solicitation No.: B220607KLB

Solicitation Name: Rental and Servicing of Portable Toilets - Annual

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: None
2. QUESTIONS/ANSWERS

1.	Is Rental and Servicing of Portable Toilets - Annual B220607KLB a rebid from bid B220466KLB that was due back in September?
Answer	Yes, B220607KLB is a re-bid for B220466KLB which was cancelled on September 23, 2022.

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.

Kacey Bell
 Procurement Analyst: Kacey Bell
 Procurement Analyst Direct Line: 239-533-8835
 Lee County Procurement Management



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

Posted Date: December 9, 2022

Solicitation No.: B220607KLB

Solicitation Name: Rental and Servicing of Portable Toilets - Annual

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. **UPDATED BID SCHEDULE:**

The Bid Schedule has been updated and a new Bid Schedule has been uploaded to the solicitation webpage on the Lee County Procurement website.

Please ensure that your firm has downloaded the Bid Schedule and have been able to successfully use the Excel format. Any firm having compatibility issues or difficulty downloading the Bid Schedule needs to contact the Procurement Analyst for this project at their earliest convenience. Do not wait until submission day to download. Procurement is not required to extend a closing due to Contractor delay or difficulty in receipt of download of documents.

Bidders MUST use the new Bid Schedule Excel Form when submitting their bid. Failure to do so will result in Bidder being deemed non-responsive and therefore ineligible for award.

2. **ATTACHMENTS:**

Attachment # 1 – Addendum 2 Bid Proposal Form

3. **QUESTIONS/ANSWERS**

1.	I am working on the pricing sheet/bid schedule and I realized there is a formula or calculation that might be incorrect in the Grand Total section. I typed in the pricing in the Unit Price section and it calculates the Extension but when I look at Bid Summary – Grand Total (Groups 1,2,3,and 4) is pulling in incorrect total amount. Let me know if you would like me to send over a copy or section shot.
Answer	Please see attachment #1 – Addendum 2 Bid Proposal Form.

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.

Kacey Bell

Procurement Analyst: Kacey Bell
Procurement Analyst Direct Line: 239-533-8835
Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

- The Vendor is the Primary Vendor based on the lowest grand total on bid groups 1, 2, 3, and 4 of the bid schedule. The County shall contact the Primary Vendor first for orders. If the Primary Vendor is unable to fulfill the needs or meet the timeline required, the County may contact Secondary. Services are to be charged in accordance with the unit price provided below.

<i>B220607KLB - Rental and Servicing of Portable Toilets - Annual</i>			
<i>Group 1 - Daily Rate</i>			
Item	Description	Unit	Unit Price
1a	Standard Portable Toilet (Includes Daily Servicing)	EA	\$125.00
1b	ADA Compliant Portable Toilet (Includes Daily Servicing)	EA	\$159.00
1c	Dual Handwashing Station (Includes Daily Servicing)	EA	\$110.00
1d	Additional Servicing of Unit (not included in Daily Servicing)	EA	\$45.00
<i>Group 2 - Weekly Rate</i>			
Item	Description	Unit	Unit Price
2a	Standard Portable Toilet (Includes Weekly Servicing)	EA	\$125.00
2b	ADA Compliant Portable Toilet (Includes Weekly Servicing)	EA	\$159.00
2c	Dual Handwashing Station (Includes Weekly Servicing)	EA	\$110.00
2d	Additional Servicing of Unit (not included in Weekly Servicing)	EA	\$45.00
<i>Group 3 - Monthly Rate</i>			
Item	Description	Unit	Unit Price
3a	Standard Portable Toilet (Includes Monthly Servicing)	EA	\$110.00
3b	ADA Compliant Portable Toilet (Includes Monthly Servicing)	EA	\$159.00
3c	Dual Handwashing Station (Includes Monthly Servicing)	EA	\$110.00
3d	Additional Servicing of Unit (not included in Monthly Servicing)	EA	\$35.00
<i>Group 4 - Emergency Service</i>			
Item	Description	Unit	Unit Price
4a	Emergency Furnish of Unit (24/7)	EA	\$150.00
4b	Emergency Removal of Unit (24/7)	EA	\$150.00
4c	Emergency Service of Unit (24/7)	EA	\$100.00
<i>BID SUMMARY</i>			
GRAND TOTAL (GROUPS 1, 2, 3, AND 4):			
<i>Group 5 - Optional Pricing - Restroom Trailers (Not included in basis of award)</i>			
Item	Description	Unit	Unit Price
5a	Two Stall Restroom Trailer with AC and handwashing sinks	EA	\$1,500.00
5b	Four Stall Restroom Trailer with AC and handwashing sinks	EA	\$2,200.00
5c	ADA Compliant Restroom Trailer with AC and handwashing sinks	EA	\$3,000.00

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements

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

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

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

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

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

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

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

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

Revised 03/19/2018 – Page 1 of 2



Verification of Coverage:

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

- a. **Under the Description of Operations, the following must read as listed:**

“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.”

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

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

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

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

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

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

Date: 2-1-23

[Signature]
Signature

STATE OF New Jersey
COUNTY OF Passaic

Angel Martinez / COO
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 1 day of February, 2023, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: NY DL
Type of Identification

[Stamp/seal required]

Cynthia A Hall
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50144970
MY COMMISSION EXPIRES December 3, 2025

Cynthia A. Hall
Signature, Notary Public

EXHIBIT E
PROJECT FUNDING PACKAGE

**B220607KLB – RENTAL AND SERVICING OF PORTABLE TOILETS –
ANNUAL**

EXHIBIT E
PROJECT FUNDING PACKAGE



Advertise Date: Tuesday, November 15, 2022

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

INVITATION TO BID (B)

Solicitation No.:	<u>B220607KLB</u>		
Solicitation Name:	<u>Rental and Servicing of Portable Toilets - Annual</u>		
Open Date/Time:	<u>Friday, December 16, 2022</u>	Time:	<u>2:30 PM</u>
Location:	<u>Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers, FL 33901</u>		
Procurement Contact:	<u>Kacey Bell</u>	Title	<u>Procurement Analyst</u>
Phone:	<u>(239) 533-8835</u>	Email:	<u>kbell@leegov.com</u>
Requesting Dept.	<u>COUNTY WIDE</u>		

Pre-Bid Conference: Type: No meeting scheduled at this time
--

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

FEMA
Vendors are required to comply in accordance with
Federal Grant Requirements, 2 CFR part 200,
terms, conditions, and specifications

B220607KLB – Rental and Servicing of Portable Toilets- Annual

EXHIBIT E
PROJECT FUNDING PACKAGE



Advertisement Date: 11/15/2022

Notice to Bidder

Invitation to Bid (B)

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

B220607KLB – Rental and Servicing of Portable Toilets - Annual

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

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

2:30 PM Friday, December 16, 2022

to the office of the Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, FL 33901. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

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

There will be no Pre-Bid Conference for this solicitation.

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-bid conference and site visit has not been scheduled for this solicitation. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Kacey Bell, kbell@lee.gov

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Brooke".

Adam Brooke, CPPC, CPPB
Procurement Manager

*WWW.lee.gov/Procurement is the County's official posting site

EXHIBIT E
PROJECT FUNDING PACKAGE

Terms and Conditions
INVITATION TO BID (B)

1. DEFINITIONS

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

2. ORDER OF PRECEDENCE

- 2.1. In resolving conflicts, errors, and discrepancies, the order of precedence of the bid document is as follows
 - 2.1.1. Lee County Procurement Management Ordinance 22-06
 - 2.1.2. Change Order
 - 2.1.3. Agreement
 - 2.1.4. Addenda
 - 2.1.5. Special Conditions
 - 2.1.6. Detailed Scope of Work/Specifications
 - 2.1.7. Supplemental Information, if any
 - 2.1.8. Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Management Ordinance 22-06
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records. Sealed bids, proposals or replies received by the agency pursuant to a solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals or final replies, whichever is earlier.
 - 3.1.3. FL § 215 regarding scrutinized companies and business operations.
 - 3.1.4. FL § 218 Public Bid Disclosure Act.

EXHIBIT E

PROJECT FUNDING PACKAGE

- 3.1.5. FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
 - 3.1.6. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
 - 3.2. Local Business Tax Account: As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.
 - 3.3. License(s): Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.
4. BID – PREPARATION OF SUBMITTAL
- 4.1. Sealed Bid: Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):
 - 4.1.1. Marked with the words “Sealed Bid”
 - 4.1.2. Bid Number
 - 4.1.3. Bid Title
 - 4.1.4. Bid Due Date
 - 4.1.5. Name of the firm submitting the bid
 - 4.1.6. Contact e-mail and telephone number
 - 4.2. Bid submission shall include:
 - 4.2.1. Provide two (2) hard copies. Mark each: one “Original”, one “Copy”
 - 4.2.2. Provide one (1) electronic flash drive set of the entire submission documents.
 - 4.2.3. Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
 - 4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
 - 4.2.5. Do not lock files.
 - 4.3. Submission Format:
 - 4.3.1. Required Forms: complete and return all required forms. If the form is not applicable please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
 - 4.3.3. Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
 - 4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the Flash drive.
 - 4.3.5. The submission should not contain links to other web pages.
 - 4.3.6. Include any information requested by the County necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
 - 4.3.7. Bid Security/Bond(s), as applicable (Construction projects)
 - 4.4. Preparation Cost: The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.
5. RESPONSES RECEIVED LATE
- 5.1. It shall be the Bidder’s sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated. All references to date and time herein reference Lee County, FL local time.
 - 5.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder’s request and expense.
 - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. BIDDER REQUIREMENTS (unless otherwise noted)
- 6.1. Responsive and Responsible: Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to

B220607KLB – Rental and Servicing of Portable Toilets– Annual

EXHIBIT E

PROJECT FUNDING PACKAGE

take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.

6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.

6.1.2. Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.

6.1.3. Bidders are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Bidders shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Bidder 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. Such requirements shall flow down to sub-contractors/consultants of the prime Bidder and prime Bidder shall ensure compliance with Chapter 435 of such parties.

6.1.3.1. 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.

6.2. **BID--Past Performance:** Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.

6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactorily, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.

7. PRE-BID CONFERENCE

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

7.2. **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.

7.3. **Mandatory:** Failure to attend a mandatory pre-bid conference will result in the bid being considered non-responsive.

8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each Bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.

8.2. Response(s) will be in the form of an Addendum posted on www.lcegov.com/procurement. It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

8.3. All Addenda shall become part of the Contract Documents.

8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written

EXHIBIT E

PROJECT FUNDING PACKAGE

addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)
 - 9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.
 - 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
 - 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts, and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
 - 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.
10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)
 - 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County, no later than ten (10) business days prior to the bid opening date, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an Approved Alternate to the prescribed specifications.
 - 10.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer, and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An Approved Alternate product or service may be used.
11. NEGOTIATED ITEMS
 - 11.1. Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful bidder.
 - 11.2. After award of this bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
 - 11.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.
12. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)
 - 12.1. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.
13. CONFIDENTIALITY
 - 13.1. Bidders should be aware that all submissions provided are subject to public disclosure and will not be afforded confidentiality, unless provided by Chapter 119 FL §.
 - 13.2. If information is submitted with a bid that is deemed "Confidential" the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

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- 13.3. Lee County will not reveal engineering estimates or budget amounts for a project unless required by grant funding or unless it is in the best interest of the County. According to FL § 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.
14. BID CONFLICT OF INTEREST
- 14.1. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.
15. ANTI-LOBBYING CLAUSE (Cone of Silence)
- 15.1. Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. If it is determined that improper communications were conducted, the Bidder/Proposer may be declared non-responsible.
16. DRUG FREE WORKPLACE
- 16.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.
17. FLORIDA CERTIFIED ENTERPRISES
- 17.1. The County encourages the use of Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 17.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.
18. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY
- 18.1. The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 18.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 18.3. The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 18.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

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19. SUB-CONTRACTOR.

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

20. BID - PROJECT GUIDELINES (as applicable)

20.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:

20.1.1. No amount of work is guaranteed upon the execution of an Agreement/Contract.

20.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.

20.1.3. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.

20.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.

20.1.5. Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.

20.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

21. BID – TIEBREAKER

21.1. Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders, the following steps shall be taken to establish the award to the lowest bidder. This method shall be used for all ties.

21.1.1. Step 1 - Local Bidder: Between a local Bidder, and a non-local Bidder, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local Bidder. If local preference is prohibited by the funding source, then step 2 will replace step 1.

21.1.2. Step 2 - Drug Free Workplace: At the conclusion of step 1, if all is equal, the Bidder with a Drug Free Workplace program shall be given preference over a Bidder with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program.

21.1.3. Step 3 - Coin Flip: At the conclusion of Step 1 and Step 2, if all is equal, the contract award, or the first opportunity to negotiate, as applicable, the final outcome shall be determined by the flip of a coin.

21.2. When the tie has been broken pursuant to the above procedures, the contract award, or the first opportunity to negotiate, as applicable, shall be furnished to the prevailing Bidder.

21.3. If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of next lowest bidder, if necessary.

22. WITHDRAWAL OF BID

22.1. No bid may be withdrawn for a period of 180 calendar days after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.

22.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.

22.3. After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:

22.3.1. The bidder acted in good faith in submitting the bid,

22.3.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,

22.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and

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- 22.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

23. PROTEST RIGHTS

- 23.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 23.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.lee.gov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 23.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 22-06 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 23.4. In order to preserve the right to protest, a written "*Notice Of Intent To File A Protest*" must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.
- 23.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
- 23.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 23.5. Following receipt of the Notice of Intent to File a Protest, a "Protest Bond" and "Formal Written Protest" must be filed within ten (10) business days of Posting of the Notice of Intended Decision.
- 23.6. Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 shall constitute a waiver of the right to protest and shall bar any resulting claims.

24. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

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

25. CONTRACT ADMINISTRATION

- 25.1. Designated Contact:
- 25.1.1. The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms and procedures involved.
- 25.1.2. Lee County requires the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 25.2. BID – Term: (unless otherwise stated in the Scope of Work or Detailed Specifications)
- 25.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default contract term shall be 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.
- 25.2.2. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
- 25.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 25.3. BID – Basis of Award:
- 25.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.

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- 25.3.2. In the event the lowest responsible and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
- 25.3.3. The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive bidder(s) within the category chosen for basis of award.
- 25.3.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.
- 25.4. **Agreement/Contracts:**
- 25.4.1. The awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 25.5. **Records:**
- 25.5.1. **Retention:** The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 25.5.2. **Right to Audit/Disclosure:** These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 25.5.2.1. Keep and maintain public records required by the County to perform the service.
- 25.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 25.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 25.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 25.5.3. **Public Record: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.**
- 25.5.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.
- 25.6. **Termination:**

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- 25.6.1. Any Agreement/Contract as a result of this solicitation may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
 - 25.6.2. The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 22-06.
 - 25.6.3. Any bidder who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
 - 25.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
 - 25.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 25.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (FL §215.473);
 - 25.6.4.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);
 - 25.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)
 - 25.6.4.5. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.
26. WAIVER OF CLAIMS
- 26.1. Once this contract expires, or final payment has been requested and made, the awarded bidder shall have waived any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this Agreement/Contract.
27. LEE COUNTY PAYMENT PROCEDURES
- 27.1. Unless otherwise noted, all vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
 - 27.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.
 - 27.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
 - 27.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.
28. SAFETY DATA SHEETS (SDS) (as applicable)
- 28.1. It is the vendor's responsibility to provide Lee County with Safety Data Sheets on bid materials, as may apply to this procurement.
29. DEBRIS DISPOSAL (as applicable)
- 29.1. Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.
30. SHIPPING (as applicable)
- 30.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidders responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for

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proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.

- 30.2. The materials and/or services delivered under the bid shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

31. LOCAL VENDOR PREFERENCE

- 31.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06 and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
- 31.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
- 31.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.

32. INSURANCE (AS APPLICABLE)

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

End of Terms and Conditions Section

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INSURANCE GUIDE



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."*

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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. Under the Description of Operations, the following must read as listed:

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

b. The certificate holder must read as follows:

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

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

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End of Insurance Guide Section


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SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

1. FEDERAL FUNDING

- 1.1 When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the County or "pass-through" from another entity, the County is required to and will follow the Federal procurement standards in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Sections 200.213 and 200.317 through 200.326.
- 1.2 CONTRACTOR, further referred to as CONSULTANT/CONTRACTOR/VENDOR within this section, shall work with the County under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:
- (1) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II
 - (2) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
 - (3) Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
 - (4) 31 CFR Part 25 Rules and Procedures for Funds Transfers

Contract Cost and Price: For every procurement in excess of the Simplified Acquisition Threshold, including contract modifications, the County shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the County shall consider the complexity of work, the risk to be borne by the contractor, the contractor's investment, the amount of subcontracting necessary, the quality of the contractor's record and past performance, and industry profit rates for the surrounding geographical area. "Cost Plus Percentage" methods for determining profit may not be used.

2. EQUAL EMPLOYMENT OPPORTUNITY

- 2.1. During the performance of this contract, the contractor agrees as follows:
- 2.1.1. The CONSULTANT/CONTRACTOR/VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT/CONTRACTOR/VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT/CONTRACTOR/VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - 2.1.2. The CONSULTANT/CONTRACTOR/VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT/CONTRACTOR/VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 2.1.3. The CONSULTANT/CONTRACTOR/VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation

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information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT/CONTRACTOR/VENDOR's legal duty to furnish information.

- 2.1.4. The CONSULTANT/CONTRACTOR/VENDOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT/CONTRACTOR/VENDOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 2.1.5. The CONSULTANT/CONTRACTOR/VENDOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - 2.1.6. The CONSULTANT/CONTRACTOR/VENDOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - 2.1.7. In the event of the CONSULTANT/CONTRACTOR/VENDOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONSULTANT/CONTRACTOR/VENDOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 2.1.8. The CONSULTANT/CONTRACTOR/VENDOR will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONSULTANT/CONTRACTOR/VENDOR. The CONSULTANT/CONTRACTOR/VENDOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT/CONTRACTOR/VENDOR becomes involved in, or is threatened with, litigation with a sub-CONSULTANT/CONTRACTOR/VENDOR as a result of such direction, the CONSULTANT/CONTRACTOR/VENDOR may request the United States to enter into such litigation to protect the interests of the United States.
3. MAINTENANCE OF RECORDS
- 3.1. The CONSULTANT/CONTRACTOR/VENDOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONSULTANT/CONTRACTOR/VENDOR for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.
 - 3.2. CONSULTANT/CONTRACTOR/VENDOR shall provide, when requested, access by the County, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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- 3.3. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3.4. CONSULTANT/CONTRACTOR/VENDOR agrees to provide the GRANT AGENCY Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- 3.5. CONSULTANT/CONTRACTOR/VENDOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.
- 3.6. The County and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of the County.
4. **DHS SEAL, LOGO, AND FLAGS**
 - 4.1. The CONSULTANT/CONTRACTOR/VENDOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific GRANT AGENCY pre-approval.
5. **LOCAL VENDOR PREFERENCE EXCLUSION:**
 - 5.1. Local Vendor Preference Ordinance has been waived for this service/purchase request and any and all references contained herein are non-applicable to this request and subsequent contract and/or purchase order(s).
6. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS**
 - 6.1. This is an acknowledgment that GRANT AGENCY financial assistance will be used only to fund the services requested. The CONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, GRANT AGENCY policies, procedures, and directives.
7. **NO OBLIGATION BY THE FEDERAL GOVERNMENT**
 - 7.1. The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT/CONTRACTOR/VENDOR, or any other party pertaining to any matter resulting from the Solicitation.
8. **FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS**
 - 8.1. The CONSULTANT/CONTRACTOR/VENDOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT/CONTRACTOR/VENDORS actions pertaining to this solicitation.
9. **SUBCONTRACTS**
 - 9.1. The selected firm must require compliance with all federal requirements of all sub-CONSULTANT/CONTRACTOR/VENDORS performing work for Prime CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with sub-CONSULTANT/CONTRACTOR/VENDORS.

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10. CONFLICT OF INTEREST

- 10.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONSULTANT/CONTRACTOR/VENDORS or parties to subcontracts.

11. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

- 11.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.
- 11.2. Sub-CONSULTANT/CONTRACTOR/VENDOR requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-CONSULTANT/CONTRACTOR/VENDORS.
- 11.3. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.
- 11.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

12. ENERGY POLICY AND CONSERVATION ACT

- 12.1. CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

13. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- 13.1. Place qualified small and minority businesses and women's business enterprises on solicitation lists.
- 13.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 13.3. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 13.4. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- 13.5. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- 13.6. Requiring the prime CONSULTANT/CONTRACTOR/VENDOR, if subcontracts are to be let, to take the five previous affirmative steps.

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14. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)

14.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its GRANT AGENCY award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for “Produced in the United States” and “manufactured products” that states should review.

15. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)

15.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. See Prohibitions on Expending GRANT AGENCY Award Funds for Covered Telecommunications Equipment or Services-Interim Policy for additional information.

16. TERMINATION FOR CAUSE AND/OR CONVENIENCE

16.1. The County, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause (for convenience), in whole or in part, when the County determines in its sole discretion that it is in the County’s best interest to do so. In the event of termination, the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.

16.2. If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

17. SUSPENSION AND DEBARMENT

17.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

17.2. The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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17.3. This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

17.4. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18. RECOVERED MATERIALS

18.1. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

18.2. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>

19. REMEDIES

19.1. In the event the CONSULTANT/CONTRACTOR/VENDOR fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the County may, upon fifteen (15) calendar days written notice to the CONSULTANT/CONTRACTOR/VENDOR and upon the CONSULTANT/CONTRACTOR/VENDOR's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

19.1.1. Withhold or suspend payment of all or any part of a request for payment.

19.1.2. Require that the CONSULTANT/CONTRACTOR/VENDOR refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

19.1.3. Exercise any corrective or remedial actions, to include but not be limited to:

19.1.4. Requesting additional information from the CONSULTANT/CONTRACTOR/VENDOR to determine the reasons for or the extent of non-compliance or lack of performance;

19.1.5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;

19.1.6. Advising the CONSULTANT/CONTRACTOR/VENDOR to suspend, discontinue or refrain from incurring costs for any activities in question; or

19.1.7. Requiring the CONSULTANT/CONTRACTOR/VENDOR to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

20. OTHER REMEDIES AND RIGHTS

20.1. Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the CONSULTANT/CONTRACTOR/VENDOR, it will not affect,

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extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the CONSULTANT/CONTRACTOR/VENDOR.

- 20.2. Unless otherwise provided by the Contract, all claims, counterclaims, disputes and other matters in question between the County and the CONSULTANT/CONTRACTOR/VENDOR arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

21. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708)

- 21.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 21.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 21.3. Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary
- to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 21.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

22. CLEAN AIR ACT

- 22.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 22.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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22.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

23. FEDERAL WATER POLLUTION CONTROL ACT

23.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

23.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

23.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

24. BYRD ANTI-LOBBYING AMENDMENT

24.1. CONSULTANT/CONTRACTOR/VENDORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

End of Supplemental Conditions

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SPECIAL CONDITIONS

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

1. TERM

1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. There may be an option to extend this Agreement as specified in the Scope of Work of specifications upon the approval of both the County and the Vendor at the same time of extension or renewal for three (3) additional one (1) year periods.

2. BASIS OF AWARD

2.1. The basis of award shall be determined by the lowest grand total (Bid Group 1, 2, 3, and 4 = grand total on the bid schedule) of the most responsive, responsible, and qualified Vendor(s) meeting all bid specifications. Following the County's rights as described and reserved herein, multiple Vendors may be awarded Agreements under this solicitation. When awards are made to multiple Vendors the County reserves the right to assign a status of Primary and Secondary as applicable. The Primary Vendor will be the first contact. If the Primary is unable to fulfill the need or meet the timeline required, the Secondary would be the next order of contact, as applicable. Additionally, the order of the award can be changed because of deficient or non-compliant performance. The County also reserves the right during the Agreement term to award to contract to the next ranking compliant bid if it is in the best interest of the County. For additional information, see the "Basis of Award" section 25.3 of the General Terms and Conditions.

2.2. Vendors(s) are required to bid on all line items in Groups one (1) through four (4) to be considered eligible for award. Failure to bid all line items will deem the Vendor as non-responsive.

2.3. Optional pricing for two stall, four stall and ADA Compliant Restroom Trailers all with handwashing sinks, although not part of the basis of award, shall be bid by all Vendors and shall become part of contract pricing.

3. LOCAL VENDOR PREFERENCE EXCLUSION

3.1. The Lee County Local Vendor Preference Ordinance has been waived for this solicitation and all references contained herein and non-applicable to this solicitation and subsequent Agreement and/or Purchase Order(s).

4. FEMA REIMBURSEMENT

4.1. Work completed under this Agreement may be reimbursed by FEMA as a result of an emergency or disaster. The Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. Vendors are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications.

5. PROJECT FUNDING NOTICE

5.1. This contract is for the normal day to day rental and servicing of portable toilets. However, there may be times due to declared emergencies that custodial services are required and may be funded in whole or in part by the Federal Emergency Management Agency (FEMA). As such, during emergency as ordered by the County, the Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package and further agrees to incorporate all such clauses, provisions, and regulations into any sub-contracted agreements or relationships Vendor creates to support Vendor's servicing to County under this Agreement.

5.1.1 The Purchase Order will list any alternate funding sources should they apply.

End of Special Conditions Section

23 B220607KLB – Rental and Servicing of Portable Toilets- Annual

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SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with qualified Vendor(s) to provide rental and servicing of portable toilets and handwashing stations, as required, on an "as-needed" basis. Items shall include, but are not limited to:
 - 1.1.1. Standard Portable Toilets
 - 1.1.2. Standard Portable Toilets (ADA Compliant)
 - 1.1.3. Dual Handwashing Station
 - 1.1.4. Two Stall, Four Stall and ADA Compliant Restroom Trailers (optional bid)
- 1.2. The Vendor(s) shall supply, deliver and provide complete setup, maintenance, and their removal in accordance with the requirements specified hereinafter. All equipment and materials must conform to all applicable federal, state, and local standards.
- 1.3. Services under this Agreement shall be provided during standard times of need or in the event of a disaster, as requested. This shall include but is not limited to special events and/or emergency situations.

2. PRICING

- 2.1. This is an annual Agreement, which is not for any specific project. Work will be authorized, scheduled, funded, and accounted for by issuance of a Purchase Order, by the requesting department, division, or other governmental entity.
- 2.2. The County shall be eligible for any additional discounts, specials, and/or promotions offered by the Vendor during the term of the contract should those discounts, specials, and/or promotions offer a lower cost to the County.
- 2.3. Vendor shall provide pricing for daily, weekly, and monthly rates for the items specified on the Bid Proposal form included in this solicitation.
 - 2.3.1. Pricing shall include delivery and pickup from any and all locations in Lee County as directed.
 - 2.3.1.1. Delivery and pickup shall be provided Monday through Friday with Saturday and/or Sunday service required for various locations and events. Hours of delivery and pickup service may vary and shall be coordinated between authorized County personnel and Vendor. Vendor shall be capable of providing delivery and/or pickup services outside of standard working hours, such as after 5:00 PM and up to 8:00 AM.
 - 2.3.1.2. Unit(s) shall be available for delivery within twenty-four (24) hours from notification.
 - 2.3.1.3. County departments may require emergency servicing of equipment requiring immediate response. At such time, the Vendor shall be required to furnish, remove, or service units as specified in no more than two (2) hours of request. Emergency services shall be available twenty-four (24) hours per day, seven (7) days a week, as required. Vendor(s) shall provide pricing on Bid/Proposal Form relating to emergency after-hours requests.
 - 2.3.2. Pricing shall include supply of all consumables, including but not limited to toilet paper, paper towels, soap, etc.
 - 2.3.3. In the event additional servicing is required by the user departments, the additional servicing shall be considered a separate charge from the regular service rate charge and shall be billed accordingly.

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3. SPECIFICATIONS & VENDOR RESPONSIBILITIES

- 3.1. Standard chemical toilets shall be portable, self-contained, and made of molded fiberglass or heavy-duty plastic.
- 3.2. American with Disabilities Act (ADA) Compliant portable toilet units
 - 3.2.1 ADA compliant portable toilet units shall mean units designated accessible for use by persons with disabilities and shall be built in accordance with the current accessibility standards set forth in the ADA Accessibility Guidelines (ADAAG), Uniform Federal Accessibility Standards (UFAS), Fair Housing Act Design Manual, Florida Accessibility Code for Building Construction, and/or the 2010 ADA Accessibility Standards for Accessible Design, as applicable, in the following specifications. ADA compliant units shall meet all ADA requirements, implementing regulations, and guidelines, latest editions.
 - 3.2.2 ADA compliant units shall be marked with the international symbol of accessibility.
 - 3.2.3 Roof shall be provided with skylights.
 - 3.2.4 Doorway shall provide a minimum 32" clear width measured with the door open at right angles, and a minimum 80" height clear of any protruding objects such as an overhead door closer. The door shall be self-closing with, no more than 8.5 pounds of pressure, and shall be equipped with a lever latch and screened ventilation grille.
 - 3.2.5 Doors to units shall be provided with a working internal lock with a mechanism that can be operated with a closed fist and without pinching, grabbing, or twisting.
 - 3.2.6 ADA Compliant portable toilet units shall have a holding tank capacity of not less than 45 gallons. This requirement only applies to the accessible units with lavatories.
- 3.3. Dual Handwashing Stations shall be a separate stand-alone sink. All dual handwashing stations shall include a waste receptacle for paper towel disposal.
- 3.4. All units shall be provided with urinals (except ADA compliant unit).
- 3.5. Standard portable toilets shall have a holding tank capacity of not less than twenty-four (24) gallons.
- 3.6. Floors and interior walls of the units shall have a non-absorbent finish and should be easily cleanable by Vendor.
- 3.7. All units shall be equipped with original equipment and/or manufacturer's replacement parts. Units with altered or rigged equipment will not be accepted.
- 3.8. All units shall be equipped with a working lock system, an occupied/vacant indicator, and a tissue paper holder that is firmly attached to the unit per manufacturer's specification. The seat cover shall be hinged and in working order. All other equipment shall be in working order.
- 3.9. All units shall be affixed with an identifying number, which will be for identification and location control. Additionally, all units shall have listed, in a conspicuous place, the name, address, and telephone number of the servicing company.
- 3.10. Vendor(s) shall provide portable toilet units that are clean, in excellent condition, free from defects, and without graffiti.
 - 3.10.1. All units shall be delivered with an adequate supply of full, unopened rolls of toilet paper.
 - 3.10.2. If units contain hand sanitizer, those dispensers must be delivered full.

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- 3.10.3. If units contain paper towel dispensers, an adequate supply of full, unopened rolls of paper towels shall be provided.
 - 3.10.4. Each unit shall be sufficiently ventilated to eliminate any odor.
 - 3.10.5. Seats or seat covers shall be stable and shall not be sprung to return to a lift position.
 - 3.10.6. Units shall have ventilating grilles properly screened and placed at sufficient height to assure privacy.
 - 3.11. The Vendor(s) shall be responsible for securely placing all units in order to minimize chances of units being blown over or tipped when applicable. The Vendor(s) shall provide tie-down service at the County's request at no additional charge.
 - 3.12. The Vendor(s) shall not engage in any digging, or below the surface anchoring without first coordinating such anchoring with the proper county authority and requesting applicable dig permits.
 - 3.13. The Vendor(s) shall be responsible for restoring or repairing blown over units or units tipped due to vandalism within twenty-four (24) hours of notification. However, in emergency circumstances, the Vendor(s) may be requested to provide immediate (within 2 hours) or after hours support if a unit is creating a hazard.
 - 3.14. In the event of an impending natural disaster, the Vendor(s) shall take necessary precautions to remove units from County locations.
 - 3.15. The County will not be responsible for damage to units which are not directly the result of the actions of County employees.
 - 3.16. The Vendor(s) shall be responsible for any property damage caused from the placement of all portable units.
 - 3.17. The Vendor(s) shall be responsible for any necessary cleanup, repair or replacement resulting from, but not limited to, any spills and/or turnovers.
 - 3.18. The Vendor(s) shall be responsible for all theft, destruction, and/or vandalism of all portable toilets.
 - 3.19. Vendor(s) shall make all repairs required to ensure the units are serviceable at all times. Minor repairs shall be made on site when possible. Any unit which cannot be repaired on site must be exchanged within twenty-four (24) hours.
 - 3.20. The Vendor(s) shall replace a unit at any time, for any reason, if requested by the County.
 - 3.21. The restroom trailer which is an optional bid for the vendor shall be a two stall with AC and handwashing sinks, a four stall with AC and handwashing sinks and an ADA Compliant Restroom Trailer with AC and handwashing sinks which should be supplied with generator power as well.
4. **DISPOSAL OF WASTE PRODUCTS**
- 4.1. The Vendor(s) shall follow all requirements for the removal of contents of holding tanks and chemical toilets per the Florida Administration Code Chapter 64E-6, Sewage Disposal Facilities.
<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=64e-6>
 - 4.2. The Vendor(s) must have obtained and provide a copy to the County upon request, prior to commencing required cleaning and removal of contents of holding tanks an operational permit from the Department of Health.

EXHIBIT E
PROJECT FUNDING PACKAGE

- 4.3. Disposal of contents of chemical toilets and holding tanks shall be disposed into a septic treatment and disposal facility approved by the Department of Health or into a treatment facility permitted by the Florida Department of Environmental Protection. If quaternary ammonium sanitizing and deodorizing compounds are used in the servicing of chemical toilets, wastes cannot be treated at lime stabilization facilities.
- 4.4. The following equipment is required for the disposal of waste products:
- 4.4.1. Servicing trucks shall have a dual compartment tank and be approved by the Department of Health.
 - 4.4.2. One tank shall be for receiving and removing waste and be equipped with a suction hose having a cut-off valve not more than 36 inches from the intake end.
 - 4.4.3. The second tank shall be used for clean water storage and shall have a capacity of at least equal to 10% of the waste tank or 100 gallons, whichever is greater. Water from the clean tank shall be provided under pressure.
 - 4.4.4. The waste storage tank shall be maintained as necessary to prevent the creation of sanitary nuisance conditions.

5. SERVICING

- 5.1. Servicing shall be defined as cleaning, sanitizing, deodorizing, pumping, and removal of waste in accordance with all state, federal, and local laws. Servicing shall include, but is not limited to:
- 5.1.1. Removal and disposal of human waste;
 - 5.1.2. Removal and disposal of trash in and around the unit;
 - 5.1.3. Repairing any damages;
 - 5.1.4. Refilling with appropriate chemicals;
 - 5.1.5. Stocking of toilet paper, hand sanitizer and other consumables where applicable;
 - 5.1.6. All holding tanks for waste products from the lavatories shall be completely emptied and thoroughly cleaned and disinfected with an approved disinfectant. Disinfectant shall be used in sufficient quantities to provide odorless operation during usage;
 - 5.1.7. Clean water storage tanks for lavatories shall be cleaned as necessary and filled to capacity;
 - 5.1.8. Dual handwashing stations shall be cleaned and stocked with liquid hand soap and paper towels;
 - 5.1.9. The inside of all units shall be thoroughly washed, scrubbed, brushed, rinsed, and wiped dry. This operation shall include the tops and bottoms of seats and seat covers, all walls, floors, doors, tops of all tanks, all grab bars, and handwashing stations, if provided in the unit. No disinfectant, water or other liquids shall be left on any touchable surface;
 - 5.1.10. The outside of the units shall be scrubbed or hosed down and wiped clean.
- 5.2. Servicing Frequency:
- 5.2.1. Daily rentals shall be serviced on a daily basis;
 - 5.2.2. Weekly rentals shall be serviced every Monday, Wednesday, and Friday;

EXHIBIT E
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5.2.3. Monthly rentals shall be serviced twelve (12) times per month. County staff will notify Vendor, twenty-four (24) hours prior to the service being needed.

End of Scope of Work and Specifications Section

EXHIBIT E
PROJECT FUNDING PACKAGE

LEE COUNTY DOCUMENT MANAGEMENT FORM
For
B220466KLB – Rental and Servicing of Portable Toilets – Annual

These forms are required as indicated below and all required forms should be submitted with all submissions. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked “N/A or Not Applicable” across the form in large letters and returned with your submission package.

FORM #	TITLE / DESCRIPTION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
1a	Proposal Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Affidavit Principal Place of Business	Required	
6	Sub-Contractor List	If Applicable	
7	Public Entity Crime Form	Required	
GRANT FUNDING – REQUIRED DOCUMENTS			
8	Certification Regarding Lobbying	Required	
9	Certification of Lobbying Activities	Required	
10	Immigration Law Affidavit Certification (E-Verify) <small>(Provide evidence of E-Verify account)</small>	Required	
11	Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion <small>CONSULTANT shall ensure that any SUB-CONSULTANTS added following award of this project shall receive approval by the COUNTY authorized representative and shall complete this form and submit to COUNTY.</small>	Required	
*	Proposal Label	Required	
*	Inclusion of any licenses or certifications requested.	If Applicable	

It is the Proposer's responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within you submission package.

EXHIBIT E

PROJECT FUNDING PACKAGE

FORMS DESCRIPTION & INSTRUCTIONS

INVITATION TO BID

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

<u>Form #</u>	<u>Title/Description</u>
1	<p><i>Solicitation Response Form</i></p> <p>All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed with the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from http://www.sunbiz.org as certification of this required information. Sample attached for your reference.</p> <p>Verify that all Addenda and tax identification number have been provided.</p>
1a	<p><i>Bid/Proposal Form</i></p> <p>This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County.</p>
*	<p><i>Business Relationship Disclosure Requirement</i></p> <p>Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by § 112.313(12)(b), F.S.) to be completed and returned with the Solicitation Response. It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.</p> <p>NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.</p>
2	<p><i>Affidavit Certification Immigration Laws</i></p> <p>Submission of this form constitutes acknowledgement that the Bidder is in compliance in regard to all applicable immigration laws.</p>
3	<p><i>Reference Survey</i></p> <p>Provide this form to reference respondents. <u>For Bids, this form will be requested from the apparent low Bidder prior to the award. (not required to submit with bid)</u></p> <ol style="list-style-type: none"> 1. Section 1: Bidder/Proposer to complete with <u>reference respondent's</u> information prior to providing to them for their response. (This is not the Bidder/Proposer's information.) 2. Section 2: Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response. 3. The <u>reference respondent</u> should complete "Section 3." 4. Section 4: The reference respondent to print and sign name 5. Three (3) Reference responses are to be provided upon request. 6. Failure to obtain reference surveys may make your company non-responsive.

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- 4 *Negligence or Breach of Contract Disclosure Form*
The form may be used to disclose negligence or breach of contract litigation that your company may have been a part of over the past ten (10) years. You may need to duplicate this form to list all history. If the Bidder has more than ten (10) lawsuits, you may narrow them to litigation of the company or subsidiary submitting the Solicitation Response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and whether a monetary amount was awarded. The settlement amount may remain anonymous.
If you have no litigation, enter "None" in the first "type of incident" block of the form. Please do not write N/A on this form.
- 5 *Affidavit - Principal Place of Business*
Certifies Bidder's location information.
- 6 *Sub-Contractor/Consultant List*
To be completed and returned when sub-contractors/consultants are to be utilized and are known at the time of the submission.
- 7 *Public Entity Crime Form*
Any person or affiliate, as defined by statute, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Bid on a Contract to provide any goods or services to the County; may not submit a Bid on a contract with the County for the construction or repair of a public building or a public work; may not submit Bids or leases of real property to the County; may not be Awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 8 *Certification Regarding Lobbying (Required)*
To be completed and returned by Vendor with submittal. Certifies that no Federal appropriated funds have been paid or will be paid by the Vendor any person for influencing or attempting to influence the awarding of a contract.
- 9 *Disclosure of Lobbying Activities (Required)*
To be completed and returned by the Vendor with submittal if applicable. Provides disclosure of lobbying activities.
- 10 *Immigration Law Affidavit Certification (E-Verify) (Required)*
To be completed and returned by the Vendor with submittal. Certifies that the Vendor is fully compliant with all immigration laws, comply with and provide proof of enrollment in E-Verify program.
- 11 *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Required)*
To be completed and returned by the Vendor with submittal. Certifies that the Vendor is not presently debarred, suspended, and ineligible or voluntary excluded from participating in this contract.
- * *Bid/Proposal Label*
Self-explanatory. Please affix to the outside of the sealed submission documents.

EXHIBIT E
PROJECT FUNDING PACKAGE

- * *Include any licenses or certifications requested*
Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

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

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: 11/21/22 Bid Due Date: 12/16/2022
 SOLICITATION IDENTIFICATION: B220607KLB
 SOLICITATION NAME: Rental and Servicing of Portable Toilets - Annual
 COMPANY NAME: JOHN TO GO FL LLC
 NAME & TITLE: (TYPED OR PRINTED) ABE BREVEN CEO
 BUSINESS ADDRESS: (PHYSICAL) 29055 SW 104th Ave Homestead FL 33033
 CORPORATE OR MAILING ADDRESS: 21 VAN NATA DR RINGWOOD NJ 07456
 SAME AS PHYSICAL
 ADDRESS MUST MATCH SUNBIZ.ORG
 E-MAIL ADDRESS: INFO@JOHNTOGO.COM
 PHONE NUMBER: 845 494 2890 FAX: 845 362 4622

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL **NOT NOTIFY**.
 By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:
 No. _____ Dated: _____ No. _____ Dated: _____
 No. _____ Dated: _____ No. _____ Dated: _____
 Tax Payer Identification Number: 85-0449208

(1) Employer Identification Number -OR- (2) Social Security Number:
 ** Lee County collects your social security number for tax reporting purposes only
 Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations. (a sample is attached for your reference)

- Collusion Statement:** Lee County, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.
- Scrutinized Companies Certification:**
 Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.
 As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

EXHIBIT E

PROJECT FUNDING PACKAGE

Form 1 - Solicitation Form, Page 2

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

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

Business Relationship Applicable (request form) Business Relationship NOT Applicable

Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE)

Yes No

4 Proposer? If yes, please attach a current certificate.

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

LOW TO GO FLOW

Company Name (Name printed or typed)

ABE BREUER

Authorized Representative Name (printed or typed)

CEO

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature

(Affix Corporate Seal, as applicable)

(Affix Corporate Seal, as applicable)

Witness/Attested by:

Witness/Secretary Signature

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

Bidders may not adjust or modify data provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

EXHIBIT E
PROJECT FUNDING PACKAGE

www.sunbiz.org - Department of State

Page 1 of 1

Detail by Entity Name

Florida Profit Corporation

~~Blis Model Corporation~~

Filing Information

Document Number: 665555
 FEIN Number: 811111111
 Date Filed: 08/22/2009
 State: FL
 Status: ACTIVE
 Last Event: AMENDED AND RESTATED ARTICLES
 Event Date Filed: 07/25/2008
 Event Effective Date: NONE

Principal Address Verify either Principal or Mailing address is on Form 1

555 N Main Street
 Your Town, USA 99009
 Changed: 02/11/2012

Mailing Address

555 N Main Street
 MYourTown, USA 99009
 Changed: 02/11/2012

Registered Agent Name & Address

My Registered Agent
 111 Registration Road
 Registration, USA 99009
 Name Changed: 12/14/2009
 Address Changed: 12/14/2009

Officer/Director Detail

Name & Address

TREAS
 President, First
 555 AVENUE
 Anytown, USA 99009

TREAS
 President, Second
 555 AVENUE
 Anytown, USA 99009

IMPORTANT:
 For corporations, ALL documents must be signed by the president of the company or its authorized agent. For any individual other than the president, we will need one of the following to confirm their authority to sign:
 1. a corporate resolution by the Board of Directors, or
 2. an extract of minutes, or
 3. an extract of Votes by the Board of Directors.
 If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in the role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).
 With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statute. Managers or managing members have inherent authority to bind an LLC.
 If the president of a corporation or a managing member of an LLC delegates their authority, such delegation must be sent to Sunbiz company licensed with the President's or manager/ managing member's original, wet signature.

01/03/2018

Sample Only

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 1a – Bid/Proposal Form



PROCUREMENT MANAGEMENT DEPARTMENT
BID/PROPOSAL FORM

COMPANY NAME: JOHN TO GO FL LLC

SOLICITATION: B220607KLB – Rental and Servicing of Portable Toilets – Annual

This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete Bid Schedule. The Excel document contains formulas for convenience; however, it is the Contractor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

REMINDER: In the event there is a discrepancy between the total quoted amount, or the extended amounts and the unit prices quoted, the unit prices will prevail, and the corrected sum will be considered the quoted price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will deem Bidder as non-responsive and ineligible for award.

Bidders may not adjust or modify data provided within the Bid/Proposal Form. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work as specified herein.

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **B220607KLB** SOLICITATION NAME: **Rental and Servicing of Portable Toilets - Annual**

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

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY. PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

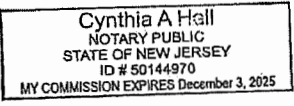
BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: JOHN TO GO LLC
 Signature: [Signature] Title: CEO Date: 11/21/22

STATE OF New Jersey
 COUNTY OF Passaic

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 21 day of November 2022, by Abe Brewer who has produced NY ID as identification. (Print or Type Name)

Cynthia A. Hall
 Notary Public Signature
Cynthia A. Hall
 Printed Name of Notary Public
50144970 12-3-25
 Notary Commission Number/Expiration



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

EXHIBIT E

PROJECT FUNDING PACKAGE

Form 3 - Reference Survey

Lee County Procurement Management
Reference Survey

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: RENTAL AND SERVICE OF PORTABLE TOILETS

Section 1 Reference Respondent Information	Please return completed form to:
FROM: <u>ABE BREUER</u>	Bidder/Proposer:
COMPANY: <u>JOHN TO GO LLC</u>	Due Date:
PHONE #: <u>845 362 2300</u>	Total # Pages: <u>1</u>
FAX #: <u>845 362 4622</u>	Phone #: _____ Fax #: _____
EMAIL: <u>INFO@JOHNTOGO.COM</u>	Bidder/Proposer E-Mail: _____

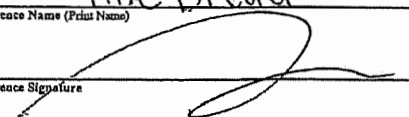
Section 2 Bidder/Proposer Information (Use applicable Similar Performed Project? (Bidder/Proposer to enter details of a project performed for above reference respondent))			
Bidder/Proposer Name: <u>JOHN TO GO</u>			
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	<u>YES</u>
2. Were any problems encountered with the company's work performance?	<u>NO</u>
3. Were any change orders or contract amendments issued, other than owner initiated?	<u>NO</u>
4. Was the job completed on time?	<u>YES</u>
5. Was the job completed within budget?	<u>YES</u>
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. <small>Rate from 1 to 10. (10 being highest)</small>	<u>10</u>
7. If the opportunity were to present itself, would you rehire this company?	<u>YES</u>
8. Please provide any additional comments pertinent to this company and the work performed for you:	

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name) Abe Breuer

Reference Signature 

Form 4 - Negligence or Breach of Contract Disclosure Form



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT
DISCLOSURE FORM**

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1.

Company Name: _____

Type of Incident (Alleged Negligence, Breach of Contract, etc.)	Incident Date And Date Filed	Plaintiff (Who Took Action Against Your Company)	Case Number	Court County/Judge	Project	Claim Reason (Who is Responsible)	Final Outcome (Who Prevailed)

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

Page Number: Of Total pages

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

EXHIBIT E

PROJECT FUNDING PACKAGE

Form 5 - Affidavit Principal Place of Business



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

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

Company Name: John To Go Fl LLC
Abe Brewer President
Printed name of authorized signer Title

[Signature] 11-21-22
Authorized Signer Date

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

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 21 day of November 2022 by Abe Brewer who has produced NJ ID as identification. (Type of Identification and Number)

Notary:
 State of New Jersey
 County of Passaic
Cynthia A. Hall
Notary Public Signature

Cynthia A Hall
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 ID # 50144970
 MY COMMISSION EXPIRES December 3, 2025

Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of: Lee County Non-Local
- Local Business Tax License # 7334223-Miami
2. Address of Principal Place of Business: 18931 State Rd 31
NW 10 Ft Meyers FL 33917
3. Number of years at this location 1 years
4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years
 Yes* No *If yes, attach contractual history for past 3 consecutive years
5. Number of available employees for this contract _____
6. Does your company have a Drug Free Workplace Policy
 Yes No

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 6 - Sub-contractor/consultant List



SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a valid phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 7 - Public Entity Crime Form

Page 1 of 2

**Public Entity Crime
Form**

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

1. This sworn statement is submitted to John to Go FL LLC
(Print name of the public entity)
by Abe Breuer- President
(Print individual's name and title)
for John to Go FL LLC
(Print name of entity submitting sworn statement)
whose business address is 18931 State Rd 31, North Fort Myers, FL 33917
(If applicable) its Federal Employer Identification Number (FEIN) is 05-0611971

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

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

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

42 B220607KLB - Rental and Servicing of Portable Toilets- Annual

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 7 Continued - Public Entity Crime Form
Page 2 of 2

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

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

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

(Signature)

01/19/2023

(Date)

STATE OF New Jersey
COUNTY OF Passaic

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 19 day of January 2023, by Abe Brewer who has produced
(Print or Type Name)

NY ID as identification.
(Type of Identification and Number)

Cynthia A. Hall
Notary Public Signature

Cynthia A. Hall
Printed Name of Notary Public

50144970 12/3/25
Notary Commission Number/Expiration

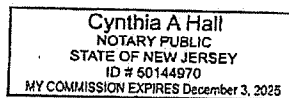


EXHIBIT E
PROJECT FUNDING PACKAGE

Form 8 - Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, John To Go FL LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Abe Brewer President
Name & Title of Contractor's Authorized Official

11-21-22
Date

EXHIBIT E

PROJECT FUNDING PACKAGE

Form 9 - Certification of Lobbying Activities

NONE

DISCLOSURE OF LOBBYING ACTIVITIES		
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.		Approved by OIG 4940-0013
1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. initial appropriation <input checked="" type="checkbox"/> b. fiscal year <input type="checkbox"/> c. supplemental	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Subchapter S Name: _____ Street: _____ City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
5. If Reporting Entity in No. 4 is Subchapter S, Enter Name and Address of Prime: _____		
6. * Federal Department/Agency: _____		7. * Federal Program Name/Description: _____ CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$: _____
10. a. Name and Address of Lobbying Registrant: Name: _____ First Name: _____ Middle Name: _____ Last Name: _____ Suffix: _____ Street: _____ Street 2: _____ City: _____ State: _____ Zip: _____		
b. Individual Performing Services (provide address, if different from 10a.) Name: _____ First Name: _____ Middle Name: _____ Last Name: _____ Suffix: _____ Street: _____ Street 2: _____ City: _____ State: _____ Zip: _____		
Information required through this form is authorized by 31 U.S.C. section 1352. The disclosure of lobbying activities is a matter of public information of fact, which information placed by the law upon the information was made available to the public. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Name: _____ First Name: <u>He</u> Middle Name: _____ Last Name: <u>Brace</u> Suffix: _____ Title: <u>President</u> Telephone No.: <u>845-494-1990</u> Date: <u>11-11-22</u>		

EXHIBIT E

PROJECT FUNDING PACKAGE

Form 10 - Immigration Law Affidavit Certification

Immigration Law Affidavit Certification

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; It is not a substitute for any other employment eligibility verification requirements. The program will be used for Lee County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Exceptions to the program:

- Commodity based procurement where no services are provided.

Vendors / Bidders are required to enroll in the E-Verify program. Vendors are required to provide the Lee County Procurement Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents.

Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, *et seq.* and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 10 Continued - Immigration Law Affidavit Certification

Attachment: Immigration Law Affidavit Certification

Solicitation # and Title : B200122RJD, Disaster Relief Rental Services

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals.

Lee County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

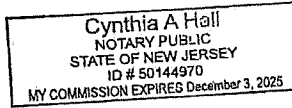
Lee County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Lee County.

Vendor attests that they are fully compliant with all applicable Immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name John To Go FL LLC
Print Name Abe Brewer Title President
Signature [Signature] Date 11-21-22
State of New Jersey
County of Passaic

The foregoing instrument was signed and acknowledged before me this 21 day of November, 2022 by Abe Brewer who has produced NY ID as identification.
(Print or Type Name) (Type of Identification and Number)

Cynthia A. Hall
Notary Public Signature
Cynthia A. Hall
Printed Name of Notary Public
50144970 12/3/25
Notary Commission Number/Expiration



The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 11 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

CONSULTANT/CONTRACTOR/VENDOR Covered Transactions

- [1] The prospective CONSULTANT/CONTRACTOR/VENDOR, John To Go LLC
of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is
presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded
from participation in this transaction by any Federal department or agency.
- [2] Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective
subcontractor shall attach an explanation to this form.

CONSULTANT/CONTRACTOR/VENDOR

By: _____
Signature
Eric Brewer
Name and Title
111 Bush Lane
Street Address
Spring Valley NY 10977
City, State, Zip
11/21/22
Date

EXHIBIT E
PROJECT FUNDING PACKAGE

Lee County Procurement Management
BID/PROPOSAL FORM

LEE COUNTY
SOUTHWEST FLORIDA

COMPANY NAME: JOHN 70 GO FL LLC

SOLICITATION: B220607KLB - Rental and Servicing of Portable Toilets - Annual

Having carefully examined the Contract Documents, Vendor proposes to furnish the following which meeting these specifications.

The Excel document contains formulas for convenience, however it is the Vendor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s). REMINDER: In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

B220607KLB - Rental and Servicing of Portable Toilets - Annual

Group 1 - Daily Rate

Item	Description	Unit	Quantity	Unit Price	Extension
1. a	Standard Portable Toilet (includes Daily Servicing)	EA	1	\$ 125 -	\$ 125 -
1. b	ADA Compliant Portable Toilet (Includes Daily Servicing)	EA	1	\$ 159 -	\$ 159 -
1. c	Dual Handwashing Station (Includes Daily Servicing)	EA	1	\$ 110 -	\$ 110 -
1. d	Additional Servicing of Unit (not included in Daily Servicing)	EA	1	\$ 45 -	\$ 45 -
Group 1 - Daily Sub-total:					\$ -

Group 2 - Weekly Rate

Item	Description	Unit	Quantity	Unit Price	Extension
2. a	Standard Portable Toilet (includes Weekly Servicing)	EA	1	\$ 125 -	\$ 125 -
2. b	ADA Compliant Portable Toilet (Includes Weekly Servicing)	EA	1	\$ 159 -	\$ 159 -
2. c	Dual Handwashing Station (includes Weekly Servicing)	EA	1	\$ 110 -	\$ 110 -
2. d	Additional Servicing of Unit (not included in Weekly Servicing)	EA	1	\$ 45 -	\$ 45 -
Group 2 - Weekly Sub-total:					\$ -

Group 3 - Monthly Rate

Item	Description	Unit	Quantity	Unit Price	Extension
3. a	Standard Portable Toilet (Includes Monthly Servicing)	EA	1	\$ 110 -	\$ 110 -
3. b	ADA Compliant Portable Toilet (Includes Monthly Servicing)	EA	1	\$ 159 -	\$ 159 -
3. c	Dual Handwashing Station (Includes Monthly Servicing)	EA	1	\$ 110 -	\$ 110 -
3. d	Additional Servicing of Unit (not included in Monthly Servicing)	EA	1	\$ 35 -	\$ 35 -
Group 3 - Monthly Sub-total:					\$ -

Group 4 - Emergency Service

Item	Description	Unit	Quantity	Unit Price	Extension
4. a	Emergency Furnish of Unit (24/7)	EA	1	\$ 150 -	\$ 150 -
4. b	Emergency Removal of Unit (24/7)	EA	1	\$ 150 -	\$ 150 -
4. c	Emergency Service of Unit (24/7)	EA	1	\$ 100 -	\$ 100 -
Group 4 - Emergency Service Rate Sub-total:					\$ -

BID SUMMARY

GRAND TOTAL (GROUPS 1, 2, 3, AND 4): \$ -

Group 5 - Optional Pricing - Restroom Trailers (Not Included in basis of award)

Item	Description	Unit	Quantity	Unit Price	Extension
5. a	Two Stall Restroom Trailer with AC and handwashing sinks	EA	1	\$ 1500 -	\$ 1500 -
5. b	Four Stall Restroom Trailer with AC and handwashing sinks	EA	1	\$ 2200 -	\$ 2200 -
5. c	ADA Compliant Restroom Trailer with AC and handwashing sinks	EA	1	\$ 3000 -	\$ 3000 -
Group 5 - Restroom Trailers (optional bid) Sub-total:					\$ -

006000

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY-

7334222

BUSINESS NAME/LOCATION
JOHN TO GO FL LLC
29055 SW 107TH AVE
HOMESTEAD FL 33033-6624

RECEIPT NO.
RENEWAL
7628437



EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 9A - Art. 9 & 10

OWNER
JOHN TO GO FL LLC
C/O ABRAHAM BRUBER

Employee(s) 1

BUS. TYPE OF BUSINESS
719 SERVICE BUSINESS

PAYMENT RECEIVED
BY TAX COLLECTOR
\$75.00 09/20/2022
INT-22-420315

This Local Business Tax Receipt is only an affirmation of payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or non-governmental regulatory laws and requirements which apply to the business.
The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Book No. 279.
For more information, visit www.miamidade.gov/taxcollector

EXHIBIT E
PROJECT FUNDING PACKAGE

EXHIBIT E
PROJECT FUNDING PACKAGE

4/11/22, 2:41 PM

Detail by Entity Name

FLORIDA DEPARTMENT OF STATE

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
JOHN TO GO FL LLC

Filing Information

Document Number L20000364257
FE/EIN Number 85-3779208
Date Filed 11/17/2020
Effective Date 11/12/2020
State FL
Status ACTIVE

Principal Address

29055 SW 107th Ave
Homestead, FL 33033

Changed: 02/02/2022

Mailing Address

21 VAN NATTA DRIVE
RINGWOOD, NJ 07456

Registered Agent Name & Address

BREUER, ABRAHAM
3851 SW 147TH AVENUE UNIT 101
MIAMI, FL 33185

Authorized Person(s) Detail

Name & Address

Title MGR

BREUER, ABRAHAM
66 BUSH LANE
SPRING VALLEY, NY 10977

Title MANAGER

MARTINEZ, ANGELO GILBERT
301 DEY STREET
HARRISON, NJ 07029

Annual Reports

<https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=JOHNTO...> 1/2

EXHIBIT E
PROJECT FUNDING PACKAGE

4/11/22, 2:41 PM

Detail by Entity Name

Report Year	Filed Date	
2021	02/09/2021	
2022	02/02/2022	
2022	04/11/2022	


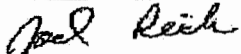
Document Images

04/11/2022 - AMENDED ANNUAL REPORT	View Image in PDF format
02/02/2022 - ANNUAL REPORT	View Image in PDF format
02/09/2021 - ANNUAL REPORT	View Image in PDF format
11/17/2020 - Florida Limited Liability	View Image in PDF format



EXHIBIT E

PROJECT FUNDING PACKAGE

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/21/2022			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER JNR Insurance Agency Inc 62 Rutledge St. #220 Brooklyn New York 11249		CONTACT NAME: PHONE (AG, No, Ext): Phone:(718) 640-1642 ext. 105 FAX (AG, No): Fax:(718) 640-1643 E-MAIL ADDRESS: dherman@jnrins.com					
INSURED John To Go FL LLC 66 Bush Ln. Spring Valley New York 10977		INSURER(S) AFFORDING COVERAGE					
		INSURER A: Atlantic Casualty Insurance Co.		NAIC # 42846			
		INSURER B: Progressive Insurance Company		24260			
		INSURER C: Nantlius Insurance Co.		17370			
		INSURER D: Sirius America Insurance Company		38776			
		INSURER E: Standard Security Life Insurance Co of NY		69078			
		INSURER F: Evantston Insurance Company		35378			
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED-OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	L035015801-0	12/04/2021	12/04/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	02885040-0	11/09/2022	11/09/2023	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	Y	Y	AN1251397	12/04/2021	12/04/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC64478	01/11/2022	01/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL, EACH ACCIDENT \$ 1,000,000 EL, DISEASE - EA EMPLOYEE \$ 1,000,000 EL, DISEASE - POLICY LIMIT \$ 1,000,000
E	Disability	Y	Y	Z09927-000	12/31/2021	12/31/2022	Statutory limits 1,000,000
F	Pollution Liability			CPLMOL107513	07/26/2022	07/26/2023	
CERTIFICATE HOLDER Lee County, a political subdivision and Charter County of the State of Florida P.O. Box 398 Fort Myers Florida 33902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 						


ACORD 25 (2016/03)

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EXHIBIT E

PROJECT FUNDING PACKAGE

	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) 11/21/2022														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																
PRODUCER JNR Insurance Agency Inc 62 Rutledge St. #220 Brooklyn New York 11249	CONTACT NAME: PHONE (A/C, Ho, Ext): Phone:(718) 640-1642 ext. 105 FAX (A/C, No): Fax:(718) 640-1643 E-MAIL: dberman@jnarins.com ADDRESS:															
INSURED John To Go FL LLC 66 Bush Ln. Spring Valley New York 10977	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Atlantic Casualty Insurance Co.</td> <td>42846</td> </tr> <tr> <td>INSURER B: Progressive Insurance Company</td> <td>24260</td> </tr> <tr> <td>INSURER C: Nautilus Insurance Co.</td> <td>17370</td> </tr> <tr> <td>INSURER D: Sirius America Insurance Company</td> <td>38776</td> </tr> <tr> <td>INSURER E: Standard Security Life Insurance Co of NY</td> <td>69078</td> </tr> <tr> <td>INSURER F: Evanston Insurance Company</td> <td>35378</td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Atlantic Casualty Insurance Co.	42846	INSURER B: Progressive Insurance Company	24260	INSURER C: Nautilus Insurance Co.	17370	INSURER D: Sirius America Insurance Company	38776	INSURER E: Standard Security Life Insurance Co of NY	69078	INSURER F: Evanston Insurance Company	35378
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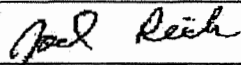
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	L035015801-0	12/04/2021	12/04/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY	Y	Y	02885040-0	11/09/2022	11/09/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	Y	AN1251397	12/04/2021	12/04/2022	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000
	DED: RETENTION \$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	WC64478	01/11/2022	01/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
E	Disability	Y	Y	Z09927-000	12/31/2021	12/31/2022	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
F	Pollution Liability	Y	Y	CPLMOL107513	07/26/2022	07/26/2023	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Statutory limits 1,000,000

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

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is na additional insured on a primary and noncontributory basis with regards to general liability.

CERTIFICATE HOLDER Lee County, a political subdivision and Charter County of the State of Florida P.O. Box 398 Fort Myers Florida 33902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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