

B230263BJB
Rental of Portable Shower, Laundry and Restroom Trailers
Garner Environmental Services, Inc.

E1 Contract # N/A - P.O.
Board Approval Date: 6/6/2023

AGREEMENT FOR RENTAL OF PORTABLE SHOWER, LAUNDRY AND RESTROOM TRAILERS

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 Garner Environmental Services, Inc., a Texas corporation authorized to do business in the State of Florida, whose address is 952 Echo Lane, Suite 400, Houston, TX 77024, and whose federal tax identification number is 76-0134613, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase rental of portable showers, laundry and restroom trailer services from the Vendor in connection with "Rental of Portable Shower, Laundry and Restroom Trailers" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B230263BJB on March 31, 2023 (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 May 19, 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 one through five of the Scope of Work of B230263BJB, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Additionally, Vendor shall provide such services in compliance with all Federal terms, conditions, provisions, certifications, affidavits, and alike, as set forth in the Exhibit E, Project Funding Package, attached hereto and incorporated herein, which shall be inclusive of the original Solicitation with Vendor's executed proposal documents, grant funding provision, and addenda. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for 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. The effective date shall be June 1, 2023.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

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

IV. METHOD OF PAYMENT

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

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

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

VII. VENDOR'S INSURANCE

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

VIII. RESPONSIBILITIES OF THE VENDOR

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

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

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

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

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

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

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

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

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

XIII. DISPUTE RESOLUTION

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

XIV. VENDOR WARRANTY

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

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

XV. MISCELLANEOUS

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

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

<u>Vendor's Representative</u>		<u>County's Representative</u>	
Name:	John Temperilli	Names:	Roger Desjarlais Mary Tucker
Title:	President	Titles:	County Manager Procurement Management Director
Address:	952 Echo Lane, Suite 400, Houston, TX 77024	Address:	P.O. Box 398 Fort Myers, FL 33902
Telephone:	281-930-1200	Telephone:	(239) 533-2221 (239) 533-8881
Facsimile:	281-478-0296	Facsimile:	(239) 485-2262 (239) 485-8383
Email:	jtemperilli@garner-es.com	Email:	rdesjarlais@leegov.com mtucker@leegov.com

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

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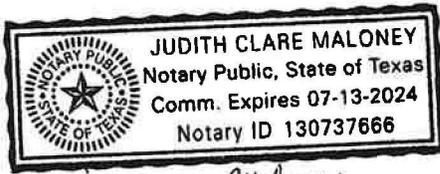
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: Jordan Nash
Print Name: Jordan Nash

Garner Environmental Services, Inc.

Signed By: J. Temperilli
Print Name: J. TEMPERILLI
Title: PRESIDENT
Date: 06/02/23



Judith Clare Maloney

LEE COUNTY

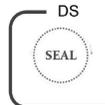
**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: *[Signature]*
CHAIR

DATE: 6/12/2023 | 1:59 PM EDT

**ATTEST:
CLERK OF THE CIRCUIT COURT**

BY: *Kevin Karnes*
7687659FFAF549D...



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

BY: *Amanda L. Swindle*
EC9B5A5584DD273...
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with qualified Vendor to provide the rental and servicing of trailer-mounted showers, laundry stations, and restrooms on an "as-needed" basis.
- 1.2. The Vendor shall supply and deliver the trailer-mounted showers, laundry stations and restrooms complete with setup, maintenance, and removal in accordance with the requirements specified hereinafter. All equipment and materials must conform to all applicable federal, state, and local standards.
- 1.3. 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. Services under this Agreement shall be provided during standard times or need or in the event of a disaster, as requested. This shall include but is not limited to special events and/or emergency situation.

2. EMERGENCY SUPPORT

- 2.1 It is vital and imperative that the citizens and/or first responders are protected from any emergency situation which threatens public health and safety, in the event of a disaster, as determined by the County. The Vendor shall agree, at the request of the County, before, during, and after a public emergency, disaster, hurricane, flood, or other acts of God, to provide goods and services on a first priority basis.
- 2.2 The Vendor shall ensure mobile trailer-mounted units comply with all local, state, and federal standards, regulations, requirements, and laws, including all Department of Health regulations including any permits related to Vendor operations before, during, and after deployment.
- 2.3 In the event of an emergency or disaster, the Vendors shall furnish a twenty-four (24) hour phone number in order to connect, coordinate and maintain communication during the entire event.

3. DELIVERY AND PICKUP

- 3.1. Delivery and pickup shall be provided Monday through Friday with options for Saturday and/or Sunday service as 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.
- 3.2. Unit(s) shall be available for delivery within twenty-four (24) hours from notification.
- 3.3. County departments may require emergency servicing or the replacement 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.
- 3.4. Emergency services shall be available twenty-four (24) hours per day, seven (7) days a week, as required.

4. PRICING

- 4.1. 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.

- 4.2. Pricing for all units shall include delivery (mobilization), set-up, and pickup (demobilization) from any and all locations in Lee County, as directed. All items shall be delivered "ready for use" to the County. Any item delivered in an un-prepped condition will NOT be included in the invoice billing, until the Vendor can demonstrate it is ready for operation.
- 4.3. Pricing for all units shall include daily (once per day) servicing/cleaning and stocking/maintaining adequate levels of consumables required for each trailer (i.e., toilet paper, paper towel, soap, hand sanitizer, etc.).
- 4.4. Pricing shall be provided for all units that are considered ADA compliant as listed on the Bid/Proposal Form.
- 4.5. Vendor shall provide pricing for weekly and monthly rates for the items specified on the Bid Proposal form included in this solicitation.
- 4.5.1. Category A – Restroom Trailers (Weekly Rate): Pricing for restroom trailers shall include delivery, pick-up, daily servicing and required consumables. Weekly rate shall be for seven (7) days a week, twenty-four (24) hours per day. Pricing for line items that identify a unit/trailer with an additional water or power source shall be provided as a combined price. Vendor shall determine the size of the water or power source needed to operate the unit/trailer requested and incorporate that into the Unit Price.
- 4.5.2. Category B – Restroom Trailers (Monthly Rate): Pricing for restroom trailers shall include delivery, pick-up, daily servicing and required consumables. Monthly rate shall be for thirty (30) days, twenty-four (24) hours per day. Pricing for line items that identify a unit/trailer with an additional water or power source shall be provided as a combined price. Vendor shall determine the size of the water or power source needed to operate the unit/trailer requested and incorporate that into the Unit Price.
- 4.5.3. Category C – Shower Trailers (Weekly Rate): Pricing for shower trailers shall include delivery, pick-up, daily servicing and required consumables. Weekly rate shall be for seven (7) days a week, twenty-four (24) hours per day. Pricing for line items that identify a unit/trailer with an additional water or power source shall be provided as a combined price. Vendor shall determine the size of the water or power source needed to operate the unit/trailer requested and incorporate that into the Unit Price.
- 4.5.4. Category D – Shower Trailers (Monthly Rate): Pricing for shower trailers shall include delivery, pick-up, daily servicing and required consumables. Monthly rate shall be for thirty (30) days, twenty-four (24) hours per day. Pricing for line items that identify a unit/trailer with an additional water or power source shall be provided as a combined price. Vendor shall determine the size of the water or power source needed to operate the unit/trailer requested and incorporate that into the Unit Price.
- 4.5.5. Category E – Laundry Trailers (Weekly Rate): Pricing for laundry trailers shall include delivery, pick-up, daily servicing and required consumables. Weekly rate shall be for seven (7) days a week, twenty-four (24) hours per day. Pricing for line items that identify a unit/trailer with an additional water or power source shall be provided as a combined price. Vendor shall determine the size of the water or power source needed to operate the unit/trailer requested and incorporate that into the Unit Price.
- 4.5.6. Category F – Laundry Trailers (Monthly Rate): Pricing for laundry trailers shall include delivery, pick-up, daily servicing and required consumables. Monthly rate shall be for thirty (30) days, twenty-four (24) hours per day. Pricing for line items that identify a unit/trailer with an additional water or power source shall be provided as a combined price. Vendor shall determine the size of the water or power source needed to operate the unit/trailer requested and incorporate that into the Unit Price.
- 4.5.7. Category G – Additional Servicing Rates: Vendor shall provide separate pricing for units/trailers in where additional servicing and cleaning outside of the daily minimum requirement is needed.

4.5.7.1. County departments may require emergency servicing or the replacement 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.

5. **DETAILED SPECIFICATIONS**

- 5.1. Vendor will be advised by the County if ADA compliant trailers will be needed. The Vendor shall provide trailers to accommodate the needs of each location based on information provided by the County.
- 5.2. Vendors are expected to be totally self-sufficient in terms of providing the transportation, potable water storage, black/grey water storage/removal/disposal/dump fees, electric power, fuel for operations, and solid waste disposal. No County furnished equipment or support should be assumed.
- 5.3. Vendor shall provide sturdy steps that have solid handrails and comply with all current OSHA requirements.
- 5.4. Vendors shall provide adequate fire extinguishers meeting current Occupation Safety and Health Act (OSHA), National Fire Protection Association 101 (NFPA 101).
- 5.5. Vendor shall follow all Department of Transportation regulations at all times when transporting, installing and securing units.
- 5.6. 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.
- 5.7. Vendor shall provide units that are clean, in excellent condition, free from defects, and without graffiti.
- 5.8. All units shall be delivered with adequate supplies as required and be ready for immediate use upon delivery and installation.
- 5.9. The Vendor shall be responsible for securely placing all units in order to minimize chances of units being blown over or tipped when applicable. The Vendor shall provide tie-down service at the County's request at no additional charge.
- 5.10. The Vendor 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.
- 5.11. In the event of an impending natural disaster, the Vendor shall take necessary precautions to remove units from County locations.
- 5.12. The County will not be responsible for damage to units which are not directly the result of the actions of County employees.
- 5.13. The Vendor shall be responsible for any property damage caused from the placement of all units.
- 5.14. The Vendor shall be responsible for any necessary cleanup, repair or replacement resulting from, but not limited to, any spills.
- 5.15. The Vendor shall be responsible for all theft, destruction, and/or vandalism of all units.
- 5.16. Vendor 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.
- 5.17. The Vendor shall replace a unit at any time, for any reason, if requested by the County.

5.18. Vendor shall provide daily servicing for each restroom, shower and laundry trailer deployed. The Vendor shall be responsible for cleaning, maintaining, and sanitizing the trailer/units.

5.18.1. Daily servicing shall be defined as once a day. Servicing of the units shall include, but is not limited to cleaning, sanitizing, deodorizing, pumping, removal of trash in and around the unit, removal of human waste, repairing any damages to units, stocking of supplies, water, and other consumables where applicable.

5.18.1.1. All holding tanks for waste products shall be completely emptied and thoroughly cleaned and disinfected with an approved disinfectant, which shall be used in sufficient quantities to provide odorless operation during usage.

5.18.1.2. Clean water storage tanks shall be cleaned as necessary and filled to capacity.

5.18.1.3. Waste paper receptacles shall be emptied and cleaned.

5.18.1.4. 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, washers, dryers, shower stalls and sinks if applicable in the unit. No disinfectant, water or other liquids shall be left on any touchable surface. Floor mats and shower curtains shall be sanitized and replaced as needed. Mirrors must be clean and free of water spots and streaks.

5.18.1.5. The County reserves the right to request additional servicing and cleaning outside of the daily minimum requirement. Additional servicing and cleanings will be requested and coordinated through the County's representative.

5.19. The Vendor's personnel shall wear a badge and uniform identifying the name of the employee and the company they belong to. Vendor shall ensure that attendants are neat and clean in appearance.

5.20. **Portable Showers**

5.20.1. The Vendor shall provide all physical equipment and ancillary equipment necessary for a completely self-sustaining trailer mounted mobile shower operation to include: potable water, grey water storage, removal and disposal, waste management, power generation.

5.20.2. At a minimum, the shower facilities shall have lighting, be a climate-controlled environment, include nonskid floors, individual stalls with privacy curtains, sinks with mirror, outlets for hairdryers, soap/shampoo caddies, and adequate dressing areas. Units shall have hot and cold water serviced by an American Society of Mechanical Engineers (ASME) rated water heater and an anti-scald valve.

5.20.3. The Vendor shall furnish soap for dispensers and garbage cans with liners stationed outside the shower unit.

5.20.4. The shower units shall have the ability to be segregated by male and female and be fully enclosed except the shower access door.

5.20.5. Usage of shower units shall be available and operational twenty-four (24) hours per day.

5.21. **Laundry Stations**

5.21.1. The Vendor shall provide all physical equipment and ancillary equipment necessary for a completely self-sustaining trailer mounted mobile laundry operation to include: potable water, grey water storage,

removal and disposal, waste management, power generation, hot water heaters and propane. Units shall have hot and cold water serviced by an ASME rated propane water heater and an anti-scald valve.

5.21.2. The mobile laundry station shall have lighting, be a climate-controlled environment, multiple washer and dryer units, and include a counter top or table for folding laundry. One (1) laundry unit shall be the equivalent of one (1) washer and (1) dryer. Each station shall have multiple units as requested within the Bid/Proposal form.

5.21.3. Laundry stations provided shall have access points and accommodations that meet ADA requirements.

5.21.4. Usage of laundry stations shall be available and operational twenty-four (24) hours per day.

5.22. **Restroom Trailers**

5.22.1. The Vendor shall provide all physical equipment and ancillary equipment necessary for a completely self-sustaining trailer mounted mobile restroom operation to include: lighting, be a climate-controlled environment, potable water, grey water storage, removal and disposal, waste management, and power generation.

5.22.2. The Vendor shall furnish all paper products, soap, garbage cans and liners.

5.22.3. The mobile restroom units shall have the ability to be segregated by male and female.

5.22.4. The Vendor shall furnish garbage cans and liners to be stationed inside and outside the laundry unit.

5.22.5. Usage of Restroom Trailers shall be available and operational twenty-four (24) hours per day.

5.23. **External Water and Power Source**

5.23.1. Upon request of the County, and when water and electrical power are not readily available, the Vendor shall provide an external water source (i.e., portable water tanks) and/or an external power source (i.e., generator) to efficiently operate the units/trailers being used.

5.23.2. The Vendor shall ensure that all connections from the portable water tanks to the units/trailers are properly connected and adequate flows of water are enabled to ensure efficient operations. Water tanks shall be placed at a distance from the units/trailers that ensures safety and a hazardous free environment for individuals using the units/trailers.

5.23.3. The Vendor shall ensure that all connections from the external power source to the units/trailers are properly connected to ensure efficient operations. External power source shall be placed at a distance from the units/trailers that ensures safety and a hazardous free environment for all individuals using the units/trailers.

5.23.4. The Vendor shall ensure that any power source provided by the Vendor that requires fuel shall be maintained with adequate amounts of said fuel to ensure continuous usage with no disruptions of the power source.

5.23.5. While in use, all external water sources and power sources shall be readily available to service the units/trailers on a twenty-four (24) hour basis. Water and power sources provided by the Vendor shall be continuous for the duration of using the unit/trailer. Vendor shall ensure that any disruptions of service that occur due to lack of water or power provided by the Vendor is remedied in a quick manner, no more than a twenty-four hour response, in order to provide continuous operations of the unit/trailers.

5.24. American with Disabilities Act (ADA) Compliancy

5.12.1. ADA compliant 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 most currently published ADA Accessibility Standards and Guidelines for Accessible Design, as applicable, in the following specifications. ADA compliant units shall meet all ADA requirements, implementing regulations, and guidelines, latest editions.

5.25. Disposal of Waste Products

5.25.1. The Vendor shall follow all requirements for the removal of contents of holding tanks and toilets per the Florida Administration Code Chapter 64E-6, Sewage Disposal Facilities.
<https://www.flrules.org/gateway/chapterhome.asp?chapter=64e-6>

5.13.2. The Vendor shall obtain all required operational permits from the Department of Health prior to the commencement of required cleanings and any removal of contents of holding tanks and toilets. Permit shall be provided to the County upon request.

5.13.3 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 and into a treatment facility permitted by the Florida Department of Environmental Protection.

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. 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.

2. BASIS OF AWARD

2.1. The basis of award shall be determined by the lowest Unit Price of each separate line item on the bid schedule of the most responsive, responsible, and qualified Vendor 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, Secondary and Tertiary 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. If the Secondary is unable to fulfill the need or meet the timeline required, the Tertiary 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. For additional information, see the "Basis of Award" section 26.3 of the General Terms and Conditions.

2.2. Vendors are not required to submit pricing for all items listed within the bid schedule. Should a Vendor decide not to submit pricing on a line item, such should be indicated with "No Bid" or N/A placed in the Bid/Proposal Form for that item.

3. PROJECT FUNDING NOTICE

3.1. As notice to all Vendors, this project may be funded in whole or in part with Federal and State funds through the Federal Emergency Management Agency (FEMA). 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 services to the County under this Agreement.

4. LOCAL VENDOR PREFERENCE EXCLUSION

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

5. FEMA REIMBURSEMENT

5.1. 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.

6. CONDUCT

6.1. Vendor agrees that all of its officers, employees and representatives shall conduct themselves in a professional manner and shall communicate with County employees and members of the public in a civil manner whenever conducting County business. All aspects of Vendor's performance, including complaints received from the public, may impact the County's decision to renew or terminate this Agreement in accordance with the provision contained here. Vendor shall remove or suspend, or further investigate, their employees for any act of violence, sexual harassment, substance abuse, or act of bigotry/prejudice.

End of Special Conditions Section

EXHIBIT B FEE SCHEDULE

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

AS PRIMARY:

Rental of Portable Shower, Laundry Station and Restroom Trailers			
Category A: Restroom Trailers - Weekly Rate (includes delivery, pick-up, daily servicing and required consumables) - AS PRIMARY			
Item	Description	Rate	Unit Price
A6	Medium Restroom Trailer - Minimum 6 Stall (w/ water source)	Weekly	\$22,750.00
A7	Medium Restroom Trailer - Minimum 6 Stall (w/ power source)	Weekly	\$25,575.00
A8	Medium Restroom Trailer - Minimum 6 Stall (w/ water source & power source)	Weekly	\$25,575.00
A10	Large Restroom Trailer - Minimum 8 Stall (w/ water source)	Weekly	\$22,750.00
A11	Large Restroom Trailer - Minimum 8 Stall (w/ power source)	Weekly	\$25,575.00
A12	Large Restroom Trailer - Minimum 8 Stall (w/ water source & power source)	Weekly	\$25,575.00
A14	X- Large Restroom Trailer - Minimum 12 Stall (w/ water source)	Weekly	\$22,750.00
A15	X- Large Restroom Trailer - Minimum 12 Stall (w/ power source)	Weekly	\$25,575.00
A16	X- Large Restroom Trailer - Minimum 12 Stall (w/ water source & power source)	Weekly	\$25,575.00
Category B: Restroom Trailers - Monthly Rate (includes delivery, pick-up, daily servicing and required consumables) - AS PRIMARY			
Item	Description	Rate	Unit Price
B8	Medium Restroom Trailer - Minimum 6 Stall (w/ water source & power source)	Monthly	\$102,300.00
B12	Large Restroom Trailer - Minimum 8 Stall (w/ water source & power source)	Monthly	\$102,300.00
B14	X- Large Restroom Trailer - Minimum 12 Stall (w/ water source)	Monthly	\$91,000.00
B15	X- Large Restroom Trailer - Minimum 12 Stall (w/ power source)	Monthly	\$102,300.00

B16	X- Large Restroom Trailer - Minimum 12 Stall (w/ water source & power source)	Monthly	\$102,300.00
B18	ADA Compliant Unisex Restroom Trailer - Single Stall (w/ water source)	Monthly	\$91,000.00
B19	ADA Compliant Unisex Restroom Trailer - Single Stall (w/ power source)	Monthly	\$102,300.00
B20	ADA Compliant Unisex Restroom Trailer - Single Stall (w/ water source & power source)	Monthly	\$102,300.00

Category C: Shower Trailers - Weekly Rate (includes delivery, pick-up, daily servicing and required consumables) - AS PRIMARY

Item	Description	Rate	Unit Price
C2	Small Shower Trailer - Minimum 4 Station (w/ water source)	Weekly	\$22,750.00
C3	Small Shower Trailer - Minimum 4 Station (w/ power source)	Weekly	\$25,575.00
C4	Small Shower Trailer - Minimum 4 Station (w/ water source & power source)	Weekly	\$25,575.00
C6	Medium Shower Trailer - Minimum 6 Station (w/ water source)	Weekly	\$22,750.00
C7	Medium Shower Trailer - Minimum 6 Station (w/ power source)	Weekly	\$25,575.00
C8	Medium Shower Trailer - Minimum 6 Station (w/ water source & power source)	Weekly	\$25,575.00
C10	Large Shower Trailer - Minimum 8 Station (w/ water source)	Weekly	\$22,750.00
C11	Large Shower Trailer - Minimum 8 Station (w/ power source)	Weekly	\$25,575.00
C12	Large Shower Trailer - Minimum 8 Station (w/ water source & power source)	Weekly	\$25,575.00
C14	X-Large Shower Trailer - Minimum 12 Station (w/ water source)	Weekly	\$22,750.00
C15	X-Large Shower Trailer - Minimum 12 Station (w/ power source)	Weekly	\$25,575.00
C16	X-Large Shower Trailer - Minimum 12 Station (w/ water source & power source)	Weekly	\$25,575.00
C20	ADA Compliant Unisex Single Shower Station (w/ water source & power source)	Weekly	\$25,575.00

Category D: Shower Trailers - Monthly Rate (includes delivery, pick-up, daily servicing and required consumables) - AS PRIMARY

Item	Description	Rate	Unit Price
D6	Medium Shower Trailer - Minimum 6 Station (w/ water source)	Monthly	\$91,000.00
D10	Large Shower Trailer - Minimum 8 Station (w/ water source)	Monthly	\$91,000.00

D12	Large Shower Trailer - Minimum 8 Station (w/ water source & power source)	Monthly	\$102,300.00
D14	X-Large Shower Trailer - Minimum 12 Station (w/ water source)	Monthly	\$91,000.00
D15	X-Large Shower Trailer - Minimum 12 Station (w/ power source)	Monthly	\$102,300.00
D16	X-Large Shower Trailer - Minimum 12 Station (w/ water source & power source)	Monthly	\$102,300.00

Category E: Laundry Trailers - Weekly Rate (includes delivery, pick-up, daily servicing and required consumables) - AS PRIMARY

Item	Description	Unit of Measure	Unit Price
E2	Minimum 4 Station Laundry Trailer (w/ water source(w/ water source))	Weekly	\$22,750.00
E3	Minimum 4 Station Laundry Trailer (w/ power source)	Weekly	\$25,575.00
E4	Minimum 4 Station Laundry Trailer (w/ water source & power source)	Weekly	\$25,575.00
E6	Minimum 6 Station Laundry Trailer (w/ water source)	Weekly	\$22,750.00
E7	Minimum 6 Station Laundry Trailer (w/ power source)	Weekly	\$25,575.00
E8	Minimum 6 Station Laundry Trailer (w/ water source & power source)	Weekly	\$25,575.00
E10	Minimum 8 Station Laundry Trailer (w/ water source)	Weekly	\$22,750.00
E11	Minimum 8 Station Laundry Trailer (w/ power source)	Weekly	\$25,575.00
E12	Minimum 8 Station Laundry Trailer (w/ water source & power source)	Weekly	\$25,575.00
E14	Minimum 12 Station Laundry Trailer (w/ water source)	Weekly	\$22,750.00
E15	Minimum 12 Station Laundry Trailer (w/ power source)	Weekly	\$25,575.00
E16	Minimum 12 Station Laundry Trailer (w/ water source & power source)	Weekly	\$25,575.00

Category F: Laundry Trailers - Monthly Rate (includes delivery, pick-up, daily servicing and required consumables) - AS PRIMARY

Item	Description	Unit of Measure	Unit Price
F2	Minimum 4 Station Laundry Trailer (w/ water source)	Monthly	\$91,000.00
F4	Minimum 4 Station Laundry Trailer (w/ water source & power source)	Monthly	\$102,300.00
F7	Minimum 6 Station Laundry Trailer (w/ power source)	Monthly	\$102,300.00
F8	Minimum 6 Station Laundry Trailer (w/ water source & power source)	Monthly	\$102,300.00

F10	Minimum 8 Station Laundry Trailer (w/ water source)	Monthly	\$91,000.00
F12	Minimum 8 Station Laundry Trailer (w/ water source & power source)	Monthly	\$102,300.00
F14	Minimum 12 Station Laundry Trailer (w/ water source)	Monthly	\$91,000.00
F15	Minimum 12 Station Laundry Trailer (w/ power source)	Monthly	\$102,300.00
F16	Minimum 12 Station Laundry Trailer (w/ water source & power source)	Monthly	\$102,300.00

Category G: Additional Servicing Rates (outside of the daily minimum requirement)

Item	Description	Unit of Measure	Unit Price
G1	Small Restroom Trailer - Minimum 4 Stall	Each	\$1,250.00
G2	Medium Restroom Trailer - Minimum 6 Stall	Each	\$1,250.00
G3	Large Restroom Trailer - Minimum 8 Stall	Each	\$1,250.00
G4	X- Large Restroom Trailer - Minimum 12 Stall	Each	\$1,250.00
G5	ADA Compliant Unisex Restroom Trailer - Single Stall	Each	\$1,250.00
G6	Small Shower Trailer - Minimum 4 Station	Each	\$1,250.00
G7	Medium Shower Trailer - Minimum 6 Station	Each	\$1,250.00
G8	Large Shower Trailer - Minimum 8 Station	Each	\$1,250.00
G9	X-Large Shower Trailer - Minimum 12 Station	Each	\$1,250.00
G10	ADA Compliant Unisex Single Shower Station	Each	\$1,250.00
G11	X-Large Shower Trailer - Minimum 12 Station	Each	\$1,250.00
G12	ADA Compliant Unisex Single Shower Station	Each	\$1,250.00
G13	X-Large Shower Trailer - Minimum 12 Station	Each	\$1,250.00
G14	ADA Compliant Unisex Single Shower Station	Each	\$1,250.00

AS SECONDARY:

Rental of Portable Shower, Laundry Station and Restroom Trailers			
Category A: Restroom Trailers - Weekly Rate (includes delivery, pick-up, daily servicing and required consumables) - AS SECONDARY			
Item	Description	Rate	Unit Price
A2	Small Restroom Trailer - Minimum 4 Stall (w/ water source)	Weekly	\$22,750.00
A3	Small Restroom Trailer - Minimum 4 Stall (w/ power source)	Weekly	\$25,575.00
A4	Small Restroom Trailer - Minimum 4 Stall (w/ water source & power source)	Weekly	\$25,575.00
A13	X- Large Restroom Trailer - Minimum 12 Stall	Weekly	\$22,750.00
A18	ADA Compliant Unisex Restroom Trailer - Single Stall (w/ water source)	Weekly	\$22,750.00
A19	ADA Compliant Unisex Restroom Trailer - Single Stall (w/ power source)	Weekly	\$25,575.00
A20	ADA Compliant Unisex Restroom Trailer - Single Stall (w/ water source & power source)	Weekly	\$25,575.00
Category B: Restroom Trailers - Monthly Rate (includes delivery, pick-up, daily servicing and required consumables) - AS SECONDARY			
Item	Description	Rate	Unit Price
B2	Small Restroom Trailer - Minimum 4 Stall (w/ water source)	Monthly	\$91,00.00
B3	Small Restroom Trailer - Minimum 4 Stall (w/ power source)	Monthly	\$102,300.00
B4	Small Restroom Trailer - Minimum 4 Stall (w/ water source & power source)	Monthly	\$102,300.00
B6	Medium Restroom Trailer - Minimum 6 Stall (w/ water source)	Monthly	\$91,000.00
B7	Medium Restroom Trailer - Minimum 6 Stall (w/ power source)	Monthly	\$102,300.00
B10	Large Restroom Trailer - Minimum 8 Stall (w/ water source)	Monthly	\$91,000.00
B11	Large Restroom Trailer - Minimum 8 Stall (w/ power source)	Monthly	\$102,300.00
Category C: Shower Trailers - Weekly Rate (includes delivery, pick-up, daily servicing and required consumables) - AS SECONDARY			
Item	Description	Rate	Unit Price
C13	X-Large Shower Trailer - Minimum 12 Station	Weekly	\$22,750.00
C18	ADA Compliant Unisex Single Shower Station (w/ water source)	Weekly	\$22,750.00
C19	ADA Compliant Unisex Single Shower Station (w/ power source)	Weekly	\$25,575.00
Category D: Shower Trailers - Monthly Rate (includes delivery, pick-up, daily servicing and required consumables) - AS SECONDARY			
Item	Description	Rate	Unit Price
D2	Small Shower Trailer - Minimum 4 Station(w/ water source)	Monthly	\$91,000.00

D3	Small Shower Trailer - Minimum 4 Station (w/ power source)	Monthly	\$102,300.00
D4	Small Shower Trailer - Minimum 4 Station (w/ water source & power source)	Monthly	\$102,300.00
D7	Medium Shower Trailer - Minimum 6 Station (w/ power source)	Monthly	\$102,300.00
D8	Medium Shower Trailer - Minimum 6 Station (w/ water source & power source)	Monthly	\$102,300.00
D11	Large Shower Trailer - Minimum 8 Station (w/ power source)	Monthly	\$102,300.00
D18	ADA Compliant Unisex Single Shower Station (w/ water source)	Monthly	\$91,000.00
D19	ADA Compliant Unisex Single Shower Station (w/ power source)	Monthly	\$102,300.00
D20	ADA Compliant Unisex Single Shower Station (w/ water source & power source)	Monthly	\$102,300.00

Category E: Laundry Trailers - Weekly Rate (includes delivery, pick-up, daily servicing and required consumables) - AS SECONDARY

Item	Description	Unit of Measure	Unit Price
E13	Minimum 12 Station Laundry Trailer	Weekly	\$22,750.00

Category F: Laundry Trailers - Monthly Rate (includes delivery, pick-up, daily servicing and required consumables) - AS SECONDARY

Item	Description	Unit of Measure	Unit Price
F3	Minimum 4 Station Laundry Trailer (w/ power source)	Monthly	\$102,300.00
F6	Minimum 6 Station Laundry Trailer (w/ water source)	Monthly	\$91,000.00
F11	Minimum 8 Station Laundry Trailer (w/ power source)	Monthly	\$102,300.00
F13	Minimum 12 Station Laundry Trailer	Monthly	\$91,000.00

Category G: Additional Servicing Rates (outside of the daily minimum requirement)

Item	Description	Unit of Measure	Unit Price
G1	Small Restroom Trailer - Minimum 4 Stall	Each	\$1,250.00
G2	Medium Restroom Trailer - Minimum 6 Stall	Each	\$1,250.00
G3	Large Restroom Trailer - Minimum 8 Stall	Each	\$1,250.00
G4	X- Large Restroom Trailer - Minimum 12 Stall	Each	\$1,250.00
G5	ADA Compliant Unisex Restroom Trailer - Single Stall	Each	\$1,250.00
G6	Small Shower Trailer - Minimum 4 Station	Each	\$1,250.00
G7	Medium Shower Trailer - Minimum 6 Station	Each	\$1,250.00
G8	Large Shower Trailer - Minimum 8 Station	Each	\$1,250.00
G9	X-Large Shower Trailer - Minimum 12 Station	Each	\$1,250.00
G10	ADA Compliant Unisex Single Shower Station	Each	\$1,250.00
G11	X-Large Shower Trailer - Minimum 12 Station	Each	\$1,250.00

G12	ADA Compliant Unisex Single Shower Station	Each	\$1,250.00
G13	X-Large Shower Trailer - Minimum 12 Station	Each	\$1,250.00
G14	ADA Compliant Unisex Single Shower Station	Each	\$1,250.00

****Quantities are not guaranteed. Final payment will be based on actual quantities.**

End of Exhibit B Fee Schedule

EXHIBIT C INSURANCE REQUIREMENTS

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."*

Revised 12/02/2022 Page 1 of 2



Lee County Insurance Requirements

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.

Revised 12/02/2022 – Page 2 of 2

End of Insurance Guide Section

**EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT**



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

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

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

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

Date: 06/02/23

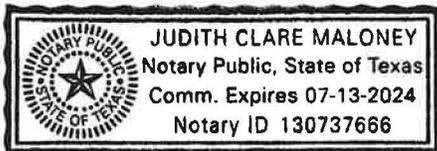
STATE OF Texas
COUNTY OF Harris


Signature
Tom TEMPERILLI / PRESIDENT
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 2 day of JUNE, 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: Driver's License.
Type of Identification

[Stamp/seal required]


Signature, Notary Public



**EXHIBIT E
FUNDING PACKAGE**



Advertise Date: Friday, March 31, 2023

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

INVITATION TO BID (B)

Solicitation No.: **B230263BJB**

Solicitation Name: **Rental of Portable Shower, Laundry, and Restroom Trailers**

Open Date/Time: **Monday, April 17, 2023** Time: **2:30 PM**

Location: **Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901**

Procurement Contact: **Brian Boehs** Title **Procurement Analyst**

Phone: **(239) 533-8887** Email: **bboehs@leegov.com**

Requesting Dept. **COUNTY WIDE**

Pre-Bid Conference:

Type: No meeting scheduled at this time

Date/Time: N/A

Location: N/A

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

FUNDED IN PART OR IN WHOLE BY:
Federal Emergency Management Agency (FEMA)

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

PROJECT FUNDING PACKAGE

Advertisement Date: 3/31/2023**Notice to Bidder****Invitation to Bid (B)**

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

B230263BJB, Rental of Portable Shower, Laundry, and Restroom Trailers

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 Monday, April 17, 2023

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

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.

Brian Boehs, bboehs@leegov.com

Sincerely,

A handwritten signature in black ink, appearing to read "Robin Dennard", written over a horizontal line.

Robin Dennard
Procurement Manager

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

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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.

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- 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

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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.leegov.com/procurement. It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

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

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

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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 maybe declared non-responsible.**
16. ANTITRUST VIOLATION
- 16.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.
17. DRUG FREE WORKPLACE
- 17.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.
18. FLORIDA CERTIFIED ENTERPRISES
- 18.1. The County encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 18.2. 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.
19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY
- 19.1. The bidder agrees to comply, in accordance with 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.
- 19.2. 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.

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- 19.3. 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.
- 19.4. 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.

20. SUB-CONTRACTOR

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

21. BID - PROJECT GUIDELINES (as applicable)

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

22. BID – TIEBREAKER

- 22.1. Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders, the following steps shall be taken to establish the award to the lowest bidder. This method shall be used for all ties.
 - 22.1.1. Step 1 - Local Bidder: Between a local 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.**
 - 22.1.2. 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.
 - 22.1.3. Step 3 - Coin Flip: At the conclusion of Step 1 and Step 2, if all is equal, the contract award, or the first opportunity to negotiate, as applicable, the final outcome shall be determined by the flip of a coin.
- 22.2. 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.
- 22.3. If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of next lowest bidder, if necessary.

23. WITHDRAWAL OF BID

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

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- 23.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.
- 23.3. After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
- 23.3.1. The bidder acted in good faith in submitting the bid,
- 23.3.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,
- 23.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and
- 23.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

24. PROTEST RIGHTS

- 24.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 24.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 24.3. 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.
- 24.4. In order to preserve the right to protest, a written “*Notice Of Intent To File A Protest*” must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.
- 24.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
- 24.4.2. 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.
- 24.5. 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.
- 24.6. **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.**

25. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

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

26. CONTRACT ADMINISTRATION

26.1. Designated Contact:

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

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

- 26.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be 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.**

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- 26.2.2. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
- 26.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 26.3. **BID – Basis of Award:**
- 26.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
- 26.3.2. In the event the lowest responsive and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsive and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
- 26.3.3. The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsive and responsive bidder(s) within the category chosen for basis of award.
- 26.3.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.
- 26.4. **Agreement/Contracts:**
- 26.4.1. The awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 26.5. **Records:**
- 26.5.1. Retention: The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 26.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 26.5.2.1. Keep and maintain public records required by the County to perform the service.
- 26.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 26.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 26.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 26.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.**

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

26.6. Termination:

26.6.1. Any Agreement/Contract as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

26.6.2. The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 22-06.

26.6.3. Any bidder who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

26.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

26.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

26.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (FL §215.473);

26.6.4.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);

26.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)

26.6.4.5. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

27. WAIVER OF CLAIMS

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

28. LEE COUNTY PAYMENT PROCEDURES

28.1. Unless otherwise noted, all vendors are requested to mail an original invoice to:

Lee County Finance Department

Post Office Box 2238

Fort Myers, FL 33902-2238

28.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.

28.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

28.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

29. SAFETY DATA SHEETS (SDS) (as applicable)

29.1. It is the vendor's responsibility to provide Lee County with Safety Data Sheets on bid materials, as may apply to this procurement.

30. DEBRIS DISPOSAL (as applicable)

PROJECT FUNDING PACKAGE

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

31. SHIPPING (as applicable)

31.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidders responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.

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

32. LOCAL VENDOR PREFERENCE

32.1. 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.

32.2. 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.

32.3. 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.

33. INSURANCE (AS APPLICABLE)

33.1. 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.

33.2. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of "B or better."

End of Terms and Conditions Section

EXHIBIT E
PROJECT FUNDING PACKAGE
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
- h. **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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EXHIBIT E
PROJECT FUNDING PACKAGE



Lee County Insurance Requirements

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

PROJECT FUNDING PACKAGE**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. 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.

2. BASIS OF AWARD

2.1. The basis of award shall be determined by the lowest Unit Price of each separate line item on the bid schedule of the most responsive, responsible, and qualified Vendor 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, Secondary and Tertiary 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. If the Secondary is unable to fulfill the need or meet the timeline required, the Tertiary 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. For additional information, see the "Basis of Award" section 26.3 of the General Terms and Conditions.

2.2. Vendors are not required to submit pricing for all items listed within the bid schedule. Should a Vendor decide not to submit pricing on a line item, such should be indicated with "No Bid" or N/A placed in the Bid/Proposal Form for that item.

3. PROJECT FUNDING NOTICE

3.1. As notice to all Vendors, this project may be funded in whole or in part with Federal and State funds through the Federal Emergency Management Agency (FEMA). 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 services to the County under this Agreement.

4. LOCAL VENDOR PREFERENCE EXCLUSION

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

5. FEMA REIMBURSEMENT

5.1. 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.

PROJECT FUNDING PACKAGE

6. CONDUCT

6.1. Vendor agrees that all of its officers, employees and representatives shall conduct themselves in a professional manner and shall communicate with County employees and members of the public in a civil manner whenever conducting County business. All aspects of Vendor's performance, including complaints received from the public, may impact the County's decision to renew or terminate this Agreement in accordance with the provision contained here. Vendor shall remove or suspend, or further investigate, their employees for any act of violence, sexual harassment, substance abuse, or act of bigotry/prejudice.

End of Special Conditions Section

**PROJECT FUNDING PACKAGE
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. Part 200, Sections 200.317 through 200.327.
- 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

PROJECT FUNDING PACKAGE

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/ACCESS TO 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.

PROJECT FUNDING PACKAGE

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. CONSULTANT/CONTRACTOR/VENDOR must take all necessary steps identified in 2 C.F.R. 321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 13.1.1 Place qualified small and minority businesses and women's business enterprises on solicitation lists.
- 13.1.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 13.1.3 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.
- 13.1.4 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.
- 13.1.5 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- 13.1.6 Requiring the prime CONSULTANT/CONTRACTOR/VENDOR, if subcontracts are to be let, to take the five previous affirmative steps.

PROJECT FUNDING PACKAGE

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.
- 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.

PROJECT FUNDING PACKAGE**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.

25. CHANGES

- 25.1. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same are in writing and signed by both the CONSULTANT/CONTRACTOR/VENDOR and the County.

26. COPYRIGHT AND DATA RIGHTS

- 26.1. CONSULTANT/CONTRACTOR/VENDOR grant to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONSULTANT/CONTRACTOR/VENDOR will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

End of Supplemental Conditions

PROJECT FUNDING PACKAGE**SCOPE OF WORK****1. GENERAL SCOPE OF WORK**

- 1.1. The Lee County Board of County Commissioners seeks to contract with qualified Vendor to provide the rental and servicing of trailer-mounted showers, laundry stations, and restrooms on an “as-needed” basis.
- 1.2. The Vendor shall supply and deliver the trailer-mounted showers, laundry stations and restrooms complete with setup, maintenance, and removal in accordance with the requirements specified hereinafter. All equipment and materials must conform to all applicable federal, state, and local standards.
- 1.3. 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. Services under this Agreement shall be provided during standard times or need or in the event of a disaster, as requested. This shall include but is not limited to special events and/or emergency situation.

2. EMERGENCY SUPPORT

- 2.1 It is vital and imperative that the citizens and/or first responders are protected from any emergency situation which threatens public health and safety, in the event of a disaster, as determined by the County. The Vendor shall agree, at the request of the County, before, during, and after a public emergency, disaster, hurricane, flood, or other acts of God, to provide goods and services on a first priority basis.
- 2.2 The Vendor shall ensure mobile trailer-mounted units comply with all local, state, and federal standards, regulations, requirements, and laws, including all Department of Health regulations including any permits related to Vendor operations before, during, and after deployment.
- 2.3 In the event of an emergency or disaster, the Vendors shall furnish a twenty-four (24) hour phone number in order to connect, coordinate and maintain communication during the entire event.

3. DELIVERY AND PICKUP

- 3.1. Delivery and pickup shall be provided Monday through Friday with options for Saturday and/or Sunday service as 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.
- 3.2. Unit(s) shall be available for delivery within twenty-four (24) hours from notification.
- 3.3. County departments may require emergency servicing or the replacement 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.
- 3.4. Emergency services shall be available twenty-four (24) hours per day, seven (7) days a week, as required.

4. PRICING

- 4.1. 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.

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- 4.2. Pricing for all units shall include delivery (mobilization), set-up, and pickup (demobilization) from any and all locations in Lee County, as directed. All items shall be delivered “ready for use” to the County. Any item delivered in an un-prepped condition will NOT be included in the invoice billing, until the Vendor can demonstrate it is ready for operation.
- 4.3. Pricing for all units shall include daily (once per day) servicing/cleaning and stocking/maintaining adequate levels of consumables required for each trailer (i.e., toilet paper, paper towel, soap, hand sanitizer, etc.).
- 4.4. Pricing shall be provided for all units that are considered ADA compliant as listed on the Bid/Proposal Form.
- 4.5. Vendor shall provide pricing for weekly and monthly rates for the items specified on the Bid Proposal form included in this solicitation.
 - 4.5.1. Category A – Restroom Trailers (Weekly Rate): Pricing for restroom trailers shall include delivery, pick-up, daily servicing and required consumables. Weekly rate shall be for seven (7) days a week, twenty-four (24) hours per day. Pricing for line items that identify a unit/trailer with an additional water or power source shall be provided as a combined price. Vendor shall determine the size of the water or power source needed to operate the unit/trailer requested and incorporate that into the Unit Price.
 - 4.5.2. Category B – Restroom Trailers (Monthly Rate): Pricing for restroom trailers shall include delivery, pick-up, daily servicing and required consumables. Monthly rate shall be for thirty (30) days, twenty-four (24) hours per day. Pricing for line items that identify a unit/trailer with an additional water or power source shall be provided as a combined price. Vendor shall determine the size of the water or power source needed to operate the unit/trailer requested and incorporate that into the Unit Price.
 - 4.5.3. Category C – Shower Trailers (Weekly Rate): Pricing for shower trailers shall include delivery, pick-up, daily servicing and required consumables. Weekly rate shall be for seven (7) days a week, twenty-four (24) hours per day. Pricing for line items that identify a unit/trailer with an additional water or power source shall be provided as a combined price. Vendor shall determine the size of the water or power source needed to operate the unit/trailer requested and incorporate that into the Unit Price.
 - 4.5.4. Category D – Shower Trailers (Monthly Rate): Pricing for shower trailers shall include delivery, pick-up, daily servicing and required consumables. Monthly rate shall be for thirty (30) days, twenty-four (24) hours per day. Pricing for line items that identify a unit/trailer with an additional water or power source shall be provided as a combined price. Vendor shall determine the size of the water or power source needed to operate the unit/trailer requested and incorporate that into the Unit Price.
 - 4.5.5. Category E – Laundry Trailers (Weekly Rate): Pricing for laundry trailers shall include delivery, pick-up, daily servicing and required consumables. Weekly rate shall be for seven (7) days a week, twenty-four (24) hours per day. Pricing for line items that identify a unit/trailer with an additional water or power source shall be provided as a combined price. Vendor shall determine the size of the water or power source needed to operate the unit/trailer requested and incorporate that into the Unit Price.
 - 4.5.6. Category F – Laundry Trailers (Monthly Rate): Pricing for laundry trailers shall include delivery, pick-up, daily servicing and required consumables. Monthly rate shall be for thirty (30) days, twenty-four (24) hours per day. Pricing for line items that identify a unit/trailer with an additional water or power source shall be provided as a combined price. Vendor shall determine the size of the water or power source needed to operate the unit/trailer requested and incorporate that into the Unit Price.
 - 4.5.7. Category G – Additional Servicing Rates: Vendor shall provide separate pricing for units/trailers in where additional servicing and cleaning outside of the daily minimum requirement is needed.

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4.5.7.1. County departments may require emergency servicing or the replacement 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.

5. DETAILED SPECIFICATIONS

- 5.1. Vendor will be advised by the County if ADA compliant trailers will be needed. The Vendor shall provide trailers to accommodate the needs of each location based on information provided by the County.
- 5.2. Vendors are expected to be totally self-sufficient in terms of providing the transportation, potable water storage, black/grey water storage/removal/disposal/dump fees, electric power, fuel for operations, and solid waste disposal. No County furnished equipment or support should be assumed.
- 5.3. Vendor shall provide sturdy steps that have solid handrails and comply with all current OSHA requirements.
- 5.4. Vendors shall provide adequate fire extinguishers meeting current Occupation Safety and Health Act (OSHA), National Fire Protection Association 101 (NFPA 101).
- 5.5. Vendor shall follow all Department of Transportation regulations at all times when transporting, installing and securing units.
- 5.6. 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.
- 5.7. Vendor shall provide units that are clean, in excellent condition, free from defects, and without graffiti.
- 5.8. All units shall be delivered with adequate supplies as required and be ready for immediate use upon delivery and installation.
- 5.9. The Vendor shall be responsible for securely placing all units in order to minimize chances of units being blown over or tipped when applicable. The Vendor shall provide tie-down service at the County's request at no additional charge.
- 5.10. The Vendor 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.
- 5.11. In the event of an impending natural disaster, the Vendor shall take necessary precautions to remove units from County locations.
- 5.12. The County will not be responsible for damage to units which are not directly the result of the actions of County employees.
- 5.13. The Vendor shall be responsible for any property damage caused from the placement of all units.
- 5.14. The Vendor shall be responsible for any necessary cleanup, repair or replacement resulting from, but not limited to, any spills.
- 5.15. The Vendor shall be responsible for all theft, destruction, and/or vandalism of all units.
- 5.16. Vendor 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.
- 5.17. The Vendor shall replace a unit at any time, for any reason, if requested by the County.

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- 5.18. Vendor shall provide daily servicing for each restroom, shower and laundry trailer deployed. The Vendor shall be responsible for cleaning, maintaining, and sanitizing the trailer/units.
- 5.18.1. Daily servicing shall be defined as once a day. Servicing of the units shall include, but is not limited to cleaning, sanitizing, deodorizing, pumping, removal of trash in and around the unit, removal of human waste, repairing any damages to units, stocking of supplies, water, and other consumables where applicable.
- 5.18.1.1. All holding tanks for waste products shall be completely emptied and thoroughly cleaned and disinfected with an approved disinfectant, which shall be used in sufficient quantities to provide odorless operation during usage.
- 5.18.1.2. Clean water storage tanks shall be cleaned as necessary and filled to capacity.
- 5.18.1.3. Waste paper receptacles shall be emptied and cleaned.
- 5.18.1.4. 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, washers, dryers, shower stalls and sinks if applicable in the unit. No disinfectant, water or other liquids shall be left on any touchable surface. Floor mats and shower curtains shall be sanitized and replaced as needed. Mirrors must be clean and free of water spots and streaks.
- 5.18.1.5. The County reserves the right to request additional servicing and cleaning outside of the daily minimum requirement. Additional servicing and cleanings will be requested and coordinated through the County's representative.
- 5.19. The Vendor's personnel shall wear a badge and uniform identifying the name of the employee and the company they belong to. Vendor shall ensure that attendants are neat and clean in appearance.

5.20. **Portable Showers**

- 5.20.1. The Vendor shall provide all physical equipment and ancillary equipment necessary for a completely self-sustaining trailer mounted mobile shower operation to include: potable water, grey water storage, removal and disposal, waste management, power generation.
- 5.20.2. At a minimum, the shower facilities shall have lighting, be a climate-controlled environment, include nonskid floors, individual stalls with privacy curtains, sinks with mirror, outlets for hairdryers, soap/shampoo caddies, and adequate dressing areas. Units shall have hot and cold water serviced by an American Society of Mechanical Engineers (ASME) rated water heater and an anti-scald valve.
- 5.20.3. The Vendor shall furnish soap for dispensers and garbage cans with liners stationed outside the shower unit.
- 5.20.4. The shower units shall have the ability to be segregated by male and female and be fully enclosed except the shower access door.
- 5.20.5. Usage of shower units shall be available and operational twenty-four (24) hours per day.

5.21. **Laundry Stations**

- 5.21.1. The Vendor shall provide all physical equipment and ancillary equipment necessary for a completely self-sustaining trailer mounted mobile laundry operation to include: potable water, grey water storage,

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removal and disposal, waste management, power generation, hot water heaters and propane. Units shall have hot and cold water serviced by an ASME rated propane water heater and an anti-scald valve.

5.21.2. The mobile laundry station shall have lighting, be a climate-controlled environment, multiple washer and dryer units, and include a counter top or table for folding laundry. One (1) laundry unit shall be the equivalent of one (1) washer and (1) dryer. Each station shall have multiple units as requested within the Bid/Proposal form.

5.21.3. Laundry stations provided shall have access points and accommodations that meet ADA requirements.

5.21.4. Usage of laundry stations shall be available and operational twenty-four (24) hours per day.

5.22. Restroom Trailers

5.22.1. The Vendor shall provide all physical equipment and ancillary equipment necessary for a completely self-sustaining trailer mounted mobile restroom operation to include: lighting, be a climate-controlled environment, potable water, grey water storage, removal and disposal, waste management, and power generation.

5.22.2. The Vendor shall furnish all paper products, soap, garbage cans and liners.

5.22.3. The mobile restroom units shall have the ability to be segregated by male and female.

5.22.4. The Vendor shall furnish garbage cans and liners to be stationed inside and outside the laundry unit.

5.22.5. Usage of Restroom Trailers shall be available and operational twenty-four (24) hours per day.

5.23. External Water and Power Source

5.23.1. Upon request of the County, and when water and electrical power are not readily available, the Vendor shall provide an external water source (i.e., portable water tanks) and/or an external power source (i.e., generator) to efficiently operate the units/trailers being used.

5.23.2. The Vendor shall ensure that all connections from the portable water tanks to the units/trailers are properly connected and adequate flows of water are enabled to ensure efficient operations. Water tanks shall be placed at a distance from the units/trailers that ensures safety and a hazardous free environment for individuals using the units/trailers.

5.23.3. The Vendor shall ensure that all connections from the external power source to the units/trailers are properly connected to ensure efficient operations. External power source shall be placed at a distance from the units/trailers that ensures safety and a hazardous free environment for all individuals using the units/trailers.

5.23.4. The Vendor shall ensure that any power source provided by the Vendor that requires fuel shall be maintained with adequate amounts of said fuel to ensure continuous usage with no disruptions of the power source.

5.23.5. While in use, all external water sources and power sources shall be readily available to service the units/trailers on a twenty-four (24) hour basis. Water and power sources provided by the Vendor shall be continuous for the duration of using the unit/trailer. Vendor shall ensure that any disruptions of service that occur due to lack of water or power provided by the Vendor is remedied in a quick manner, no more than a twenty-four hour response, in order to provide continuous operations of the unit/trailers.

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5.24. American with Disabilities Act (ADA) Compliancy

5.12.1. ADA compliant 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 most currently published ADA Accessibility Standards and Guidelines for Accessible Design, as applicable, in the following specifications. ADA compliant units shall meet all ADA requirements, implementing regulations, and guidelines, latest editions.

5.25. Disposal of Waste Products

- 5.25.1. The Vendor shall follow all requirements for the removal of contents of holding tanks and toilets per the Florida Administration Code Chapter 64E-6, Sewage Disposal Facilities.
<https://www.flrules.org/gateway/chapterhome.asp?chapter=64e-6>
- 5.13.2. The Vendor shall obtain all required operational permits from the Department of Health prior to the commencement of required cleanings and any removal of contents of holding tanks and toilets. Permit shall be provided to the County upon request.
- 5.13.3 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.

End of Scope of Work and Specifications Section

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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.

Form # **Title/Description**

- 1** ***Solicitation Response Form***
 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.
 Verify that all Addenda and tax identification number have been provided.
- 1a** ***Bid/Proposal Form***
 This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County.
- *** ***Business Relationship Disclosure Requirement***
 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.**
 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.
- 2** ***Affidavit Certification Immigration Laws***
 Submission of this form constitutes acknowledgement that the Bidder is in compliance in regard to all applicable immigration laws.
- 3** ***Reference Survey***
 Provide this form to reference respondents. **For Bids, this form will be requested from the apparent low Bidder prior to the award. (not required to submit with bid)**
 1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
 2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
 3. The reference respondent 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 *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.

6 *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.

7 *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Required)*

To be completed and returned by Consultant with submittal. This form certifies that the Consultant is fully compliant and has not been debarred, suspended or is ineligible for Federal projects.

8 *Certification of Lobbying Activities (Required)*

To be completed and returned by Consultant 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 *Immigration Law Affidavit Certification (E-Verify) (Required)*

To be completed and returned by the Consultant with submittal. Certifies that the Consultant is fully compliant with all immigration laws, comply with and provide proof of enrollment in E-Verify program.

***** *Bid/Proposal Label*

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

***** *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)

PROJECT FUNDING PACKAGE

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: 04/14/2023 Bid Due Date: 4/17/2023

SOLICITATION IDENTIFICATION: B230263BJB

SOLICITATION NAME: Rental of Portable Shower, Laundry Station, and Restroom Trailers

COMPANY NAME: Garner Environmental Services, Inc.

NAME & TITLE: (TYPED OR PRINTED) John Temperilli, President

BUSINESS ADDRESS: (PHYSICAL) 952 Echo Lane, Suite 400, Houston TX 77024-2820

CORPORATE OR MAILING ADDRESS:

SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: jtemperilli@garner-es.com

PHONE NUMBER: 281-930-1200 / 800-424-1716 FAX 281-478-0296

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. <u>N/A</u>	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____

Tax Payer Identification Number: _____

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

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

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

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

2 **Scrutinized Companies Certification:**

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

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

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)

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

<input type="checkbox"/>	<input checked="" type="checkbox"/>
Yes	No

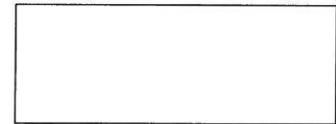
ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER. WITNESSED AND SEALED (AS APPLICABLE)

GARNER ENVIRONMENTAL
Company Name (Name printed or typed)

JOHN TEUPERILLI
Authorized Representative Name (printed or typed)

PRESIDENT
Authorized Representative's Title (printed or typed)

John Teuperilli
Authorized Representative's Signature



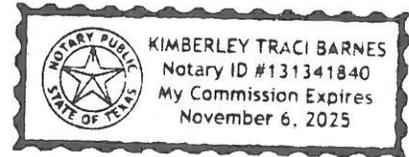
(Affix Corporate Seal, as applicable)

Traci Barnes, CHRO
Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

[Signature]
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.



PROJECT FUNDING PACKAGE

www.sunbiz.org - Department of State

Page 1 of 1

Detail by Entity Name**Florida Profit Corporation**

Bill's Widget Corporation

Filing Information

Document Number 855555
 FE/EIN Number 5111111111
 Date Filed 09/22/1980
 State FL
 Status ACTIVE
 Last Event AMENDED AND RESTATED ARTICLES
 Event Date Filed 07/25/2006
 Event Effective Date NONE

Principal Address Verify either Principal or Mailing address is on Form 1555 N Main Street
Your Town, USA 99999

Changed 02/11/2012

Mailing Address555 N Main Street
MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & AddressMy Registered Agent
111 Registration Road
Registration, USA 99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail**Name & Address****Title P**President, First
555 AVENUE
Anytown, USA99999**Title V**President, Second
555 AVENUE
Anytown, USA99999**IMPORTANT:**

For corporations, ALL documents must be signed by the president of the company or an authorized individual. 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 Vote 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 that 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 statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01.03.2018



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

Detail by Entity Name

Foreign Profit Corporation

GARNER ENVIRONMENTAL SERVICES, INC.

Filing Information

Document Number F02000003124
FEI/EIN Number 76-0134613
Date Filed 06/18/2002
State TX
Status ACTIVE

Principal Address

952 Echo Lane
Suite 400
Houston, TX 77024

Changed: 04/10/2023

Mailing Address

952 Echo Lane
Suite 400
Houston, TX 77024

Changed: 04/10/2023

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 08/28/2017

Address Changed: 08/28/2017

Officer/Director Detail

Name & Address

Title COO, Secretary

Riddle, Todd A.
952 Echo Lane
Suite 400
Houston, TX 77024

PROJECT FUNDING PACKAGE

Title President

Temperilli, John
952 Echo Lane
Suite 400
Houston, TX 77024

Title CEO, Owner, Director

ALLEN, RUSSELL W.
952 Echo Lane
Suite 400
Houston, TX 77024

Annual Reports

Report Year	Filed Date
2021	04/28/2021
2022	04/23/2022
2023	04/10/2023

Document Images

04/10/2023 -- ANNUAL REPORT	View image in PDF format
04/23/2022 -- ANNUAL REPORT	View image in PDF format
12/20/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
04/28/2021 -- ANNUAL REPORT	View image in PDF format
02/04/2020 -- ANNUAL REPORT	View image in PDF format
04/12/2019 -- ANNUAL REPORT	View image in PDF format
03/30/2018 -- ANNUAL REPORT	View image in PDF format
08/28/2017 -- Reg. Agent Change	View image in PDF format
04/15/2017 -- ANNUAL REPORT	View image in PDF format
04/02/2016 -- ANNUAL REPORT	View image in PDF format
02/05/2015 -- ANNUAL REPORT	View image in PDF format
01/17/2014 -- ANNUAL REPORT	View image in PDF format
02/25/2013 -- ANNUAL REPORT	View image in PDF format
03/22/2012 -- ANNUAL REPORT	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
01/11/2010 -- ANNUAL REPORT	View image in PDF format
02/23/2009 -- ANNUAL REPORT	View image in PDF format
04/17/2008 -- ANNUAL REPORT	View image in PDF format
04/12/2007 -- ANNUAL REPORT	View image in PDF format
04/26/2006 -- ANNUAL REPORT	View image in PDF format
04/18/2005 -- ANNUAL REPORT	View image in PDF format
04/13/2004 -- ANNUAL REPORT	View image in PDF format
04/17/2003 -- ANNUAL REPORT	View image in PDF format
06/18/2002 -- Foreign Profit	View image in PDF format

PROJECT FUNDING PACKAGE

Form 1a – Bid/Proposal Form

**PROCUREMENT MANAGEMENT DEPARTMENT
BID/ PRICE PROPOSAL FORM**COMPANY NAME: GARNER ENVIRONMENTAL SERVICES, INC.SOLICITATION: B230263BJB – Rental of Portable Shower, Laundry Station, and Restroom Trailers

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

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

The County will only accept proposals submitted on the proposal form provided by the County. Proposals submitted on other forms, other than those provided by the County, will deem Proposer as non-responsive and ineligible for award.

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

PLEASE ENSURE you have provided a printed copy of the Bid/Proposal Form 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
PROCUREMENT MANAGEMENT DEPARTMENT
PROJECT FUNDING PACKAGE
BID/PROPOSAL FORM

COMPANY NAME: Garner Environmental Services, Inc.

SOLICITATION: B230209BJB - Rental of Portable Shower, Laundry Station and Restroom Trailers

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

PRICING

Pricing shall be inclusive of all labor, equipment, delivery, servicing, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Contractor's/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).

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.

Rental of Portable Shower, Laundry Station and Restroom Trailers

Category A: Restroom Trailers - Weekly Rate (includes delivery, pick-up, daily servicing and required consumables)

Item	Description	Rate	Estimated Quantity	Unit Price
A1	Small Restroom Trailer - Minimum 4 Stall	Weekly	1	\$ 22,750.00
A2	Small Restroom Trailer - Minimum 4 Stall (w/ water source)	Weekly	1	\$ 22,750.00
A3	Small Restroom Trailer - Minimum 4 Stall (w/ power source)	Weekly	1	\$ 25,575.00
A4	Small Restroom Trailer - Minimum 4 Stall (w/ water source & power source)	Weekly	1	\$ 25,575.00
A5	Medium Restroom Trailer - Minimum 6 Stall	Weekly	1	\$ 22,750.00
A6	Medium Restroom Trailer - Minimum 6 Stall (w/ water source)	Weekly	1	\$ 22,750.00
A7	Medium Restroom Trailer - Minimum 6 Stall (w/ power source)	Weekly	1	\$ 25,575.00
A8	Medium Restroom Trailer - Minimum 6 Stall (w/ water source & power source)	Weekly	1	\$ 25,575.00
A9	Large Restroom Trailer - Minimum 8 Stall	Weekly	1	\$ 22,750.00
A10	Large Restroom Trailer - Minimum 8 Stall (w/ water source)	Weekly	1	\$ 22,750.00
A11	Large Restroom Trailer - Minimum 8 Stall (w/ power source)	Weekly	1	\$ 25,575.00
A12	Large Restroom Trailer - Minimum 8 Stall (w/ water source & power source)	Weekly	1	\$ 25,575.00
A13	X- Large Restroom Trailer - Minimum 12 Stall	Weekly	1	\$ 22,750.00
A14	X- Large Restroom Trailer - Minimum 12 Stall (w/ water source)	Weekly	1	\$ 22,750.00
A15	X- Large Restroom Trailer - Minimum 12 Stall (w/ power source)	Weekly	1	\$ 25,575.00
A16	X- Large Restroom Trailer - Minimum 12 Stall (w/ water source & power source)	Weekly	1	\$ 25,575.00
A17	ADA Compliant Unisex Restroom Trailer - Single Stall	Weekly	1	\$ 22,750.00
A18	ADA Compliant Unisex Restroom Trailer - Single Stall (w/ water source)	Weekly	1	\$ 22,750.00
A19	ADA Compliant Unisex Restroom Trailer - Single Stall (w/ power source)	Weekly	1	\$ 25,575.00
A20	ADA Compliant Unisex Restroom Trailer - Single Stall (w/ water source & power source)	Weekly	1	\$ 25,575.00

Category B: Restroom Trailers - Monthly Rate (includes delivery, pick-up, daily servicing and required consumables)

Item	Description	Rate	Estimated Quantity	Unit Price
B1	Small Restroom Trailer - Minimum 4 Stall	Monthly	1	\$ 91,000.00
B2	Small Restroom Trailer - Minimum 4 Stall (w/ water source)	Monthly	1	\$ 91,000.00
B3	Small Restroom Trailer - Minimum 4 Stall (w/ power source)	Monthly	1	\$ 102,300.00
B4	Small Restroom Trailer - Minimum 4 Stall (w/ water source & power source)	Monthly	1	\$ 102,300.00
B5	Medium Restroom Trailer - Minimum 6 Stall	Monthly	1	\$ 91,000.00
B6	Medium Restroom Trailer - Minimum 6 Stall (w/ water source)	Monthly	1	\$ 91,000.00
B7	Medium Restroom Trailer - Minimum 6 Stall (w/ power source)	Monthly	1	\$ 102,300.00
B8	Medium Restroom Trailer - Minimum 6 Stall (w/ water source & power source)	Monthly	1	\$ 102,300.00
B9	Large Restroom Trailer - Minimum 8 Stall	Monthly	1	\$ 91,000.00
B10	Large Restroom Trailer - Minimum 8 Stall (w/ water source)	Monthly	1	\$ 91,000.00
B11	Large Restroom Trailer - Minimum 8 Stall (w/ power source)	Monthly	1	\$ 102,300.00
B12	Large Restroom Trailer - Minimum 8 Stall (w/ water source & power source)	Monthly	1	\$ 102,300.00
B13	X- Large Restroom Trailer - Minimum 12 Stall	Monthly	1	\$ 91,000.00
B14	X- Large Restroom Trailer - Minimum 12 Stall (w/ water source)	Monthly	1	\$ 91,000.00
B15	X- Large Restroom Trailer - Minimum 12 Stall (w/ power source)	Monthly	1	\$ 102,300.00
B16	X- Large Restroom Trailer - Minimum 12 Stall (w/ water source & power source)	Monthly	1	\$ 102,300.00
B17	ADA Compliant Unisex Restroom Trailer - Single Stall	Monthly	1	\$ 91,000.00
B18	ADA Compliant Unisex Restroom Trailer - Single Stall (w/ water source)	Monthly	1	\$ 91,000.00
B19	ADA Compliant Unisex Restroom Trailer - Single Stall (w/ power source)	Monthly	1	\$ 102,300.00
B20	ADA Compliant Unisex Restroom Trailer - Single Stall (w/ water source & power source)	Monthly	1	\$ 102,300.00

Category C: Shower Trailers - Weekly Rate (includes delivery, pick-up, daily servicing and required consumables)

Item	Description	Rate	Estimated Quantity	Unit Price
C1	Small Shower Trailer - Minimum 4 Station	Weekly	1	\$ 22,750.00
C2	Small Shower Trailer - Minimum 4 Station (w/ water source)	Weekly	1	\$ 22,750.00
C3	Small Shower Trailer - Minimum 4 Station (w/ power source)	Weekly	1	\$ 25,575.00
C4	Small Shower Trailer - Minimum 4 Station (w/ water source & power source)	Weekly	1	\$ 25,575.00
C5	Medium Shower Trailer - Minimum 6 Station	Weekly	1	\$ 22,750.00
C6	Medium Shower Trailer - Minimum 6 Station (w/ water source)	Weekly	1	\$ 22,750.00

EXHIBIT E

Item	Description	Rate	Estimated Quantity	Unit Price
C8	Medium Shower Trailer - Minimum 8 Station (w/ water source & power source)	Weekly	1	\$ 25,575.00
C9	Large Shower Trailer - Minimum 8 Station	Weekly	1	\$ 22,750.00
C10	Large Shower Trailer - Minimum 8 Station (w/ water source)	Weekly	1	\$ 22,750.00
C11	Large Shower Trailer - Minimum 8 Station (w/ power source)	Weekly	1	\$ 25,575.00
C12	Large Shower Trailer - Minimum 8 Station (w/ water source & power source)	Weekly	1	\$ 25,575.00
C13	X-Large Shower Trailer - Minimum 12 Station	Weekly	1	\$ 22,750.00
C14	X-Large Shower Trailer - Minimum 12 Station (w/ water source)	Weekly	1	\$ 22,750.00
C15	X-Large Shower Trailer - Minimum 12 Station (w/ power source)	Weekly	1	\$ 25,575.00
C16	X-Large Shower Trailer - Minimum 12 Station (w/ water source & power source)	Weekly	1	\$ 25,575.00
C17	ADA Compliant Unisex Single Shower Station	Weekly	1	\$ 22,750.00
C18	ADA Compliant Unisex Single Shower Station (w/ water source)	Weekly	1	\$ 22,750.00
C19	ADA Compliant Unisex Single Shower Station (w/ power source)	Weekly	1	\$ 25,575.00
C20	ADA Compliant Unisex Single Shower Station (w/ water source & power source)	Weekly	1	\$ 25,575.00

Category D: Shower Trailers - Monthly Rate (includes delivery, pick-up, daily servicing and required consumables)

Item	Description	Rate	Estimated Quantity	Unit Price
D1	Small Shower Trailer - Minimum 4 Station	Monthly	1	\$ 91,000.00
D2	Small Shower Trailer - Minimum 4 Station (w/ water source)	Monthly	1	\$ 91,000.00
D3	Small Shower Trailer - Minimum 4 Station (w/ power source)	Monthly	1	\$ 102,300.00
D4	Small Shower Trailer - Minimum 4 Station (w/ water source & power source)	Monthly	1	\$ 102,300.00
D5	Medium Shower Trailer - Minimum 6 Station	Monthly	1	\$ 91,000.00
D6	Medium Shower Trailer - Minimum 6 Station (w/ water source)	Monthly	1	\$ 91,000.00
D7	Medium Shower Trailer - Minimum 6 Station (w/ power source)	Monthly	1	\$ 102,300.00
D8	Medium Shower Trailer - Minimum 6 Station (w/ water source & power source)	Monthly	1	\$ 102,300.00
D9	Large Shower Trailer - Minimum 8 Station	Monthly	1	\$ 91,000.00
D10	Large Shower Trailer - Minimum 8 Station (w/ water source)	Monthly	1	\$ 91,000.00
D11	Large Shower Trailer - Minimum 8 Station (w/ power source)	Monthly	1	\$ 102,300.00
D12	Large Shower Trailer - Minimum 8 Station (w/ water source & power source)	Monthly	1	\$ 102,300.00
D13	X-Large Shower Trailer - Minimum 12 Station	Monthly	1	\$ 91,000.00
D14	X-Large Shower Trailer - Minimum 12 Station (w/ water source)	Monthly	1	\$ 91,000.00
D15	X-Large Shower Trailer - Minimum 12 Station (w/ power source)	Monthly	1	\$ 102,300.00
D16	X-Large Shower Trailer - Minimum 12 Station (w/ water source & power source)	Monthly	1	\$ 102,300.00
D17	ADA Compliant Unisex Single Shower Station	Monthly	1	\$ 91,000.00
D18	ADA Compliant Unisex Single Shower Station (w/ water source)	Monthly	1	\$ 91,000.00
D19	ADA Compliant Unisex Single Shower Station (w/ power source)	Monthly	1	\$ 102,300.00
D20	ADA Compliant Unisex Single Shower Station (w/ water source & power source)	Monthly	1	\$ 102,300.00

Category E: Laundry Trailers - Weekly Rate (includes delivery, pick-up, daily servicing and required consumables)

Item	Description	Rate	Estimated Quantity	Unit Price
E1	Minimum 4 Unit Laundry Trailer	Weekly	1	\$ 22,750.00
E2	Minimum 4 Unit Laundry Trailer (w/ water source/w/ water source)	Weekly	1	\$ 22,750.00
E3	Minimum 4 Unit Laundry Trailer (w/ power source)	Weekly	1	\$ 25,575.00
E4	Minimum 4 Unit Laundry Trailer (w/ water source & power source)	Weekly	1	\$ 25,575.00
E5	Minimum 6 Unit Laundry Trailer	Weekly	1	\$ 22,750.00
E6	Minimum 6 Unit Laundry Trailer (w/ water source)	Weekly	1	\$ 22,750.00
E7	Minimum 6 Unit Laundry Trailer (w/ power source)	Weekly	1	\$ 25,575.00
E8	Minimum 6 Unit Laundry Trailer (w/ water source & power source)	Weekly	1	\$ 25,575.00
E9	Minimum 8 Unit Laundry Trailer	Weekly	1	\$ 22,750.00
E10	Minimum 8 Unit Laundry Trailer (w/ water source)	Weekly	1	\$ 22,750.00
E11	Minimum 8 Unit Laundry Trailer (w/ power source)	Weekly	1	\$ 25,575.00
E12	Minimum 8 Unit Laundry Trailer (w/ water source & power source)	Weekly	1	\$ 25,575.00
E13	Minimum 12 Unit Laundry Trailer	Weekly	1	\$ 22,750.00
E14	Minimum 12 Unit Laundry Trailer (w/ water source)	Weekly	1	\$ 22,750.00
E15	Minimum 12 Unit Laundry Trailer (w/ power source)	Weekly	1	\$ 25,575.00
E16	Minimum 12 Unit Laundry Trailer (w/ water source & power source)	Weekly	1	\$ 25,575.00

Category F: Laundry Trailers - Monthly Rate (includes delivery, pick-up, daily servicing and required consumables)

Item	Description	Rate	Estimated Quantity	Unit Price
F1	Minimum 4 Unit Laundry Trailer	Monthly	1	\$ 91,000.00
F2	Minimum 4 Unit Laundry Trailer (w/ water source)	Monthly	1	\$ 91,000.00
F3	Minimum 4 Unit Laundry Trailer (w/ power source)	Monthly	1	\$ 102,300.00
F4	Minimum 4 Unit Laundry Trailer (w/ water source & power source)	Monthly	1	\$ 102,300.00
F5	Minimum 6 Unit Laundry Trailer	Monthly	1	\$ 91,000.00
F6	Minimum 6 Unit Laundry Trailer (w/ water source)	Monthly	1	\$ 91,000.00
F7	Minimum 6 Unit Laundry Trailer (w/ power source)	Monthly	1	\$ 102,300.00
F8	Minimum 6 Unit Laundry Trailer (w/ water source & power source)	Monthly	1	\$ 102,300.00
F9	Minimum 8 Unit Laundry Trailer	Monthly	1	\$ 91,000.00
F10	Minimum 8 Unit Laundry Trailer (w/ water source)	Monthly	1	\$ 91,000.00
F11	Minimum 8 Unit Laundry Trailer (w/ power source)	Monthly	1	\$ 102,300.00
F12	Minimum 8 Unit Laundry Trailer (w/ water source & power source)	Monthly	1	\$ 102,300.00
F13	Minimum 12 Unit Laundry Trailer	Monthly	1	\$ 91,000.00
F14	Minimum 12 Unit Laundry Trailer (w/ water source)	Monthly	1	\$ 91,000.00
F15	Minimum 12 Unit Laundry Trailer (w/ power source)	Monthly	1	\$ 102,300.00
F16	Minimum 12 Unit Laundry Trailer (w/ water source & power source)	Monthly	1	\$ 102,300.00

Category G: Additional Servicing Rates (outside of the daily minimum requirement)

PROJECT FUNDING PACKAGE				
Item	Description	Unit of Measure	Estimated Quantity	Unit Price
G1	Small Restroom Trailer - Minimum 4 Stall	Each	1	\$ 1,250.00
G2	Medium Restroom Trailer - Minimum 6 Stall	Each	1	\$ 1,250.00
G3	Large Restroom Trailer - Minimum 8 Stall	Each	1	\$ 1,250.00
G4	X- Large Restroom Trailer - Minimum 12 Stall	Each	1	\$ 1,250.00
G5	ADA Compliant Unisex Restroom Trailer - Single Stall	Each	1	\$ 1,250.00
G6	Small Shower Trailer - Minimum 4 Station	Each	1	\$ 1,250.00
G7	Medium Shower Trailer - Minimum 6 Station	Each	1	\$ 1,250.00
G8	Large Shower Trailer - Minimum 8 Station	Each	1	\$ 1,250.00
G9	X-Large Shower Trailer - Minimum 12 Station	Each	1	\$ 1,250.00
G10	ADA Compliant Unisex Single Shower Station	Each	1	\$ 1,250.00
G11	X-Large Shower Trailer - Minimum 12 Station	Each	1	\$ 1,250.00
G12	ADA Compliant Unisex Single Shower Station	Each	1	\$ 1,250.00
G13	X-Large Shower Trailer - Minimum 12 Station	Each	1	\$ 1,250.00
G14	ADA Compliant Unisex Single Shower Station	Each	1	\$ 1,250.00

****Quantities are not guaranteed. Final payment will be based on actual quantities.**

PROJECT FUNDING PACKAGE

Form 2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: B230263BJB

SOLICITATION NAME: Rental of Portable Shower, Laundry Station, and Restroom Trailers

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).

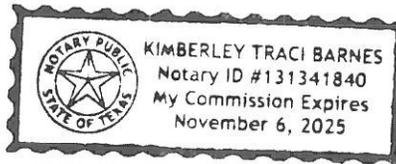
BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, 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: GARNER ENVIRONMENTAL
Signature: John Temperilli - 4/11/23 - PRESIDENT
Title Date

STATE OF Texas
COUNTY OF Harris

The foregoing instrument was signed and acknowledged before me, by means of [X] physical presence or [] online notarization, this 11 day of April 20 23, by Kimberley Traci Barnes who has produced Drivers License as identification. (Type of Identification) John Temperilli

Notary Public Signature
Printed Name of Notary Public Kimberley Traci Barnes
Notary Commission Number/Expiration 131341840/Nov. 6, 2025



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

Form 3 - Reference Survey

Exhibit E
Project Funding PackageLee 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: B230263BJB - Rental of Portable Shower, Laundry and Restroom Trailers

Please return completed form to: **Bidder/**

Section 1	Reference Respondent Information	Proposer: Garner Environmental Services, Inc.
FROM:	Rebecca J Stamper	Due Date: 05/20/2023
COMPANY:	Department of Military Affairs	Total # Pages: 1
PHONE #:	(502)607-1737	Phone #: (850)692-1678 Fax #:
FAX #:	N/A	Bidder/Proposer E-Mail: cmugglin@garner-es.com
EMAIL:	Rebecca.J.Stamper.nfg@army.mil	

Section 2	Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name:	Garner Environmental Services, Inc.		
Reference Project Name:	Project Address:	Project Cost:	
Eastern Kentucky Flooding Support	100 Minuteman Parkway, Frankfort, KY 40601	\$54,000,000	
Summarize Scope:	Equipment provided to aid in the relief of Eastern Kentucky after the 2022 Floods. Assets provided were: powered equipment, commodities, restroom trailers, shower trailers, laundry trailers, and bunkhouses.		

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?	yes
2. Were any problems encountered with the company's work performance?	no
3. Were any change orders or contract amendments issued, other than owner initiated?	no
4. Was the job completed on time?	ongoing
5. Was the job completed within budget?	on going
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	8
7. If the opportunity were to present itself, would you rehire this company?	yes
8. Please provide any additional comments pertinent to this company and the work performed for you: Garner was very professional in what they are doing for Kentucky. they are very easy to work with and go beyond the duties to get the information, help that is needed to get the job done. They respond within minutes and proform the request in a very reasonable time frame. Very easy to work with and they work hard for the citizens of Kentucky to get the job done.	

Section 4 Please submit non-Lee County employees as references
Rebecca J Stamper

Reference Name (Print Name)

DocuSigned by:

Rebecca J Stamper

Reference Signature

814BD9C9854E448...

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: DSNAP B230263BJB - Rental of Portable Shower, Laundry and Restroom Trailers

Section 1	Reference Respondent Information	Please return completed form to: Bidder/	
FROM:	<u>Arthur Austin</u>	Proposer:	Garner Environmental Services, Inc.
COMPANY:	<u>Department of Children and Families</u>	Due Date:	05/24/2023
PHONE #:	<u>(239) 707-9993</u>	Total # Pages:	1
FAX #:	<u>N/A</u>	Phone #:	<u>(850)692-1678</u>
EMAIL:	<u>Arthur.Austin@myflfamilies.com</u>	Fax #:	
		Bidder/Proposer E-Mail:	<u>cmugglin@garner-es.com</u>

Section 2	Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name:	<u>Garner Environmental Services, Inc.</u>		
Reference Project Name:	Project Address:	Project Cost:	
<u>Hurricane Ian DSNAPS</u>	<u>Multiple, FL</u>	<u>35,534,955.57</u>	
Summarize Scope:			
<u>Garner Environmental Services provided equipment, staff, and logistical support for 14 DSNAP sites throughout the State of Florida.</u>			

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

Section 4 Please submit non-Lee County employees as references

Arthur Austin
Reference Name (Print Name)

Arthur Austin
Reference Signature

DS
cm

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: B230263BJB - Rental of Portable Shower, Laundry and Restroom Trailers

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	Herb Donica	Bidder/Proposer:	Garner Environmental Services, Inc.
COMPANY:	Donica Law Firm, P.A.	Due Date:	05/24/2023
PHONE #:	(813)878-9790	Total # Pages:	1
FAX #:	N/A	Phone #:	(850)692-1678
EMAIL:	Herb@donicalaw.com	Fax #:	
		Bidder/Proposer E-Mail:	cmugglin@garner-es.com

Section 2	Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name:	Garner Environmental Services, Inc.		
Reference Project Name:	Project Address:	Project Cost:	
21-0142 - Piney Point	13500 Scale Avenue, Palmetto, FL 34221	\$14,479,620.91	
Summarize Scope:			
Garner Environmental Services provided equipment and logistical support for abatement of the Piney Point gypsum stack breach.			

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?	Yes
2.	Were any problems encountered with the company's work performance?	No
3.	Were any change orders or contract amendments issued, other than owner initiated?	Yes
4.	Was the job completed on time?	Yes
5.	Was the job completed within budget?	Yes
6.	On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	10
7.	If the opportunity were to present itself, would you rehire this company?	Yes
8.	Please provide any additional comments pertinent to this company and the work performed for you: Curtis Galloway and his crew performed above and beyond. They were innovative and efficient. They also provided helpful advice as to operations and methods. I hope to work with them again.	

Section 4	Please submit non-Lee County employees as references
------------------	---

Herb Donica

Reference Name (Print Name)

DocuSigned by:

Herb Donica

Reference Signature

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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. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: Garner Environmental Services, Inc.

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

PROJECT PENDING PACKAGE EXHIBIT E

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 proposal package. This form should also include the primary partners listed in your proposal. 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.

Page Number: 1 Of 1 Total pages

Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney

Form 5 - 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
Doodie Calls, Inc.	Lee County	Jeff Simmons	352-551-7941	No	80%
Sunbelt Rentals, Inc.	Lee County	David Morse	407-448-8846	No	20%

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

PROJECT FUNDING PACKAGE

Form 6 - 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 Lee County Board of County Commissioners
(Print name of the public entity)
- by John Temperilli, President
(Print individual's name and title)
- for Garner ENvironmental Services, Inc.
(Print name of entity submitting sworn statement)
- whose business address is 925 Echo Lane, Suite 400, Houston, TX 77024
- (If applicable) its Federal Employer Identification Number (FEIN) is 76-0134613

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

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

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

PROJECT FUNDING PACKAGE

Form 6 - Public Entity Crime Form, Page 2

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.

John Temperilli (Signature)
4/11/23 (Date)

STATE OF Texas
COUNTY OF Harris

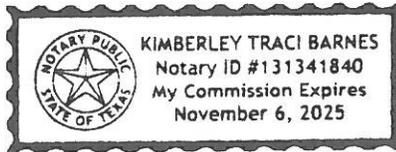
Sworn to (or affirmed) and subscribed before me, by means of [X] physical presence or [] online notarization, this 11 day of April 20 23 by John Temperilli who has produced (Print or Type Name)

Drivers License as identification. (Type of Identification)

Notary Public Signature

Kimberley Traci Barnes Printed Name of Notary Public

131341840 / Nov. 6, 2025 Notary Commission Number/Expiration



PROJECT FUNDING PACKAGE

Form 7 - 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, GARNER ENVIRONMENTAL 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]
Signature
JOHN TEUPERILLI - PRESIDENT
Name and Title
952 ECHO LANE, SUITE 400
Street Address
HOUSTON, TEXAS 77024
City, State, Zip
4/11/23
Date

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/Consultant, GARNEY ENVIRONMENTAL 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.

John Temperilli
Signature of Contractor/Consultant's Authorized Official

JOHN TEMPERILLI - PRESIDENT
Name & Title of Contractor/Consultant's Authorized Official

4/11/23
Date

PROJECT FUNDING PACKAGE

Form 8a: continued (as applicable)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
4040-0013

<p>1. * Type of Federal Action:</p> <p><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</p> <p style="text-align: right;">N/A</p>	<p>2. * Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p> <p style="text-align: right;">N/A</p>	<p>3. * Report Type:</p> <p><input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p style="text-align: right;">N/A</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee</p> <p>* Name: <input type="text" value="N/A"/></p> <p>* Street 1: <input type="text"/> * Street 2: <input type="text"/></p> <p>* City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/></p> <p>Congressional District, if known: <input type="text"/></p>		
<p>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</p> <p style="text-align: center;">N/A</p>		
<p>6. * Federal Department/Agency:</p> <p><input type="text"/></p>		<p>7. * Federal Program Name/Description:</p> <p><input type="text"/></p> <p>CFDA Number, if applicable: <input type="text"/></p>
<p>8. Federal Action Number, if known:</p> <p><input type="text"/></p>		<p>9. Award Amount, if known:</p> <p>\$ <input type="text"/></p>
<p>10. a. Name and Address of Lobbying Registrant:</p> <p>Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/></p> <p>* Last Name <input type="text"/> Suffix <input type="text"/></p> <p>* Street 1 <input type="text"/> * Street 2 <input type="text"/></p> <p>* City <input type="text"/> State <input type="text"/> Zip <input type="text"/></p>		
<p>b. Individual Performing Services (including address if different from No. 10a)</p> <p>Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/></p> <p>* Last Name <input type="text"/> Suffix <input type="text"/></p> <p>* Street 1 <input type="text"/> * Street 2 <input type="text"/></p> <p>* City <input type="text"/> State <input type="text"/> Zip <input type="text"/></p>		
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the ter above when the transaction was made or entered into. 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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> <p>* Signature: <input type="text"/></p> <p>* Name: Prefix <input type="text"/> * First Name <input type="text"/> Middle Name <input type="text"/></p> <p>* Last Name <input type="text"/> Suffix <input type="text"/></p> <p>Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text"/></p>		
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-67)</p>

PROJECT FUNDING PACKAGE

Form 9: E-Verify Affidavit

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with County Procurements where applicable. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, upon request by County personnel. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company.

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.

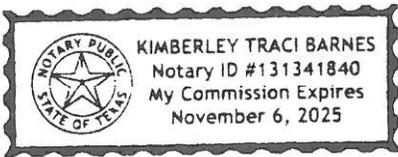
Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility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

Company Name GARNER ENVIRONMENTAL
Print Name JOHN TEMPERILLI Title PRESIDENT
Signature John Temperilli Date 4/11/23
State of TEXAS
County of HARRIS

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 11 day of April, 2023 by

John Temperilli who has produced Drivers License as identification.
(Print or Type Name) (Type of Identification)

Kimberley Traci Barnes
Notary Public Signature
Printed Name of Notary Public
131341840/Nov. 6, 2025
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/11/2023

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 Higginbotham Insurance Agency, Inc. 11700 Katy Freeway, Suite 1100 Houston TX 77079	CONTACT NAME: Bee Bigtacion	
	PHONE (A/C, No, Ext): 713-888-3951	FAX (A/C, No): 713-952-9939
E-MAIL ADDRESS: bbigtacion@higginbotham.net		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Garner Environmental Services, Inc See Name Insured Schedule 952 Echo Lane, Suite 400 Houston TX 77024	GARNENV-01	INSURER A : Steadfast Insurance Company 26387
		INSURER B : Travelers Lloyds Insurance Company 41262
		INSURER C : Zurich American Insurance Company 16535
		INSURER D :
		INSURER E :
		INSURER F :

COVERAGES **CERTIFICATE NUMBER: 1838556454** **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Pollution & Prof			GPL1827979-01	5/5/2022	5/5/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP0147830-04	5/5/2022	5/5/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SXS1827981-01	5/5/2022	5/5/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> 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 N	N/A	WC0147831-04	5/5/2022	5/5/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractor's Equipment			QT6608J93022A-TLC-22	5/5/2022	5/5/2023	See attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Name Insured Schedule:
 Garner Environmental Services, Inc.
 Oil Mop, LLC DBA OMI Environmental Solutions
 Excel Transportation & Disposal, LLC
 K-Solv Garner Management, LLC
 GOMI Transportation, LLC
 OMI Garner Properties, LLC
 OMI Garner Holdings
 See Attached...

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



ADDITIONAL REMARKS SCHEDULE

Page 1 of 2

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Garner Environmental Services, Inc See Name Insured Schedule 952 Echo Lane, Suite 400 Houston TX 77024	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

OMI Channelview, LLC
 Rowdy Products and Supply, LLC
 Garner Tallahassee, LLC
 K-Solv Wash Services, LLC

Coverage Continued:

E - Contractor's Equipment & Motor Truck Cargo Coverage -Traveler's Lloyds Insurance Company-Effective 05/05/2022-05/05/2023
 Policy # QT6608J93022ATLC22
 Scheduled Equipment \$3,158,799
 Leased & Rented \$2,000,000 - Any One Item
 Flood \$ 5,158,799
 Earthquake \$5,158,799
 Cargo Limit \$100,000 Any One Vehicle

The Contractor's Equipment & Motor Truck Cargo policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Contractor's Equipment & Motor Truck Cargo policy includes a blanket Loss Payee endorsement as their interest may appear.

POLLUTION LIABILITY-Policy Number# GPL182797901-Steadfast Insurance Company
 Effective 05/05/2022 to 05/05/2023
 East Incident Limit: \$2,000,000
 Policy Aggregate Limit: \$4,000,000

PROFESSIONAL LIABILITY: Policy Number #-GPL182797901 Steadfast Insurance Company
 Effective 05/05/2022-05/05/2023
 Each Accident Limit \$2,000,000
 Aggregate Limit \$4,000,000

CYBER LIABILITY:

Policy Effective Dates: 08/29/2022 - 08/29/2023
 Insurer: North American Capacity & Certain Underwriters at Lloyds
 Policy No.: C-4LRH-061959-CYBER-2022
 Limit: \$3,000,000
 Retroactive Date: Full prior acts coverage

GENERAL LIABILITY & POLLUTION:

The General Liability and Pollution policy includes a blanket additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status.

The General Liability and Pollution policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it. Waiver of Transfer of Rights of Recovery Against Others To Us
 The General Liability and Pollution policy includes a primary and non-contributory provision only when there is a written contract between the insured and the certificate holder that requires such provision.

The General Liability and Pollution policy includes a blanket endorsement providing 30 days' notice of cancellation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, except 10 days of nonpayment of premium.

The Coverage Territory on the General Liability policy includes the Gulf of Mexico.

The General Liability policy includes Explosion, Collapse and Underground coverage.

COMMERCIAL AUTOMOBILE:

The Commercial Automobile policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status.

The Commercial Automobile policy includes a primary and non-contributory provision only when there is a written contract between the insured and the certificate holder that requires such provision.

The Commercial Automobile policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the insured and the certificate holder that requires it. Waiver of Transfer of Rights of Recovery Against Others To Us.

The Commercial Automobile policy includes Endorsement for Motor Carrier Policies of Insurance for Public Liability under Section 29 and 30 of the Motor Carrier Act of 1980. Form MCS-90

The Commercial Automobile policy includes an endorsement providing that 30 days' notice of cancellation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, except 10 days of nonpayment of premium.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Garner Environmental Services, Inc See Name Insured Schedule 952 Echo Lane, Suite 400 Houston TX 77024	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WORKERS COMPENSATION:

The Worker's Compensation policy includes Alternate Employer, Waiver of Subrogation, US Longshore /Harbor Coverage, Outer Continental Shelf, Other State Coverage, Maritime Coverage and Voluntary Compensation Endorsements.

The Workers Compensation policy includes a blanket endorsement providing 30 days' notice of cancellation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, except 10 days of nonpayment of premium.

EXCESS LIABILITY:

The Excess Liability policy is follow form over the General Liability, Environmental Pollution Liability, Professional Liability, Auto Liability and Employers' Liability policies, except where provisions to the contrary appear herein, is subject to all of the conditions, agreements, exclusions, endorsements and limitations of and shall follow the underlying insurance in all respects.

The certificate holder is extended to read: Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution Exclusion** applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

EXHIBIT E
PROJECT FUNDING PACKAGE

Notice to Others of Cancellation, Nonrenewal Or Reduction of Insurance



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 1827979-01	05/05/2022	05/05/2023	05/05/2022	83617000	-----	-----

Named Insured and Mailing Address:

GARNER ENVIRONMENTAL SERVICES, INC.
952 ECHO LN
HOUSTON, TX 77024-2814

Producer:

RSG SPECIALTY, LLC
820 GESSNER RD STE 1850
HOUSTON, TX 77024-4274

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Agribusiness Pollution Liability Insurance Policy - Claims Made and Reported Coverage

Commercial Umbrella Liability Policy

Commercial Umbrella Liability Policy – Claims Made and Reported Coverage

Contractor’s Pollution Liability Insurance Policy

Contractor’s Pollution Liability Insurance Policy - Claims Made and Reported Coverage

Environmental Cleanup and Liability Insurance Policy - Claims Made and Reported Coverage

Environmental Impairment Liability Insurance Policy - Claims Made and Reported Coverage

Environmental Services Package Policy

Excess Environmental Insurance Policy - Claims Made and Reported Coverage

Follow Form Excess Liability Policy

Follow Form Excess Liability Policy – Claims Made and Reported Coverage

Healthcare Pollution Liability Insurance Policy - Claims Made and Reported Coverage

Lender Environmental Collateral Protection and Liability Insurance Outstanding Loan Balance - Claims Made and Reported Coverage

Lender Environmental Collateral Protection and Liability Insurance Policy – Claims Made and Reported Coverage

Lender Environmental Collateral Protection and Liability Insurance Policy – Capital Markets - Claims Made and Reported Coverage

Professional Consultant’s Liability Insurance Policy - Claims Made and Reported Coverage

Professional Environmental Consultant’s Liability Insurance Policy

Professional Environmental Consultant’s Liability Insurance Policy - Claims Made and Reported Coverage

Public Entity Pollution Liability - Claims Made and Reported Coverage

Real Estate Environmental Liability Insurance Policy - Claims Made and Reported Coverage

Fixed Price Remediation Insurance

Z Choice® Real Estate Environmental Liability - Claims Made and Reported Coverage

Z Choice® Pollution Liability - Claims Made and Reported Coverage

Z Link® Commercial General and Pollution Liability

EXHIBIT E
PROJECT FUNDING PACKAGE

- A.** If we cancel or non-renew this policy by written notice to the first Named Insured shown in the Declarations for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured shown in the Declarations, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to the first Named Insured shown in the Declarations for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this policy is reduced or restricted, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

For the purposes of this endorsement only, a reduction or restriction means:

- 1) a change in the "policy period";
- 2) an addition or deletion of a Coverage Section; or
- 3) a reduction of the amount of Limits of Liability or Limits of Insurance, as applicable, which reduction is not the result of payment of "damages", "claim expenses" or "loss", or an increase or reduction of the amount of Deductibles, which reduction is not the result of payment of "damages", "claims expense" or "loss", or which increase is not the result of recoupment of payment of "damages", "claims expense" or "loss" through subrogation or otherwise.

- D.** If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s)/ Organization(s):	Number of Days Notice:

Blanket as Required by Written Contract

30

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

PROJECT FUNDING PACKAGE



ZURICH®

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0147830-04	05/05/2022	05/05/2023	05/05/2022	83617000	INCL	-----

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

PROJECT FUNDING PACKAGE

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

PROJECT FUNDING PACKAGE

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

 - (a) Are the property of an "insured"; and
 - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

PROJECT FUNDING PACKAGE

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant

PROJECT FUNDING PACKAGE

or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

PROJECT FUNDING PACKAGE

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

EXHIBIT E
PROJECT FUNDING PACKAGE



Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0147830-04	05/05/2022	05/05/2023	05/05/2022	83617000	INCL	-----

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY WRITTEN CONTRACT/PER SCHEDULE ON FILE WITH US	30

All other terms and conditions of this policy remain unchanged.

PROJECT FUNDING PACKAGE



ZURICH

Additional Insured-Automatic-Owners, Lessees Or Contractors

Coverage Part One-Commercial General Liability

Coverage Part Two-Contractor's Pollution Liability

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 1827979-01	05/05/2022	05/05/2023	05/05/2022	83617000	-----	-----

Named Insured and Mailing Address:

GARNER ENVIRONMENTAL SERVICES, INC.
952 ECHO LN
HOUSTON, TX 77024-2814

Producer:

RSG SPECIALTY, LLC
820 GESSNER RD STE 1850
HOUSTON, TX 77024-4274

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

- COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY
- COVERAGE PART TWO-CONTRACTOR'S POLLUTION LIABILITY

1. Who is an Insured (Section I.) in the COMMON COVERAGE PROVISIONS is amended to include as an additional insured any person(s) or organization(s) whom you are required to add as an additional insured on this policy under a written contract or written agreement.
2. The insurance provided to the additional insured person(s) or organization(s) applies only to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" under COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
 and resulting directly from:
 - (a) Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - (b) "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement; and/or
 - b. "Claims" arising out of a "pollution event" under COVERAGE PART TWO - CONTRACTOR'S POLLUTION LIABILITY, caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf,
 and resulting directly from:
 - (a) "Covered operations" performed for the additional insured, which is the subject of the written contract or written agreement; or

EXHIBIT E
PROJECT FUNDING PACKAGE

(b) "Completed operations" of the "covered operations" performed for the additional insured, which is the subject of the written contract or written agreement.

3. However, regardless of the provisions of paragraphs 1. and 2. above, the insurance afforded to such additional insured:
- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide to such additional insured.
4. With respect to the insurance afforded to the additional insured under this endorsement, the following is added to **Section III – Limits Of Insurance and Deductible:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

5. The insurance provided to the additional insured person or organization does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any architectural, engineering or surveying services.

6. The additional insured must see to it that:
- a. We are notified as soon as practicable of an "occurrence", offense or "pollution event", as applicable, that may result in a claim;
 - b. We receive written notice of a claim or "suit" as soon as practicable; and
 - c. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

7. For the coverage provided by this endorsement:
- a. The following paragraph is added to Paragraph 8.a. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:
Primary and Noncontributory Insurance
This Insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this endorsement provided that:
 - (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
 - b. The following paragraph is added to Paragraph 8.b. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

This insurance is excess over:

PROJECT FUNDING PACKAGE

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

8. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

EXHIBIT E
PROJECT FUNDING PACKAGE

Waiver of Transfer of Rights of Recovery Against Others – Blanket as Required by Contract



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 1827979-01	05/05/2022	05/05/2023	05/05/2022	83617000	-----	-----

Named Insured and Mailing Address:

GARNER ENVIRONMENTAL SERVICES, INC.
952 ECHO LN
HOUSTON, TX 77024-2814

Producer:

RSG SPECIALTY, LLC
820 GESSNER RD STE 1850
HOUSTON, TX 77024-4274

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

- COVERAGE PART ONE – COMMERCIAL GENERAL LIABILITY
- COVERAGE PART TWO – CONTRACTOR'S POLLUTION LIABILITY
- COVERAGE PART THREE – PROFESSIONAL LIABILITY

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions that with respect to the coverage parts indicated above Conditions (Section V.) of the COMMON COVERAGE PROVISIONS, Condition 14. Subrogation is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization whom you are required to waive your right of subrogation by a written contract or written agreement executed and effective prior to the performance of your services which is the subject of such written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED

EXHIBIT E
PROJECT FUNDING PACKAGE

Sealed Bid Label

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

SEALED BID DOCUMENTS • DO NOT OPEN	
BID NO.:	B230209BJB
BID TITLE:	Rental of Portable Shower, Laundry Station, and Restroom Trailers
DATE DUE:	Monday, April 17, 2023
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
<small>e-mail address</small>	<small>Telephone</small>
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers, FL 33901



***Notice:** The Date Due/Bid Due Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Bid Due Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Bid Due Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Bid Due Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY