

B250003CMR  
Disaster Environmental Remediation  
BioResponse, Corp.

## **AGREEMENT FOR DISASTER ENVIRONMENTAL REMEDIATION**

**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 BioResponse, Corp., a Florida corporation, whose address is 7209 NW 46 St., Miami, FL 33166, and whose federal tax identification number is 20-2954991, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to contract with Vendor to provide disaster response on an as needed basis for Environmental Remediation Services from the Vendor in connection with "Disaster Environmental Remediation" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B250003CMR on October 22, 2024 (the "Solicitation"); and,

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

**WHEREAS**, the County posted a Notice of Intended Decision on January 24, 2025; 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 Work is set forth in the Scope of Work and Specifications sections of B250003CMR, a photocopy of said sections being attached hereto and incorporated 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 provisions, and addendum. Vendor shall comply strictly with all of the terms and conditions of the Solicitation No. B250003CMR, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue on an as needed basis for a term of one (1) three-year (3) period with no renewals. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

## **III. COMPENSATION AND PAYMENT**

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

## **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

#### **V. ADDITIONAL PURCHASES**

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

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

#### **VI. LIABILITY OF VENDOR**

- A. The Vendor shall indemnify and hold harmless Lee County Government from liabilities, damages, losses, and costs, including but not limited to attorney's reasonable fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

#### **VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

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

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

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



provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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

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

#### **IX. OWNERSHIP OF PRODUCTS**

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

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

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

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

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

#### **XII. CONTRACT TERMINATION**

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations

and that such determination renders the Vendor unable to perform any aspect of the Agreement.

- B. **OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

### **XIII. DISPUTE RESOLUTION**

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

### **XIV. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or

addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County

recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday.

- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Manuel Pozo  
 Title: President  
 Address: 7209 NW 46th ST. Miami, FL 33166  
 Telephone: (855) 877- 4272  
 Facsimile: N/A  
 Email: [manny.pozo@bioresponsecorp.com](mailto:manny.pozo@bioresponsecorp.com)

County's Representative

Name: Mary Tucker  
 Title: Procurement Management Director  
 Address: P.O. Box 398 Fort Myers, FL 33902  
 Telephone: (239) 533-8881  
 Facsimile: (239) 485-8383  
 Email: [mtucker@leegov.com](mailto: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. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.
- M. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
  2. County's Purchase Order
  3. Solicitation
  4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

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

WITNESS:

**BIORESPONSE, CORP.**

Signed By: 

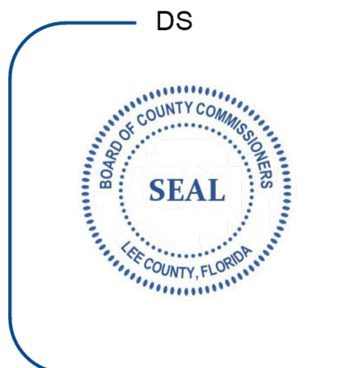
Print Name: Amanda Alonso

Signed By: 

Print Name: Manuel Pozo

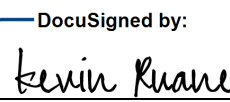
Title: President

Date: 12/17/2025



**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

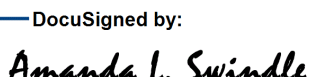
Signed By: 

Print Name: Kevin Ruane


Title: Chair

Date: 4/3/2025 | 9:08 PM EDT

ATTEST:  
CLERK OF THE CIRCUIT COURT

BY:   
DEPUTY CLERK

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

BY:   
OFFICE OF THE COUNTY ATTORNEY

## EXHIBIT A

### SCOPE OF WORK AND SPECIFICATIONS

VER 06-12-24

#### SCOPE OF WORK AND SPECIFICATIONS

#### 1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor(s) to provide disaster response on an as needed basis for Environmental Remediation Services. Services shall include, but not be limited to:
  - 1.1.1. Mold Remediation
  - 1.1.2. Fire/Storm/Flood/Water Damage/Drying Services
- 1.2. The commodities and contractual services require Vendor(s) to provide all labor, equipment, and miscellaneous supplies. The Vendor must supply all miscellaneous supplies necessary for performance of the services as requested and inclusive to the proposed prices on the Bid/Proposal Form. These items include, but are not limited to respirator, gloves, goggles, flashlights, hoses, hammer, saw, wrenches, mops, sockets, extension cords, ladders, various drying equipment, hand cleaners, and/or disinfectants.

#### 2. DETAILED SPECIFICATIONS

- 2.1. **Mold Remediation:** Vendor(s) shall provide all personnel, equipment, tools, materials, supervision, and other items to perform the services as described in this Scope of Work. The Scope of Work will range from incidental, small and short duration to large-scale mold remediation. The Scope of Work shall include but not be limited to:
  - 2.1.1. Removal of mold
  - 2.1.2. Remediation
  - 2.1.3. Demolition
  - 2.1.4. Water Extraction
  - 2.1.5. Dehumidification
  - 2.1.6. Incapacitation
  - 2.1.7. Drying
  - 2.1.8. Cleaning
- 2.2. Vendor shall investigate and evaluate moisture and mold problems that are comparable to the recommendations presented in the following:
  - 2.2.1. USEPA's guidance document (EPA 402-K-01-001) "MOLD REMEDIATION IN SCHOOLS AND COMMERCIAL BUILDINGS" Reprinted September 2008
  - 2.2.2. ANSI/IICRC S500-2006- Standard and Reference Guide for Professional Water Damage Restoration
  - 2.2.3. ANSI/IICRC S520-2008 - Standard and Reference Guide for Professional Water Mold Remediation
  - 2.2.4. A Brief Guide to Mold in the Workplace: Occupational Safety and Health Administration (OSHA)
- 2.3. Vendor shall investigate and evaluate indoor environments, teaching laboratories, and mechanical spaces within occupied buildings comparable to the following recommended national standards:
  - 2.3.1. ANSI/ASHRAE Standard 62- Ventilation for Acceptable Indoor Air Quality
  - 2.3.2. ANSI/ASHRAE Standard 55- Thermal Environmental Conditions for Human Occupancy
  - 2.3.3. ANSI/ASHRAE Standard Z9.5 Laboratory Ventilation
- 2.4. **Fire/Storm/Flood/Water Damage/Drying Services:** This service category consists of Vendor activities performed after potable, grey, and/or black water damage occurs. The following conditions must be defined and addressed immediately (i.e. within twenty-four (24) to forty-eight (48) hours) following impact. This service category presumes response actions occur prior to visible mold occurrence/amplification (i.e. < 100 feet of visible mold impacted building material surface area as determined by County Personnel and/or Representative).



VER 06-12-24

2.4.1. Fire Damage: This service category consists of Vendor(s) activities performed after fire or smoke damage occurs. Vendor(s) must define and address the following, but not limited to, conditions within (or less) twenty-four (24) to forty-eight (48) hours following a fire loss:

- 2.4.1.1. Debris removal
- 2.4.1.2. Onsite dry out
- 2.4.1.3. HVAC Cleaning
- 2.4.1.4. Cleaning of building environmental surfaces (i.e. floors, walls, ceiling, etc.)
- 2.4.1.5. On-location and off-location contents cleaning (smoke/water damage)

2.4.2. Storm: This category consists of damage by any storm, named or otherwise.

- 2.4.2.1. Debris removal
  - Debris shall include, but is not limited to items that need to be removed like different types of flooring, cabinetry, furniture, drywall, wood, ceiling tiles, ductwork, and anything that may been washed into the building, like piles of sand or parts of trees, and garbage.
- 2.4.2.2. Onsite dry out
- 2.4.2.3. Cleaning of building environmental surfaces (i.e. floors, walls, ceilings, etc.)
- 2.4.2.4. On-location and off-location contents cleaning (water damage)

2.4.3. Flood/Water Damage

- 2.4.3.1. Debris removal
  - Debris shall include, but is not limited to items that need to be removed like different types of flooring, cabinetry, furniture, drywall, wood, ceiling tiles, ductwork, and anything that may been washed into the building, like piles of sand or parts of trees, and garbage
- 2.4.3.2. Onsite dry out
- 2.4.3.3. Cleaning of building environmental surfaces (i.e. floors, walls, ceiling, etc.)
- 2.4.3.4. On-location and off-location contents cleaning (smoke/water damage)

2.4.4. Flood Category Definitions - Certain terms and definitions associated with water damage restoration exist. The following are definitions of terms used:

2.4.4.1. Category 1 Water - Water originating from a source that does not pose substantial harm to humans. Category 1 water is also referred to as “clean water”. Examples of clean water sources may include, but are not limited to:

- Broken domestic supply lines
- Tub or sink overflows with no contaminants
- Appliance malfunctions involving domestic water supply lines
- Melting ice
- Falling rainwater
- Broken toilet tanks and toilet bowls that do not contain contaminants or additives
- Clean water that has contact with structural surfaces and content materials may deteriorate in cleanliness as it dissolves or mixes with soils and other contaminants, and as time elapses

2.4.4.2. Category 2 Water – Water containing a significant degree of chemical, biological, and/or physical contamination and having the potential to cause discomfort or sickness if consumed by or exposed by humans. Category 2 water is also referred to as “gray water”. Gray water carries microorganisms and nutrients for microorganisms. Examples of gray water sources may include, but are not limited to:

- Discharge from dishwashers or washing machines
- Overflow from toilet bowls with some urine (no feces)

VER 06-12-24

- Sump pump failures
- Seepage due to hydrostatic pressure
- Chilled and condensate water
- Fire protection sprinkle water
- Gray water may contain chemicals, bio-contaminants such as fungal, bacterial and viral algae, and other forms of contamination including physical hazards. Time and temperature aggravate category 2 water contamination levels significantly. Gray water in flooded structures that remains untreated for longer than forty-eight (48) hours may change to category 3- black water.

2.4.4.3. Category 3 Water - Grossly unsanitary water containing pathogenic agents, arising from sewage or other contaminated water sources and having likelihood of causing discomfort or sickness if consumed or exposed to humans. Black water includes sewage and other contaminated water sources entering or affecting the indoor environment. Toilet backflow that originated beyond trap are considered black water contamination, regardless of visible content or color. Category 3 water includes, but is not limited to:

- Sewage/rainwater mixed
- Rising water from rivers or streams, such water sources carry silt and organic matter into structures creating black water conditions

2.4.5. Water Damage - Clean up and mold prevention: The table below presents strategies to respond to water damage within 24-48 hours. These guidelines help avoid the need for remediation of mold growth by taking quick action before growth starts. Depending on the size of the area involved and resources available, the County may need professional assistance to dry an area quickly and thoroughly.

<b>Water Damage – Cleanup and Mold Prevention</b>	
<b>Guidelines for Response to Clean Water Damage within 24-48 Hours to Prevent Mold Growth</b>	
<b>Water-Damaged Material</b>	<b>Actions</b>
<b>Books and papers</b>	For non-valuable items, discard books and papers. Photocopy valuable/important items, discard originals. Freeze (in frost-free freezer or meat locker) or freeze-dry.
<b>Carpet and backing - dry within 24-48 hours</b>	Remove water with water extraction vacuum. Reduce ambient humidity levels with dehumidifier. Accelerate drying process with fans.
<b>Ceiling tiles</b>	Discard
<b>Ceiling Grid</b>	To remain. Shall be cleaned. Repair any damage caused by removal of tiles.
<b>Cellulose insulation</b>	Discard
<b>Concrete or cinder block surfaces</b>	Remove water with water extraction vacuum. Accelerate drying process with dehumidifiers, fans, and/or heaters.
<b>Fiberglass insulation</b>	Discard
<b>Hard surface, porous flooring (Linoleum, ceramic tile, vinyl)</b>	Vacuum or damp wipe with water and mild detergent and allow drying; scrubbing if necessary. Check to make sure under flooring is dry; dry under flooring if necessary.
<b>Non-porous, hard surfaces (Plastics, metals)</b>	Vacuum or damp wipe with water and mild detergent and allow drying; scrubbing if necessary.
<b>Upholstered furniture</b>	Remove water with water extraction vacuum.

VER 06-12-24

	Accelerate drying process with dehumidifiers, fans, and/or heaters. May be difficult to completely dry within 48 hours. If the piece is valuable, you may wish to consult a restoration/water damage professional who specializes in furniture.
<b>Wallboard</b> (Drywall and gypsum board)	May be dried in place if there is no obvious swelling and the seams are intact. If not, remove, and discard.. Ventilate the wall cavity, if possible.
<b>Window drapes</b>	Follow laundering or cleaning instructions recommended by the manufacturer.
<b>Wood surfaces</b>	Remove moisture immediately and use dehumidifiers, gentle heat, and fans for drying. (Use caution when applying heat to hardwood floors.) Treated or finished wood surfaces may be cleaned with mild detergent and clean water and allowed to dry. Wet paneling should be pried away from wall for drying.

## 2.5. Restoration/Remediation Criteria

- 2.5.1. Excess Water Removal – Excess water removal is essential as the beginning point of restoration procedures. Removal of excess water may be achieved by physical means, such as mopping or soaking up excess moisture from hard surfaces or furnishings. However, water removal usually involves the use of more sophisticated techniques and equipment such as pumps, or specifically designed commercial wet vacuuming equipment.
- 2.5.2. Evaporation – Once excess water is removed, remaining water must be changed from a liquid to a vapor by promoting evaporation. Normally, this is accomplished efficiently with specialized air-moving equipment.
- 2.5.3. Dehumidification – Once moisture is evaporated from structural materials and contents into the air, the moisture must be removed from the air through dehumidification, or it must be externally exhausted. Failure to dehumidify may result in substantial secondary damage and present a significant health hazard.
- 2.5.4. Temperature Control – Both evaporation and dehumidification are greatly enhanced by controlling the temperature in a confined environment. Additionally, microorganisms' growth is temperature related. Thus, temperature modification and control is an important basis principle for safe and effective drying.
- 2.5.5. Monitoring – The damaged structure must be monitored starting with the initial assessment and evaluation, and continuing throughout the restoration process. Monitoring procedures may include, but are not limited to the following:
  - 2.5.5.1. Temperature and humidity readings
  - 2.5.5.2. Updating drying progress status
  - 2.5.5.3. Checking the moisture content of structural wood and other materials with a moisture meter
- 2.5.6. Inspection – Following the removal of excess water, a detailed inspection must be conducted that considers the extent of water migration, the types of quantities of affected material and the degree of apparent damage. The information obtained may be used to analyze the extent of damage and to determine the job scope. Professional testing equipment and principals of psychometry must be used to formulate a plan to dry and restore, or replace both structural materials and contents. A comprehensive inspection may include, but not necessarily be limited to:
  - 2.5.6.1. Identifying and evaluating health and safety hazards
  - 2.5.6.2. Determining the source of water



VER 06-12-24

- 2.5.6.3. Determining the need to protect floor covering materials and contents
- 2.5.6.4. Determining the extent of moisture intrusion
- 2.5.6.5. Determining the job scope
- 2.5.6.6. Evaluating flooring materials
- 2.5.6.7. Evaluating inventories and/or contents items
- 2.5.6.8. Evaluating the HVAC system if affected
- 2.5.6.9. Assess other structural materials (walls, ceilings, etc.)
- 2.5.6.10. Documenting preexisting conditions not related to the current loss (wear, urine contamination, delamination, etc.)
- 2.5.6.11. Establishing drying goals
- 2.5.7. Floor covering evaluation – Vendor shall decide as to whether floor covering materials (e.g. carpet, cushion, vinyl, wood, laminates) are salvageable. Determination may include, but not limited to:
  - 2.5.7.1. Construction integrity
  - 2.5.7.2. Porosity and potential health effects from contaminants
  - 2.5.7.3. Disposition of floor coverings and the ability to salvage them will be determined to the appended Drying Standards
- 2.5.8. Structural Materials –Throughout the restoration process, Vendor shall direct effort toward anticipating secondary damage and attending to other structural components that may require drying, or demolition and replacement. This is especially important if water remains in contact with building materials longer than 24-hours, such as water on flooring in contact with gypsum board. These components may include, but are not limited to:
  - 2.5.8.1. Ceilings
  - 2.5.8.2. Walls
  - 2.5.8.3. Built-in furnishings and fixtures
  - 2.5.8.4. Insulation
  - 2.5.8.5. Structural Wood
- 2.5.9. Occupant Evacuation – For areas with extensive water damage, Vendor shall determine if occupants need to be evacuated from the damaged area, and if so, estimate the duration of time. Factors used to make this determination may include, but are not limited to:
  - 2.5.9.1. Type of contamination (e.g., Categories 1, 2 or 3 Water)
  - 2.5.9.2. Obvious indications of high levels of microbiological or chemical contamination
  - 2.5.9.3. Presence of occupants who are immunocompromised or have mold allergies, asthma or other applicable medical conditions.
- 2.5.10. Technician Training – Technicians performing Category 2 water (gray water) and category 3 water (black water) damage restoration must be trained in risks of exposure and procedure for safe cleanup of these materials.
- 2.5.11. Personal Protection – Persons working in or around Category 3 water during stage of decontamination, cleaning and biocide application must be equipped with Personal Protective Equipment (PPE) including but not limited to:
  - 2.5.11.1. Rubber gloves
  - 2.5.11.2. Eye protection
  - 2.5.11.3. Protective suit
  - 2.5.11.4. Rubber boots

An Evaluation must be made to determine the necessity for respiratory protection. In the case of overhead hazards or contamination, hard hats must also be worn.

VER 06-12-24

## 2.6. Criteria for Determining when Building Materials are Dry

- 2.6.1. The ambient conditions must be stabilized and be able to be held at normal room conditions.
- 2.6.2. The building materials must be returned to their equilibrium moisture content to prevent the active growth of fungal organisms.
- 2.6.3. The building materials must be returned to their pre-loss moisture state.
- 2.6.4. Drying services shall be considered sufficient when the following three conditions have been achieved:
  - 2.6.4.1. The interior ambient conditions are at or better than normal room conditions (50% RH @ 70°F)
  - 2.6.4.2. The moisture in the building materials themselves will not support the active growth of mold and mildew
  - 2.6.4.3. The building materials and contents will finish returning to equilibrium with normal room conditions by themselves without further damage to them
- 2.6.5. Drywall - Drying services for drywall will be provided by an outside contractor, if Vendor cannot replace the drywall within 48 hours.. If drying procedures are not initiated within 48 hours of the initial water loss or dried within 72 hours, all wet drywalls shall be replaced. For the purposes of this Standard, drying services on drywall shall be considered sufficient when all four of the following conditions are met:
  - 2.6.5.1. The moisture content of the drywall is decreasing
  - 2.6.5.2. All affected drywall is within 10% of its normal moisture content as determined by actual measurement in a control point elsewhere in the same building. (Example: Taking several readings in unaffected areas of drywall showed that the MC that should be expected in the building is 14%. Therefore, the maximum reading at the end of the job should be no more than 24%)
  - 2.6.5.3. The differential of MC in wood from the top ¼" is not more than 1%
  - 2.6.5.4. The building environment is stabilized and the existing HVAC system is capable of maintaining normal room conditions
- 2.6.6. Plaster - For the purposes of this Standard, drying services on plaster shall be considered sufficient when all four of the following conditions are met:
  - 2.6.6.1. The moisture content of the plaster is decreasing
  - 2.6.6.2. All affected plaster is within 10% of its normal moisture content as determined by actual measurement in a control point elsewhere in the same building. (Example: Taking several readings in unaffected areas of plaster showed that the MC that should be expected in the building is 10%. Therefore, the maximum reading at the end of the job should be no more than 20%)
  - 2.6.6.3. 95% of the affected plaster area meets criteria 2.6.6.1 and 2.6.6.2
  - 2.6.6.4. The building environment is stabilized and the existing HVAC system is capable of maintaining normal room conditions
- 2.6.7. Concrete Block - For the purposes of this Standard, drying services on concrete block shall be considered sufficient when all four of the following conditions are met:
  - 2.6.7.1. The moisture content of the concrete block is decreasing
  - 2.6.7.2. All affected concrete block is within 10% of its normal moisture content as determined by actual measurement in a control point elsewhere in the same building (Example: Taking several readings in unaffected areas of concrete block showed that the MC that should be expected in the building is 10%. Therefore, the maximum reading at the end of the job should be no more than 20%)
  - 2.6.7.3. 95% of the affected concrete block area meets criteria 2.6.7.1. and 2.6.7.2.
  - 2.6.7.4. The building environment is stabilized and the existing HVAC system is capable of maintaining normal room conditions

VER 06-12-24

2.6.8. Concrete - For the purposes of this Standard, drying services on concrete shall be considered sufficient when all four of the following conditions are met:

- 2.6.8.1. The moisture content of the concrete is decreasing
- 2.6.8.2. All affected concrete is within 10% of its normal moisture content as determined by actual measurement in a control point elsewhere in the same building. (Example: Taking several readings in unaffected areas of concrete showed that the MC that should be expected in the building is 10%. Therefore, the maximum reading at the end of the job should be no more than 20%)
- 2.6.8.3. 95% of the affected concrete area meets criteria 2.6.8.1. and 2.6.8.2
- 2.6.8.4. The building environment is stabilized, and the existing HVAC system is capable of maintaining normal room conditions

2.6.9. Carpeting - For the purposes of this Standard, drying services on carpeting may be effective if the following conditions are met:

- 2.6.9.1. The carpet is not wet with Categories 1 or 2 water for more than 48 hours
- 2.6.9.2. The carpet is not with Category 3 (black) water for any amount of time
- 2.6.9.3. The building environment is stabilized and the existing HVAC system is capable of maintaining normal room conditions
- 2.6.9.4. If 2.6.9.1. and 2.6.9.2 are not met, the carpet must be removed and replaced. Carpeting shall be steam-cleaned/sanitized and thoroughly dry prior to reoccupying the space. Prior authorization must be provided by the County before flooring is removed and replaced.

2.6.10. Insulation - For the purposes of the Standard, thermal insulation materials used in walls or ceiling cannot be adequately dried and reused. If insulation material is determined to be wet, it must be removed from the building. The area where it was installed must be thoroughly cleaned, disinfected and dried. New insulation may then be installed.

## 2.7. Clean Up and Salvage

- 2.7.1. The contractor shall keep the premises and surrounding areas free from accumulation of waste material and rubbish caused by operations under the contract and shall maintain the premises in a clean, safe manner. Except as otherwise provided, at the completion of the work, the contractor shall remove from the premises all rubbish, implements, and surplus materials and leave the building clean.
- 2.7.2. Contractor shall dispose of all debris and materials off site as required by any laws, regulations, or policies required by any local, state, and/or federal authority having jurisdiction.
- 2.7.3. Failure to clean up the work site may lead to a reduction in payment to the Contractor by the County. The reduction in payment shall be in the amount it costs the County to clean the site or have the site cleaned by another Vendor.

## 2.8. Technical Specifications

- 2.8.1. The County reserves the right to select product manufacturers based on a per job basis, in addition to manufacturers listed on Technical Specifications Section 15890.
- 2.8.2. Attachment A - Technical Specifications

## End of Scope of Work and Specifications Section



VER 06-12-24

### **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 service on an "as needed basis" for one (1) three-year (3) period with no renewals.

**2. BASIS OF AWARD**

- 2.1. The basis of award shall be determined by the lowest Base Bid Total (sum of 3 years) of the most responsive, responsible, and qualified Vendor meeting all bid specifications.
- 2.2. Vendor must provide pricing for three (3) years. Bid/proposal form has a tab for each year. The sum of the three (3) years shall be considered the Base Bid.
- 2.3. Vendor must bid all line items of the bid/proposal form, not to include A4- Additional Equipment Cost. Failure to bid all line items, excluding line item A4 mentioned above, will deem Vendor Non-Responsive and therefore ineligible for award.
- 2.4. Pricing shall be inclusive of any related expenses, included but not limited to, dumpster delivery and removal, dumpster fees, contaminated material fees, etc.
- 2.5. It is the County's intent to award to a Primary and Secondary Vendor. When awards are made to multiple Vendors, the County reserves the right to assign a status of Primary, Secondary, and or Tertiary as applicable. The Primary Vendor will be the first contact. If the Primary Vendor is unable to fulfill the need or meet the time line required, the Secondary Vendor followed by the Tertiary Vendor, would be next order of contact. Additionally, the order of the award can be changed due to deficient or non-compliant performance.

**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 and 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

VER 06-12-24

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.

## **7. MINIMUM REQUIREMENTS**

- 7.1. The Vendor(s) is required to have a License as a mold remediation contractor under F.S. 489. Copies of the licenses and certification must be included in the proposal. Failure to provide this requirement may deem Vendor non-responsive and therefore ineligible for award.
- 7.2. Minimum of five years working with disaster response/mitigation and/or mold remediation following standard industry guidelines IICRC for governmental and constitutional agencies. IICRC Certifications listed on Form 7- Minimum Qualification Requirements.

## **8. RESPONSE TIMES**

- 8.1. Emergency (Priority 1): Vendor must be on site to evaluate the situation within four (4) hours of initial email or phone call from County representative, and shall be mobilized and ready to work within eight (8) hours from initial contact.
- 8.2. Urgent (Priority 2): Vendor must be on site to evaluate the situation within eight (8) hours of initial email or phone call from County representative, and shall be mobilized and ready to work within twenty-four (24) hours from initial contact.
- 8.3. Routine (Priority 3): Vendor must be on site to evaluate the situation within twenty-four (24) hours of initial email or phone call from County representative, and shall be mobilized and ready to work within forty-eight (48) hours from initial contact.

## **9. INVOICING**

- 9.1. Vendor shall provide itemized invoice in accordance with the Bid/Proposal Form.
- 9.2. Invoices shall have accurate pricing, per the Agreement, the be processed by the County. Any discrepancies pertaining to quantities and pricing may delay payment.

## **10. FEDERAL CLAUSE EXCEPTION**

- 10.1. The Build America, Buy America Act (BABA) provision, as stated within the Federal Procurement Supplemental Clauses to Include Appendix II, included in the solicitation document does not apply to this project.
- 10.2. The Investing in America provision, as stated with the Federal Procurement Supplemental Clauses to Include Appendix II, included in the solicitation document does not apply to this project.
- 10.3. The Davis-Bacon Act and Copeland Anti-Kickback Act, as stated with the Federal Procurement Supplemental Clauses to Include Appendix II, included in the solicitation document does not apply to this project.

**End of Special Conditions Section**





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

Posted Date: November 7, 2024

Solicitation No.: B250003CMR

Solicitation Name: Disaster Environmental Remediation

Subject: Addendum Number 1

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

# 1. ARTICLE REVISION

## SPECIAL CONDITIONS

### 7. MINIMUM REQUIREMENTS

7.1. The Vendor(s) is required to have a License as a mold remediation contractor under ~~F.S. 489~~ F.S. 468 Part XVI- Mold Related Services. Copies of the licenses and certification must be included in the proposal. Failure to provide this requirement may deem Vendor non-responsive and therefore ineligible for award.

# 2. QUESTIONS/ANSWERS

1.	Section 7.1 of the Solicitation states that the Vendor is required to have a License as mold remediation contractor under F.S. 489. F.S. 489 is the chapter governing Construction Contracting. Chapter 468 of the Florida Statutes governs Mold Related Services and specifically exempts those contractors licensed under F.S. 489 from obtaining a separate license. See F.S. 468.841(1)(d) and (2)(d). Please confirm that a company that is licensed as a General Contractor under Florida Statutes 489 meets the licensing requirements for this bid.
Answer	<u>A General Contractor License is not required for this solicitation. Please see revised Special Conditions, Section 7, Article 7.1 above revising the requirement to reflect a mold remediation license.</u>
2.	I noticed there was no mention of mold assessment or Industrial Hygiene, is that a separate bid? Or will it be added to the referenced one above?
Answer	<u>Mold Assessment and/or Industrial Hygiene will be a separate solicitation independent from the Disaster Remediation Contract.</u>

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

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

*Carolina Rodriguez*

Carolina Rodriguez  
Procurement Analyst Direct Line: 239-533-8858  
Lee County Procurement Management



Procurement Management Department  
2115 Second Street, 1<sup>st</sup> Floor  
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Posted Date: November 19, 2024

Solicitation No.: B250003CMR

Solicitation Name: Disaster Environmental Remediation

Subject: Addendum Number 2

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

**OPEN DATE/ BIDS DUE EXTENSION**

**FROM: November 25<sup>th</sup>, 2024**

**TO: December 10<sup>th</sup>, 2024**

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

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

*Carolina Rodriguez*

Carolina Rodriguez  
Procurement Analyst Direct Line: 239-533-8858  
Lee County Procurement Management



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Posted Date: December 2, 2024

Solicitation No.: B250003CMR

Solicitation Name: Disaster Environmental Remediation

Subject: Addendum Number 3

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

## 1. REVISED BID/PROPOSAL FORM

Revisions have been incorporated into the Bid/Proposal Form.

The Bid/Proposal Form has been updated and a new Bid/Proposal Form identified as **ADDENDUM 3- REVISED BID/PROPOSAL FORM**.

Addendum 3 – Revised Bid/Proposal Form has been uploaded to the solicitation webpage on the Lee County Procurement Website.

**Bidders MUST use the new Addendum 3 – Revised Bid/Proposal Form when submitting their bid. Failure to do so will result in Bidder being deemed non-responsive and therefore ineligible for award.**

## 2. ARTICLE REVISION

### SPECIAL CONDITIONS

#### 2. BASIS OF AWARD

- 2.1. The basis of award shall be determined by the lowest Base Bid Total (sum of 3 years **both disaster and catastrophic pricing**) of the most responsive, responsible, and qualified Vendor meeting all bid specifications.
- 2.2. Vendor must provide pricing for three (3) years, **for both disaster and catastrophic pricing on the bid/proposal form.** Bid/Proposal form has a **separate excel** tab for each year. The sum of three (3) years **for both disaster and catastrophic** shall be considered the Base Bid.
- 2.3. Vendor must bid all line items **and excel tabs** of the Bid/Proposal form, not to include A4- Additional Equipment Cost. Failure to bid all line items **and excel tabs**, excluding line item A4 **section** mentioned above, will deem Vendor Non-Responsive and therefore ineligible for award.
- 2.4. Pricing shall be inclusive of any related expenses, included but not limited to, dumpster delivery and removal, dumpster fees, contaminated material fees, etc.
- 2.5. **Pricing shall be given on both disaster and catastrophic disaster remediation. For purposes of this solicitation Catastrophic disaster shall be defined as a natural or manmade event that causes widespread damages, casualties, and disruption to a population, infrastructure, environment,**

economy, or government. Any occurrence that does not meet this definition shall be deemed “disaster” remediation services.

### 3. QUESTIONS/ANSWERS

1.	The main question is will this bid request be for normal day to day emergency service / mitigation such as a pipe break at a Lee County property or is it for disaster situations due to a major tropical storm or hurricane? The reason for the question is due to the tremendous difference in logistics between the two types of losses. During a regular emergency service during normal business hours or even after hours we handle this 100% in house with our own staff, equipment but with hurricane damage losses it is necessary to bring in additional labor, equipment, vehicles as well as provide per diem for the workers in order to service our customers as efficiently and effectively as possible.
Answer	Lee County has provided further clarification on Addendum 3. For day-to-day emergencies, for purposes of this solicitation, Lee County shall define those instances as “disaster”. For purposes of this solicitation, major storms, hurricanes, etc. shall be defined as “catastrophic”. Please see attached Addendum 3- Revised Bid Proposal Form as well as article revision for further clarification.

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

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

*Carolina Rodriguez*

Carolina Rodriguez  
Procurement Analyst Direct Line: 239-533-8858  
Lee County Procurement Management



## EXHIBIT B

### FEE SCHEDULE

The Vendor is the Tertiary Vendor for the line items listed below. The County shall contact the Primary Vendor first for orders. If the Primary Vendor is unable to fulfill the need or meet the timeline required, the County may contact the Secondary vendor followed by the Tertiary Vendor. Products are to be charged in accordance with the unit prices provided below.

For purposes of this Agreement, Catastrophic disaster shall be defined as a natural or manmade event that causes widespread damages, casualties, and disruption to a population, infrastructure, environment, economy, or government. Any occurrence that does not meet this definition shall be deemed “disaster” remediation services.

<b>DISASTER PRICING - YEAR 1</b>			
<b>A1-Mobilization</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A1A	Mobilization 5-Stage Decon (shower & loadout)	Per Job	\$3,800.00
A1B	Mobilization 3-Stage Decon (shower & loadout)	Per Job	\$3,500.00
A1C	Mobilization 3-Stage Decon (dry & loadout)	Per Job	\$3,200.00
A1D	Mobilization 2-Stage Mini Decon (wood)	Per Job	\$2,500.00
A1E	Mobilization 2-Stage Mini Decon (poly)	Per Job	\$1,800.00
A1F	Mobilization 1-Stage Mini Decon (poly or wood)	Per Job	\$1,000.00
A1G	Mobilization (No Decon) Includes decon wash station	Per Job	\$1,100.00
<b>A2- Additional Decontamination Units in Excess of Initial Mobilization</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A2A	Five Stage Decon (shower and load out)	Per Decon	\$3,000.00
A2B	Three Stage Decon (shower and loadout)	Per Decon	\$2,500.00
A2C	Three Stage Decon (dry and Loadout)	Per Decon	\$2,000.00
A2D	Two Stage mini Decon (wood)	Per Decon	\$1,800.00
A2E	Two Stage Decon (poly or pop up)	Per Decon	\$1,500.00
A2F	One Stage Decon (poly or pop up)	Per Decon	\$1,000.00
A2G	Additional Decontamination Station	Per Station	\$1,000.00
<b>A3- Emergency Response (mobilize in 24 or 48 hours)</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A3A	Emergency Response Surcharge - Priority 1	Per Job	\$300.00
A3B	Emergency Response Surcharge - Priority 2	Per Job	\$400.00
A3C	Emergency Response Surcharge - Priority 3	Per Job	\$500.00

<b>A5- Additional Barrier Protection</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A5A	Soft Barrier - 6 mil poly	Roll	\$55.00
A5B	Soft Barrier - Install and remove Poly barrier on wood (min. of 6 mil poly)	SF	\$1.00
A5C	Curtain Barrier (no wood framing or pvc)	SF	\$0.56
A5D	Reinforced 6 mil poly	Roll	\$155.00
A5E	Hard Barrier - Install and remove	SF	\$1.31
A5F	Soft Barrier Full Containment	LF	\$1.21
A5G	Soft Barrier Partial Containment One side & poly roof (min. of 6 mil poly)	LF	\$3.00
A5H	Hard Barrier Full Containment Two Wood Sides & Wood Roof	LF	\$8.00
A5I	Containment Partial Two Sides Wood & Poly Roof	LF	\$3.50
A5J	Containment Partial One Side Wood & Wood Roof	LF	\$8.00
A5K	Containment Partial One Side & Poly Roof (min. of 6 mil poly)	LF	\$2.64
A5L	Relocatable Building Enclosure (Hard Barrier Floors, Walls & Ceilings)	LF	\$3.00
A5M	Inspection Window	EA	\$5.00
A5N	Floor Protection/Ram Board or Equivalent	SF	\$0.69
<b>B1- Mold Contaminated Materials (surface cleaning activates and surface preparation)</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
B1A	Mold Surface (Spot) Cleaning and decontamination of all related items and surfaces.	SF	\$0.90
B1B	Mold General Clean-up (Heavy FF&E/Storage) (All Surfaces <1000 SF) All Horizontal and Vertical surfaces	SF	\$1.00
B1C	Mold General Clean-up (Heavy FF&E/Storage) (All Surfaces >1000 SF) All Horizontal and Vertical surfaces	SF	\$0.90
B1D	Mold General Clean-up (All Surfaces <1000 SF) (Horizontal and Vertical surfaces)	SF	\$0.65
B1E	Mold General Clean-up (All Surfaces >1000 SF) (Horizontal and Vertical surfaces)	SF	\$0.45
B1F	Mold General Clean-up (Horizontal Surfaces <1000 SF)	SF	\$0.68
B1G	Mold General Clean-up (Horizontal Surfaces >1000 SF)	SF	\$0.60
B1H	Mold General Clean-up (Remove & Reinstall) HVAC Supply/Return Vents. (includes 12" into duct interior & supply or return vent covers	Per Vent	\$55.00
B1I	Mold General Clean-up Seating	Per Seat	\$34.62
B1J	Anti-Microbial Paint Application Surface Preparation/Encapsulation	SF	\$1.59
B1K	Anti-Microbial Paint <b>Airless</b> Application Surface Preparation/Encapsulation	SF	\$0.46

<b>B2- Mold Contaminated Materials (Remediation)</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
B2A	Remove Mold Contaminated Acoustic Ceiling Tile (Grid Remains)	SF	\$0.99
B2B	Remove Mold Contaminated Flooring (tile, wood, lvt, lvp etc.)	SF	\$1.92
B2C	Remove Mold Contaminated Carpet (Glue-Down Installation)	SF	\$1.68
B2D	Remove Mold Contaminated Carpet (Tack & Padding Installation)	SF	\$1.28
B2E	Remove Mold Contaminated Drywall (Excludes Framing)	SF	\$1.57
B2F	Remove Mold Contaminated Wall or Ceiling Coverings	SF	\$0.82
B2G	Remove Mold Contaminated Batt or Board Insulation	SF	\$0.48
B2H	Remove Mold Contaminated HVAC Duct Insulation – Duct Remains	SF	\$1.24
B2I	Remove / Drop Mold Contaminated HVAC Ductwork Assembly	LF	\$50.00
B2J	Remove Mold Contaminated Cabinetry or Shelving Assembly	LF	\$12.84
B2K	Surface Fogging/Misting, Occupied Spaces, Mechanical or HVAC Systems	SF of Floor Plan	\$0.10
B2L	Removal of Mold Contaminated Substrate	SF	\$2.74
B2M	Remove Mold Contamination to Specialized Drywall (i.e. bullet proof drywall)	SF	\$2.11
<b>C1- Water Damage Remediation (Extraction, Dry out, Remediation)</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
C1A	Water Extraction: Category 1	SF	\$0.28
C1B	Water Extraction: Category 2	SF	\$0.49
C1C	Water Extraction: Category 3	SF	\$0.91
C1D	Dry Out	SF	\$0.95
C1E	Remove Water Saturated Drywall	SF	\$2.00
C1F	Remove Water Saturated Wall and Ceiling Coverings	SF	\$2.00
C1G	Remove Water Saturated Wall and Ceiling Insulation	SF	\$1.20
C1H	Remove Water Saturated HVAC Duct Insulation	SF	\$2.00
C1I	Remove Water Saturated Ceiling Tile	SF	\$1.90
C1J	Remove Water Saturated Flooring (tile, wood, lvt, lvp etc.)	SF	\$3.00
C1K	Remove Water Saturated Carpet (glue down)	SF	\$0.73
C1L	Remove Water Saturated Carpet (tack and padding)	SF	\$1.14
C1M	Remove Water Saturated Substrate	SF	\$1.50
C1N	Remove Water Saturated to Specialized Drywall (i.e. bullet-proof drywall)	SF	\$2.40
<b>A4- Additional Equipment Cost</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A4A	Additional Temporary power	EA	\$2,200.00
A4B	Generator (6500 watts) Receipts for fuel required	Day	\$102.72

A4C	Generator (6500 watts) Receipts for fuel required	Week	\$410.88
A4D	Generator (6500 watts) Receipts for fuel required	Month	\$1,643.52
A4E	Pressure Washer (3500 - 4400 PSI Min) Receipts for fuel required	Day	\$220.00
A4F	Pressure Washer (4400 PSI Min) Receipts for fuel required	Week	\$880.00
A4G	Pressure Washer (4400 PSI Min) Receipts for fuel required	Month	\$3,520.00
A4H	Steam Carpet Extractor & Upholstery Cleaner	Day	\$150.00
A4I	Steam Carpet Extractor & Upholstery Cleaner	Week	\$600.00
A4J	Steam Carpet Extractor & Upholstery Cleaner	Month	\$2,400.00
A4K	Scaffold 15' High 5" x 7'	Day	\$35.00
A4L	Scaffold 15' High 5" x 7'	Week	\$70.00
A4M	Scaffold 15' High 5" x 7'	Month	\$120.00
A4N	Equipment for Bio-Hazard Cleaning - Hydroxide Generator	Day	\$180.00
A4O	Truck mount desiccant dehumidifier	Hourly	\$976.67
A4P	Dehumidifier- Desiccant 500-700 CFM	Day	\$800.00
A4Q	Dehumidifier- Desiccant 1000-2500 CFM	Day	\$1,300.00
A4R	Dehumidifier- Desiccant 5000-8900 CFM	Day	\$1,695.00
A4S	Air Movers	Day	\$30.00
A4T	Air Scrubbers Small	Day	\$80.00
A4U	Air Scrubbers Large	Day	\$110.00
A4V	O-zone Devices	Day	\$100.00
A4W	Truck Mounted Water Extractor	Day	\$233.25
A4X	Truck Mounted Water Extractor	Week	\$933.00
A4Y	Truck Mounted Water Extractor	Month	\$3,498.75

<b>DISASTER PRICING - YEAR 2</b>			
<b><i>A1-Mobilization</i></b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A1A	Mobilization 5-Stage Decon (shower & loadout)	Per Job	\$3,876.00
A1B	Mobilization 3-Stage Decon (shower & loadout)	Per Job	\$3,570.00
A1C	Mobilization 3-Stage Decon (dry & loadout)	Per Job	\$3,264.00
A1D	Mobilization 2-Stage Mini Decon (wood)	Per Job	\$2,550.00
A1E	Mobilization 2-Stage Mini Decon (poly)	Per Job	\$1,836.00
A1F	Mobilization 1-Stage Mini Decon (poly or wood)	Per Job	\$1,020.00
A1G	Mobilization (No Decon) Includes decon wash station	Per Job	\$1,122.00
<b><i>A2- Additional Decontamination Units in Excess of Initial Mobilization</i></b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A2A	Five Stage Decon (shower and load out)	Per Decon	\$3,060.00
A2B	Three Stage Decon (shower and loadout)	Per Decon	\$2,550.00
A2C	Three Stage Decon (dry and Loadout)	Per Decon	\$2,040.00
A2D	Two Stage mini Decon (wood)	Per Decon	\$1,836.00



A2E	Two Stage Decon (poly or pop up)	Per Decon	\$1,530.00
A2F	One Stage Decon (poly or pop up)	Per Decon	\$1,020.00
A2G	Additional Decontamination Station	Per Station	\$1,020.00
<b>A3- Emergency Response (mobilize in 24 or 48 hours)</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A3A	Emergency Response Surcharge - Priority 1	Per Job	\$306.00
A3B	Emergency Response Surcharge - Priority 2	Per Job	\$408.00
A3C	Emergency Response Surcharge - Priority 3	Per Job	\$510.00
<b>A5- Additional Barrier Protection</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A5A	Soft Barrier - 6 mil poly	Roll	\$56.10
A5B	Soft Barrier - Install and remove Poly barrier on wood (min. of 6 mil poly)	SF	\$1.02
A5C	Curtain Barrier (no wood framing or pvc)	SF	\$0.58
A5D	Reinforced 6 mil poly	Roll	\$158.10
A5E	Hard Barrier - Install and remove	SF	\$1.34
A5F	Soft Barrier Full Containment	LF	\$1.23
A5G	Soft Barrier Partial Containment One side & poly roof (min. of 6 mil poly)	LF	\$3.06
A5H	Hard Barrier Full Containment Two Wood Sides & Wood Roof	LF	\$8.16
A5I	Containment Partial Two Sides Wood & Poly Roof	LF	\$3.57
A5J	Containment Partial One Side Wood & Wood Roof	LF	\$8.16
A5K	Containment Partial One Side & Poly Roof (min. of 6 mil poly)	LF	\$2.69
A5L	Relocatable Building Enclosure (Hard Barrier Floors, Walls & Ceilings)	LF	\$3.06
A5M	Inspection Window	EA	\$5.10
A5N	Floor Protection/Ram Board or Equivalent	SF	\$0.70
<b>B1- Mold Contaminated Materials (surface cleaning activates and surface preparation)</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
B1A	Mold Surface (Spot) Cleaning and decontamination of all related items and surfaces.	SF	\$0.92
B1B	Mold General Clean-up (Heavy FF&E/Storage) (All Surfaces <1000 SF) All Horizontal and Vertical surfaces	SF	\$1.02
B1C	Mold General Clean-up (Heavy FF&E/Storage) (All Surfaces >1000 SF) All Horizontal and Vertical surfaces	SF	\$0.92
B1D	Mold General Clean-up (All Surfaces <1000 SF) (Horizontal and Vertical surfaces)	SF	\$0.66
B1E	Mold General Clean-up (All Surfaces >1000 SF) (Horizontal and Vertical surfaces)	SF	\$0.46
B1F	Mold General Clean-up (Horizontal Surfaces <1000 SF)	SF	\$0.69
B1G	Mold General Clean-up (Horizontal Surfaces >1000 SF)	SF	\$0.61

B1H	Mold General Clean-up (Remove & Reinstall) HVAC Supply/Return Vents. (includes 12" into duct interior & supply or return vent covers	Per Vent	\$56.10
B1I	Mold General Clean-up Seating	Per Seat	\$35.31
B1J	Anti-Microbial Paint Application Surface Preparation/Encapsulation	SF	\$1.62
B1K	Anti-Microbial Paint <b>Airless</b> Application Surface Preparation/Encapsulation	SF	\$0.47
<b>B2- Mold Contaminated Materials (Remediation)</b>			
Item	Description	Unit of Measure	Unit Price
B2A	Remove Mold Contaminated Acoustic Ceiling Tile (Grid Remains)	SF	\$1.00
B2B	Remove Mold Contaminated Flooring (tile, wood, lvt, lvp etc.)	SF	\$1.96
B2C	Remove Mold Contaminated Carpet (Glue-Down Installation)	SF	\$1.71
B2D	Remove Mold Contaminated Carpet (Tack & Padding Installation)	SF	\$1.31
B2E	Remove Mold Contaminated Drywall (Excludes Framing)	SF	\$1.60
B2F	Remove Mold Contaminated Wall or Ceiling Coverings	SF	\$0.84
B2G	Remove Mold Contaminated Batt or Board Insulation	SF	\$0.49
B2H	Remove Mold Contaminated HVAC Duct Insulation – Duct Remains	SF	\$1.26
B2I	Remove / Drop Mold Contaminated HVAC Ductwork Assembly	LF	\$51.00
B2J	Remove Mold Contaminated Cabinetry or Shelving Assembly	LF	\$13.10
B2K	Surface Fogging/Misting, Occupied Spaces, Mechanical or HVAC Systems	SF of Floor Plan	\$0.10
B2L	Removal of Mold Contaminated Substrate	SF	\$2.79
B2M	Remove Mold Contamination to Specialized Drywall (i.e. bullet-proof drywall)	SF	\$2.15
<b>C1- Water Damage Remediation (Extraction, Dry out, Remediation)</b>			
Item	Description	Unit of Measure	Unit Price
C1A	Water Extraction: Category 1	SF	\$0.29
C1B	Water Extraction: Category 2	SF	\$0.50
C1C	Water Extraction: Category 3	SF	\$0.92
C1D	Dry Out	SF	\$0.96
C1E	Remove Water Saturated Drywall	SF	\$2.04
C1F	Remove Water Saturated Wall and Ceiling Coverings	SF	\$2.04
C1G	Remove Water Saturated Wall and Ceiling Insulation	SF	\$1.22
C1H	Remove Water Saturated HVAC Duct Insulation	SF	\$2.04
C1I	Remove Water Saturated Ceiling Tile	SF	\$1.94
C1J	Remove Water Saturated Flooring (tile, wood, lvt, lvp etc.)	SF	\$3.06
C1K	Remove Water Saturated Carpet (glue down)	SF	\$0.74

C1L	Remove Water Saturated Carpet (tack and padding)	SF	\$1.16
C1M	Remove Water Saturated Substrate	SF	\$1.53
C1N	Remove Water Saturated to Specialized Drywall (i.e. bullet proof drywall)	SF	\$2.45
<b>A4- Additional Equipment Cost (Year 2)</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A4A	Additional Temporary power	EA	\$2,244.00
A4B	Generator (6500 watts) Receipts for fuel required	Day	\$104.75
A4C	Generator (6500 watts) Receipts for fuel required	Week	\$419.10
A4D	Generator (6500 watts) Receipts for fuel required	Month	\$1,676.39
A4E	Pressure Washer (3500 - 4400 PSI Min) Receipts for fuel required	Day	\$224.40
A4F	Pressure Washer (4400 PSI Min) Receipts for fuel required	Week	\$897.60
A4G	Pressure Washer (4400 PSI Min) Receipts for fuel required	Month	\$3,590.40
A4H	Steam Carpet Extractor & Upholstery Cleaner	Day	\$153.00
A4I	Steam Carpet Extractor & Upholstery Cleaner	Week	\$612.00
A4J	Steam Carpet Extractor & Upholstery Cleaner	Month	\$2,448.00
A4K	Scaffold 15' High 5" x 7'	Day	\$35.70
A4L	Scaffold 15' High 5" x 7'	Week	\$71.40
A4M	Scaffold 15' High 5" x 7'	Month	\$122.40
A4N	Equipment for Bio-Hazard Cleaning - Hydroxide Generator	Day	\$183.60
A4O	Truck mount desiccant dehumidifier	Hourly	\$996.20
A4P	Dehumidifier- Desiccant 500-700 CFM	Day	\$816.00
A4Q	Dehumidifier- Desiccant 1000-2500 CFM	Day	\$1,326.00
A4R	Dehumidifier- Desiccant 5000-8900 CFM	Day	\$1,692.18
A4S	Air Movers	Day	\$30.60
A4T	Air Scrubbers Small	Day	\$81.60
A4U	Air Scrubbers Large	Day	\$112.20
A4V	O-zone Devices	Day	\$102.00
A4W	Truck Mounted Water Extractor	Day	\$237.91
A4X	Truck Mounted Water Extractor	Week	\$951.66
A4Y	Truck Mounted Water Extractor	Month	\$3,568.73

**DISASTER PRICING - YEAR 3****A1-Mobilization**

Item	Description	Unit of Measure	Unit Price
A1A	Mobilization 5-Stage Decon (shower & loadout)	Per Job	\$3,953.52
A1B	Mobilization 3-Stage Decon (shower & loadout)	Per Job	\$3,641.10
A1C	Mobilization 3-Stage Decon (dry & loadout)	Per Job	\$3,329.29
A1D	Mobilization 2-Stage Mini Decon (wood)	Per Job	\$2,601.00
A1E	Mobilization 2-Stage Mini Decon (poly)	Per Job	\$1,872.72
A1F	Mobilization 1-Stage Mini Decon (poly or wood)	Per Job	\$1,040.40
A1G	Mobilization (No Decon) Includes decon wash station	Per Job	\$1,144.44

**A2- Additional Decontamination Units in Excess of Initial Mobilization**

Item	Description	Unit of Measure	Unit Price
A2A	Five Stage Decon (shower and load out)	Per Decon	\$3,121.20
A2B	Three Stage Decon (shower and loadout)	Per Decon	\$2,601.00
A2C	Three Stage Decon (dry and Loadout)	Per Decon	\$2,080.80
A2D	Two Stage mini Decon (wood)	Per Decon	\$1,872.72
A2E	Two Stage Decon (poly or pop up)	Per Decon	\$1,560.60
A2F	One Stage Decon (poly or pop up)	Per Decon	\$1,040.40
A2G	Additional Decontamination Station	Per Station	\$1,040.40

**A3- Emergency Response (mobilize in 24 or 48 hours)**

Item	Description	Unit of Measure	Unit Price
A3A	Emergency Response Surcharge - Priority 1	Per Job	\$312.12
A3B	Emergency Response Surcharge - Priority 2	Per Job	\$416.16
A3C	Emergency Response Surcharge - Priority 3	Per Job	\$520.20

**A5- Additional Barrier Protection**

Item	Description	Unit of Measure	Unit Price
A5A	Soft Barrier - 6 mil poly	Roll	\$57.22
A5B	Soft Barrier - Install and remove Poly barrier on wood (min. of 6 mil poly)	SF	\$1.04
A5C	Curtain Barrier (no wood framing or pvc)	SF	\$0.59
A5D	Reinforced 6 mil poly	Roll	\$161.26
A5E	Hard Barrier - Install and remove	SF	\$1.36
A5F	Soft Barrier Full Containment	LF	\$1.26
A5G	Soft Barrier Partial Containment One side & poly roof (min. of 6 mil poly)	LF	\$3.12
A5H	Hard Barrier Full Containment Two Wood Sides & Wood Roof	LF	\$8.32

A5I	Containment Partial Two Sides Wood & Poly Roof	LF	\$3.64
A5J	Containment Partial One Side Wood & Wood Roof	LF	\$8.32
A5K	Containment Partial One Side & Poly Roof (min. of 6 mil poly)	LF	\$2.75
A5L	Relocatable Building Enclosure (Hard Barrier Floors, Walls & Ceilings)	LF	\$3.12
A5M	Inspection Window	EA	\$5.20
A5N	Floor Protection/Ram Board or Equivalent	SF	\$0.72
<b><i>B1- Mold Contaminated Materials (surface cleaning activates and surface preparation)</i></b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
B1A	Mold Surface (Spot) Cleaning and decontamination of all related items and surfaces.	SF	\$0.93
B1B	Mold General Clean-up (Heavy FF&E/Storage) (All Surfaces <1000 SF) All Horizontal and Vertical surfaces	SF	\$1.04
B1C	Mold General Clean-up (Heavy FF&E/Storage) (All Surfaces >1000 SF) All Horizontal and Vertical surfaces	SF	\$0.93
B1D	Mold General Clean-up (All Surfaces <1000 SF) (Horizontal and Vertical surfaces)	SF	\$0.68
B1E	Mold General Clean-up (All Surfaces >1000 SF) (Horizontal and Vertical surfaces)	SF	\$0.47
B1F	Mold General Clean-up (Horizontal Surfaces <1000 SF)	SF	\$0.71
B1G	Mold General Clean-up (Horizontal Surfaces >1000 SF)	SF	\$0.62
B1H	Mold General Clean-up (Remove & Reinstall) HVAC Supply/Return Vents. (includes 12" into duct interior & supply or return vent covers	Per Vent	\$57.22
B1I	Mold General Clean-up Seating	Per Seat	\$36.02
B1J	Anti-Microbial Paint Application Surface Preparation/Encapsulation	SF	\$1.65
B1K	Anti-Microbial Paint <b>Airless</b> Application Surface Preparation/Encapsulation	SF	\$0.48
<b><i>B2- Mold Contaminated Materials (Remediation)</i></b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
B2A	Remove Mold Contaminated Acoustic Ceiling Tile (Grid Remains)	SF	\$1.02
B2B	Remove Mold Contaminated Flooring (tile, wood, lvt, lvp etc.)	SF	\$1.99
B2C	Remove Mold Contaminated Carpet (Glue-Down Installation)	SF	\$1.75
B2D	Remove Mold Contaminated Carpet (Tack & Padding Installation)	SF	\$1.33
B2E	Remove Mold Contaminated Drywall (Excludes Framing)	SF	\$1.63
B2F	Remove Mold Contaminated Wall or Ceiling Coverings	SF	\$0.85

B2G	Remove Mold Contaminated Batt or Board Insulation	SF	\$0.50
B2H	Remove Mold Contaminated HVAC Duct Insulation – Duct Remains	SF	\$1.29
B2I	Remove / Drop Mold Contaminated HVAC Ductwork Assembly	LF	\$52.02
B2J	Remove Mold Contaminated Cabinetry or Shelving Assembly	LF	\$13.36
B2K	Surface Fogging/Misting, Occupied Spaces, Mechanical or HVAC Systems	SF of Floor Plan	\$0.11
B2L	Removal of Mold Contaminated Substrate	SF	\$2.85
B2M	Remove Mold Contamination to Specialized Drywall (i.e. bullet proof drywall)	SF	\$2.20

#### ***C1- Water Damage Remediation (Extraction, Dry out, Remediation)***

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
C1A	Water Extraction: Category 1	SF	<b>Unit Price</b>
C1B	Water Extraction: Category 2	SF	\$0.30
C1C	Water Extraction: Category 3	SF	\$0.51
C1D	Dry Out	SF	\$0.94
C1E	Remove Water Saturated Drywall	SF	\$0.98
C1F	Remove Water Saturated Wall and Ceiling Coverings	SF	\$2.08
C1G	Remove Water Saturated Wall and Ceiling Insulation	SF	\$2.08
C1H	Remove Water Saturated HVAC Duct Insulation	SF	\$1.25
C1I	Remove Water Saturated Ceiling Tile	SF	\$2.08
C1J	Remove Water Saturated Flooring (tile, wood, lvt, lvp etc.)	SF	\$1.98
C1K	Remove Water Saturated Carpet (glue down)	SF	\$3.12
C1L	Remove Water Saturated Carpet (tack and padding)	SF	\$0.76
C1M	Remove Water Saturated Substrate	SF	\$1.19
C1N	Remove Water Saturated to Specialized Drywall (i.e. bullet proof drywall)	SF	\$1.56

#### ***A4- Additional Equipment Cost (Year 3)***

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A4A	Additional Temporary power	EA	\$2,288.88
A4B	Generator (6500 watts) Receipts for fuel required	Day	\$106.87
A4C	Generator (6500 watts) Receipts for fuel required	Week	\$427.48
A4D	Generator (6500 watts) Receipts for fuel required	Month	\$1,709.92
A4E	Pressure Washer (3500 - 4400 PSI Min) Receipts for fuel required	Day	\$228.88
A4F	Pressure Washer (4400 PSI Min) Receipts for fuel required	Week	\$915.55
A4G	Pressure Washer (4400 PSI Min) Receipts for fuel required	Month	\$3,662.20
A4H	Steam Carpet Extractor & Upholstery Cleaner	Day	\$156.06
A4I	Steam Carpet Extractor & Upholstery Cleaner	Week	\$624.24
A4J	Steam Carpet Extractor & Upholstery Cleaner	Month	\$2,496.96
A4K	Scaffold 15' High 5" x 7'	Day	\$36.41



A4L	Scaffold 15' High 5" x 7'	Week	\$72.83
A4M	Scaffold 15' High 5" x 7'	Month	\$124.85
A4N	Equipment for Bio-Hazard Cleaning - Hydroxide Generator	Day	\$187.27
A4O	Truck mount desiccant dehumidifier	Hourly	\$1,016.13
A4P	Dehumidifier- Desiccant 500-700 CFM	Day	\$832.32
A4Q	Dehumidifier- Desiccant 1000-2500 CFM	Day	\$1,352.52
A4R	Dehumidifier- Desiccant 5000-8900 CFM	Day	\$1,726.02
A4S	Air Movers	Day	\$31.21
A4T	Air Scrubbers Small	Day	\$83.23
A4U	Air Scrubbers Large	Day	\$114.44
A4V	O-zone Devices	Day	\$104.04
A4W	Truck Mounted Water Extractor	Day	\$242.67
A4X	Truck Mounted Water Extractor	Week	\$970.69
A4Y	Truck Mounted Water Extractor	Month	\$3,640.10

<b>CATASTROPHIC DISASTER PRICING - YEAR 1</b>			
<b>A1-Mobilization</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A1A	Mobilization 5-Stage Decon (shower & loadout)	Per Job	\$3,990.00
A1B	Mobilization 3-Stage Decon (shower & loadout)	Per Job	\$3,675.00
A1C	Mobilization 3-Stage Decon (dry & loadout)	Per Job	\$3,360.00
A1D	Mobilization 2-Stage Mini Decon (wood)	Per Job	\$2,625.00
A1E	Mobilization 2-Stage Mini Decon (poly)	Per Job	\$1,890.00
A1F	Mobilization 1-Stage Mini Decon (poly or wood)	Per Job	\$1,050.00
A1G	Mobilization (No Decon) Includes decon wash station	Per Job	\$1,155.00
<b>A2- Additional Decontamination Units in Excess of Initial Mobilization</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A2A	Five Stage Decon (shower and load out)	Per Decon	\$3,150.00
A2B	Three Stage Decon (shower and loadout)	Per Decon	\$2,625.00
A2C	Three Stage Decon (dry and Loadout)	Per Decon	\$2,100.00
A2D	Two Stage mini Decon (wood)	Per Decon	\$1,890.00
A2E	Two Stage Decon (poly or pop up)	Per Decon	\$1,575.00
A2F	One Stage Decon (poly or pop up)	Per Decon	\$1,050.00
A2G	Additional Decontamination Station	Per Station	\$1,050.00
<b>A3- Emergency Response (mobilize in 24 or 48 hours)</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A3A	Emergency Response Surcharge - Priority 1	Per Job	\$315.00
A3B	Emergency Response Surcharge - Priority 2	Per Job	\$420.00
A3C	Emergency Response Surcharge - Priority 3	Per Job	\$525.00

<b>A5- Additional Barrier Protection</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A5A	Soft Barrier - 6 mil poly	Roll	\$57.75
A5B	Soft Barrier - Install and remove Poly barrier on wood (min. of 6 mil poly)	SF	\$1.05
A5C	Curtain Barrier (no wood framing or pvc)	SF	\$0.58
A5D	Reinforced 6 mil poly	Roll	\$162.75
A5E	Hard Barrier - Install and remove	SF	\$1.37
A5F	Soft Barrier Full Containment	LF	\$1.27
A5G	Soft Barrier Partial Containment One side & poly roof (min. of 6 mil poly)	LF	\$3.15
A5H	Hard Barrier Full Containment Two Wood Sides & Wood Roof	LF	\$8.40
A5I	Containment Partial Two Sides Wood & Poly Roof	LF	\$3.67
A5J	Containment Partial One Side Wood & Wood Roof	LF	\$8.40
A5K	Containment Partial One Side & Poly Roof (min. of 6 mil poly)	LF	\$2.77
A5L	Relocatable Building Enclosure (Hard Barrier Floors, Walls & Ceilings)	LF	\$3.15
A5M	Inspection Window	EA	\$5.25
A5N	Floor Protection/Ram Board or Equivalent	SF	\$0.72
<b>B1- Mold Contaminated Materials (surface cleaning activates and surface preparation)</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
B1A	Mold Surface (Spot) Cleaning and decontamination of all related items and surfaces.	SF	\$0.94
B1B	Mold General Clean-up (Heavy FF&E/Storage) (All Surfaces <1000 SF) All Horizontal and Vertical surfaces	SF	\$1.05
B1C	Mold General Clean-up (Heavy FF&E/Storage) (All Surfaces >1000 SF) All Horizontal and Vertical surfaces	SF	\$0.94
B1D	Mold General Clean-up (All Surfaces <1000 SF) (Horizontal and Vertical surfaces)	SF	\$0.68
B1E	Mold General Clean-up (All Surfaces >1000 SF) (Horizontal and Vertical surfaces)	SF	\$0.47
B1F	Mold General Clean-up (Horizontal Surfaces <1000 SF)	SF	\$0.71
B1G	Mold General Clean-up (Horizontal Surfaces >1000 SF)	SF	\$0.63
B1H	Mold General Clean-up (Remove & Reinstall) HVAC Supply/Return Vents. (includes 12" into duct interior & supply or return vent covers	Per Vent	\$57.75
B1I	Mold General Clean-up Seating	Per Seat	\$36.35
B1J	Anti-Microbial Paint Application Surface Preparation/Encapsulation	SF	\$1.67
B1K	Anti-Microbial Paint <b>Airless</b> Application Surface Preparation/Encapsulation	SF	\$0.48
<b>B2- Mold Contaminated Materials (Remediation)</b>			



Item	Description	Unit of Measure	Unit Price
B2A	Remove Mold Contaminated Acoustic Ceiling Tile (Grid Remains)	SF	\$1.03
B2B	Remove Mold Contaminated Flooring (tile, wood, lvt, lvp etc.)	SF	\$2.01
B2C	Remove Mold Contaminated Carpet (Glue-Down Installation)	SF	\$1.76
B2D	Remove Mold Contaminated Carpet (Tack & Padding Installation)	SF	\$1.34
B2E	Remove Mold Contaminated Drywall (Excludes Framing)	SF	\$1.64
B2F	Remove Mold Contaminated Wall or Ceiling Coverings	SF	\$0.86
B2G	Remove Mold Contaminated Batt or Board Insulation	SF	\$0.50
B2H	Remove Mold Contaminated HVAC Duct Insulation – Duct Remains	SF	\$1.30
B2I	Remove / Drop Mold Contaminated HVAC Ductwork Assembly	LF	\$52.20
B2J	Remove Mold Contaminated Cabinetry or Shelving Assembly	LF	\$13.48
B2K	Surface Fogging/Misting, Occupied Spaces, Mechanical or HVAC Systems	SF of Floor Plan	\$0.10
B2L	Removal of Mold Contaminated Substrate	SF	\$2.88
B2M	Remove Mold Contamination to Specialized Drywall (i.e. bullet-proof drywall)	SF	\$2.21
<b>C1- Water Damage Remediation (Extraction, Dry out, Remediation)</b>			
Item	Description	Unit of Measure	Unit Price
C1A	Water Extraction: Category 1	SF	\$0.29
C1B	Water Extraction: Category 2	SF	\$0.51
C1C	Water Extraction: Category 3	SF	\$0.95
C1D	Dry Out	SF	\$0.99
C1E	Remove Water Saturated Drywall	SF	\$2.10
C1F	Remove Water Saturated Wall and Ceiling Coverings	SF	\$2.10
C1G	Remove Water Saturated Wall and Ceiling Insulation	SF	\$1.26
C1H	Remove Water Saturated HVAC Duct Insulation	SF	\$2.10
C1I	Remove Water Saturated Ceiling Tile	SF	\$1.99
C1J	Remove Water Saturated Flooring (tile, wood, lvt, lvp etc.)	SF	\$3.15
C1K	Remove Water Saturated Carpet (glue down)	SF	\$0.76
C1L	Remove Water Saturated Carpet (tack and padding)	SF	\$1.19
C1M	Remove Water Saturated Substrate	SF	\$1.57
C1N	Remove Water Saturated to Specialized Drywall (i.e. bullet-proof drywall)	SF	\$2.52
<b>A4- Additional Equipment Cost</b>			
Item	Description	Unit of Measure	Unit Price
A4A	Additional Temporary power	EA	\$2,310.00

A4B	Generator (6500 watts) Receipts for fuel required	Day	\$107.85
A4C	Generator (6500 watts) Receipts for fuel required	Week	\$431.69
A4D	Generator (6500 watts) Receipts for fuel required	Month	\$1,725.69
A4E	Pressure Washer (3500 - 4400 PSI Min) Receipts for fuel required	Day	\$231.00
A4F	Pressure Washer (4400 PSI Min) Receipts for fuel required	Week	\$924.00
A4G	Pressure Washer (4400 PSI Min) Receipts for fuel required	Month	\$3,696.00
A4H	Steam Carpet Extractor & Upholstery Cleaner	Day	\$157.50
A4I	Steam Carpet Extractor & Upholstery Cleaner	Week	\$630.00
A4J	Steam Carpet Extractor & Upholstery Cleaner	Month	\$2,520.00
A4K	Scaffold 15' High 5" x 7'	Day	\$36.75
A4L	Scaffold 15' High 5" x 7'	Week	\$73.50
A4M	Scaffold 15' High 5" x 7'	Month	\$126.00
A4N	Equipment for Bio-Hazard Cleaning - Hydroxide Generator	Day	\$189.00
A4O	Truck mount desiccant dehumidifier	Hourly	\$1,025.50
A4P	Dehumidifier- Desiccant 500-700 CFM	Day	\$840.00
A4Q	Dehumidifier- Desiccant 1000-2500 CFM	Day	\$1,365.00
A4R	Dehumidifier- Desiccant 5000-8900 CFM	Day	\$1,779.75
A4S	Air Movers	Day	\$31.50
A4T	Air Scrubbers Small	Day	\$84.00
A4U	Air Scrubbers Large	Day	\$115.50
A4V	O-zone Devices	Day	\$105.00
A4W	Truck Mounted Water Extractor	Day	\$244.91
A4X	Truck Mounted Water Extractor	Week	\$979.65
A4Y	Truck Mounted Water Extractor	Month	\$3,673.68

## **CATASTROPHIC DISASTER PRICING- YEAR 2**

### **A1-Mobilization**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A1A	Mobilization 5-Stage Decon (shower & loadout)	Per Job	\$4,189.50
A1B	Mobilization 3-Stage Decon (shower & loadout)	Per Job	\$3,858.75
A1C	Mobilization 3-Stage Decon (dry & loadout)	Per Job	\$3,528.00
A1D	Mobilization 2-Stage Mini Decon (wood)	Per Job	\$2,756.25
A1E	Mobilization 2-Stage Mini Decon (poly)	Per Job	\$1,984.50
A1F	Mobilization 1-Stage Mini Decon (poly or wood)	Per Job	\$1,102.50
A1G	Mobilization (No Decon) Includes decon wash station	Per Job	\$1,212.75

### **A2- Additional Decontamination Units in Excess of Initial Mobilization**

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A2A	Five Stage Decon (shower and load out)	Per Decon	\$3,307.50
A2B	Three Stage Decon (shower and loadout)	Per Decon	\$2,756.25
A2C	Three Stage Decon (dry and Loadout)	Per Decon	\$2,205.00

A2D	Two Stage mini Decon (wood)	Per Decon	\$1,984.50
A2E	Two Stage Decon (poly or pop up)	Per Decon	\$1,653.75
A2F	One Stage Decon (poly or pop up)	Per Decon	\$1,102.50
A2G	Additional Decontamination Station	Per Station	\$1,102.50
<b>A3- Emergency Response (mobilize in 24 or 48 hours)</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A3A	Emergency Response Surcharge - Priority 1	Per Job	\$330.75
A3B	Emergency Response Surcharge - Priority 2	Per Job	\$441.00
A3C	Emergency Response Surcharge - Priority 3	Per Job	\$551.25
<b>A5- Additional Barrier Protection</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A5A	Soft Barrier - 6 mil poly	Roll	\$60.63
A5B	Soft Barrier - Install and remove Poly barrier on wood (min. of 6 mil poly)	SF	\$1.10
A5C	Curtain Barrier (no wood framing or pvc)	SF	\$0.61
A5D	Reinforced 6 mil poly	Roll	\$170.88
A5E	Hard Barrier - Install and remove	SF	\$1.44
A5F	Soft Barrier Full Containment	LF	\$1.33
A5G	Soft Barrier Partial Containment One side & poly roof (min. of 6 mil poly)	LF	\$3.30
A5H	Hard Barrier Full Containment Two Wood Sides & Wood Roof	LF	\$8.82
A5I	Containment Partial Two Sides Wood & Poly Roof	LF	\$3.85
A5J	Containment Partial One Side Wood & Wood Roof	LF	\$8.82
A5K	Containment Partial One Side & Poly Roof (min. of 6 mil poly)	LF	\$2.91
A5L	Relocatable Building Enclosure (Hard Barrier Floors, Walls & Ceilings)	LF	\$3.30
A5M	Inspection Window	EA	\$5.51
A5N	Floor Protection/Ram Board or Equivalent	SF	\$0.76
<b>B1- Mold Contaminated Materials (surface cleaning activities and surface preparation)</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
B1A	Mold Surface (Spot) Cleaning and decontamination of all related items and surfaces.	SF	\$0.99
B1B	Mold General Clean-up (Heavy FF&E/Storage) (All Surfaces <1000 SF) All Horizontal and Vertical surfaces	SF	\$1.10
B1C	Mold General Clean-up (Heavy FF&E/Storage) (All Surfaces >1000 SF) All Horizontal and Vertical surfaces	SF	\$0.99
B1D	Mold General Clean-up (All Surfaces <1000 SF) (Horizontal and Vertical surfaces)	SF	\$0.71
B1E	Mold General Clean-up (All Surfaces >1000 SF) (Horizontal and Vertical surfaces)	SF	\$0.49

B1F	Mold General Clean-up (Horizontal Surfaces <1000 SF)	SF	\$0.74
B1G	Mold General Clean-up (Horizontal Surfaces >1000 SF)	SF	\$0.66
B1H	Mold General Clean-up (Remove & Reinstall) HVAC Supply/Return Vents. (includes 12" into duct interior & supply or return vent covers	Per Vent	\$60.63
B1I	Mold General Clean-up Seating	Per Seat	\$38.10
B1J	Anti-Microbial Paint Application Surface Preparation/Encapsulation	SF	\$1.75
B1K	Anti-Microbial Paint <b>Airless</b> Application Surface Preparation/Encapsulation	SF	\$0.50

### ***B2- Mold Contaminated Materials (Remediation)***

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
B2A	Remove Mold Contaminated Acoustic Ceiling Tile (Grid Remains)	SF	\$1.09
B2B	Remove Mold Contaminated Flooring (tile, wood, lvt, lvp etc.)	SF	\$2.11
B2C	Remove Mold Contaminated Carpet (Glue-Down Installation)	SF	\$1.85
B2D	Remove Mold Contaminated Carpet (Tack & Padding Installation)	SF	\$1.41
B2E	Remove Mold Contaminated Drywall (Excludes Framing)	SF	\$1.73
B2F	Remove Mold Contaminated Wall or Ceiling Coverings	SF	\$0.90
B2G	Remove Mold Contaminated Batt or Board Insulation	SF	\$0.52
B2H	Remove Mold Contaminated HVAC Duct Insulation – Duct Remains	SF	\$1.36
B2I	Remove / Drop Mold Contaminated HVAC Ductwork Assembly	LF	\$55.12
B2J	Remove Mold Contaminated Cabinetry or Shelving Assembly	LF	\$14.15
B2K	Surface Fogging/Misting, Occupied Spaces, Mechanical or HVAC Systems	SF of Floor Plan	\$0.11
B2L	Removal of Mold Contaminated Substrate	SF	\$3.02
B2M	Remove Mold Contamination to Specialized Drywall (i.e. bullet-proof drywall)	SF	\$2.32

### ***C1- Water Damage Remediation (Extraction, Dry out, Remediation)***

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
C1A	Water Extraction: Category 1	SF	\$0.30
C1B	Water Extraction: Category 2	SF	\$0.54
C1C	Water Extraction: Category 3	SF	\$1.00
C1D	Dry Out	SF	\$1.04
C1E	Remove Water Saturated Drywall	SF	\$2.20
C1F	Remove Water Saturated Wall and Ceiling Coverings	SF	\$2.20

C1G	Remove Water Saturated Wall and Ceiling Insulation	SF	\$1.32
C1H	Remove Water Saturated HVAC Duct Insulation	SF	\$2.20
C1I	Remove Water Saturated Ceiling Tile	SF	\$2.09
C1J	Remove Water Saturated Flooring (tile, wood, lvt, lvp etc.)	SF	\$3.30
C1K	Remove Water Saturated Carpet (glue down)	SF	\$0.08
C1L	Remove Water Saturated Carpet (tack and padding)	SF	\$1.25
C1M	Remove Water Saturated Substrate	SF	\$1.65
C1N	Remove Water Saturated to Specialized Drywall (i.e. bullet-proof drywall)	SF	\$2.64

#### ***A4- Additional Equipment Cost (Year 2)***

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A4A	Additional Temporary power	EA	\$2,425.50
A4B	Generator (6500 watts) Receipts for fuel required	Day	\$113.24
A4C	Generator (6500 watts) Receipts for fuel required	Week	\$452.99
A4D	Generator (6500 watts) Receipts for fuel required	Month	\$1,811.98
A4E	Pressure Washer (3500 - 4400 PSI Min) Receipts for fuel required	Day	\$242.55
A4F	Pressure Washer (4400 PSI Min) Receipts for fuel required	Week	\$970.20
A4G	Pressure Washer (4400 PSI Min) Receipts for fuel required	Month	\$3,800.80
A4H	Steam Carpet Extractor & Upholstery Cleaner	Day	\$165.37
A4I	Steam Carpet Extractor & Upholstery Cleaner	Week	\$661.50
A4J	Steam Carpet Extractor & Upholstery Cleaner	Month	\$2,646.00
A4K	Scaffold 15' High 5" x 7'	Day	\$38.58
A4L	Scaffold 15' High 5" x 7'	Week	\$77.17
A4M	Scaffold 15' High 5" x 7'	Month	\$132.30
A4N	Equipment for Bio-Hazard Cleaning - Hydroxide Generator	Day	\$198.45
A4O	Truck mount desiccant dehumidifier	Hourly	\$1,076.77
A4P	Dehumidifier- Desiccant 500-700 CFM	Day	\$882.00
A4Q	Dehumidifier- Desiccant 1000-2500 CFM	Day	\$1,433.25
A4R	Dehumidifier- Desiccant 5000-8900 CFM	Day	\$1,868.73
A4S	Air Movers	Day	\$33.07
A4T	Air Scrubbers Small	Day	\$88.20
A4U	Air Scrubbers Large	Day	\$121.27
A4V	O-zone Devices	Day	\$110.25
A4W	Truck Mounted Water Extractor	Day	\$257.15
A4X	Truck Mounted Water Extractor	Week	\$1,028.63
A4Y	Truck Mounted Water Extractor	Month	\$3,857.37

**CATASTROPHIC DISASTER PRICING - YEAR 3*****A1-Mobilization***

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A1A	Mobilization 5-Stage Decon (shower & loadout)	Per Job	\$4,398.97
A1B	Mobilization 3-Stage Decon (shower & loadout)	Per Job	\$4,051.68
A1C	Mobilization 3-Stage Decon (dry & loadout)	Per Job	\$3,704.40
A1D	Mobilization 2-Stage Mini Decon (wood)	Per Job	\$2,894.06
A1E	Mobilization 2-Stage Mini Decon (poly)	Per Job	\$2,083.72
A1F	Mobilization 1-Stage Mini Decon (poly or wood)	Per Job	\$1,157.62
A1G	Mobilization (No Decon) Includes decon wash station	Per Job	\$1,273.38

***A2- Additional Decontamination Units in Excess of Initial Mobilization***

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A2A	Five Stage Decon (shower and load out)	Per Decon	\$3,472.87
A2B	Three Stage Decon (shower and loadout)	Per Decon	\$2,894.06
A2C	Three Stage Decon (dry and Loadout)	Per Decon	\$2,315.25
A2D	Two Stage mini Decon (wood)	Per Decon	\$2,083.72
A2E	Two Stage Decon (poly or pop up)	Per Decon	\$1,736.43
A2F	One Stage Decon (poly or pop up)	Per Decon	\$1,157.62
A2G	Additional Decontamination Station	Per Station	\$1,157.62

***A3- Emergency Response (mobilize in 24 or 48 hours)***

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A3A	Emergency Response Surcharge - Priority 1	Per Job	\$347.28
A3B	Emergency Response Surcharge - Priority 2	Per Job	\$463.05
A3C	Emergency Response Surcharge - Priority 3	Per Job	\$578.81

***A5- Additional Barrier Protection***

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A5A	Soft Barrier - 6 mil poly	Roll	\$ 63.66
A5B	Soft Barrier - Install and remove Poly barrier on wood (min. of 6 mil poly)	SF	\$1.15
A5C	Curtain Barrier (no wood framing or pvc)	SF	\$0.64
A5D	Reinforced 6 mil poly	Roll	\$179.43
A5E	Hard Barrier - Install and remove	SF	\$1.51
A5F	Soft Barrier Full Containment	LF	\$1.40



A5G	Soft Barrier Partial Containment One side & poly roof (min. of 6 mil poly)	LF	\$3.47
A5H	Hard Barrier Full Containment Two Wood Sides & Wood Roof	LF	\$9.26
A5I	Containment Partial Two Sides Wood & Poly Roof	LF	\$4.05
A5J	Containment Partial One Side Wood & Wood Roof	LF	\$9.26
A5K	Containment Partial One Side & Poly Roof (min. of 6 mil poly)	LF	\$3.05
A5L	Relocatable Building Enclosure (Hard Barrier Floors, Walls & Ceilings)	LF	\$3.47
A5M	Inspection Window	EA	\$5.78
A5N	Floor Protection/Ram Board or Equivalent	SF	\$0.79

***B1- Mold Contaminated Materials (surface cleaning activities and surface preparation)***

Item	Description	Unit of Measure	Unit Price
B1A	Mold Surface (Spot) Cleaning and decontamination of all related items and surfaces.	SF	\$1.04
B1B	Mold General Clean-up (Heavy FF&E/Storage) (All Surfaces <1000 SF) All Horizontal and Vertical surfaces	SF	\$1.15
B1C	Mold General Clean-up (Heavy FF&E/Storage) (All Surfaces >1000 SF) All Horizontal and Vertical surfaces	SF	\$1.04
B1D	Mold General Clean-up (All Surfaces <1000 SF) (Horizontal and Vertical surfaces)	SF	\$0.75
B1E	Mold General Clean-up (All Surfaces >1000 SF) (Horizontal and Vertical surfaces)	SF	\$0.52
B1F	Mold General Clean-up (Horizontal Surfaces <1000 SF)	SF	\$0.78
B1G	Mold General Clean-up (Horizontal Surfaces >1000 SF)	SF	\$0.69
B1H	Mold General Clean-up (Remove & Reinstall) HVAC Supply/Return Vents. (includes 12" into duct interior & supply or return vent covers)	Per Vent	\$ 63.66
B1I	Mold General Clean-up Seating	Per Seat	\$ 40.07
B1J	Anti-Microbial Paint Application Surface Preparation/Encapsulation	SF	\$1.84
B1K	Anti-Microbial Paint <b>Airless</b> Application Surface Preparation/Encapsulation	SF	\$0.53

***B2- Mold Contaminated Materials (Remediation)***

Item	Description	Unit of Measure	Unit Price
B2A	Remove Mold Contaminated Acoustic Ceiling Tile (Grid Remains)	SF	\$1.14
B2B	Remove Mold Contaminated Flooring (tile, wood, lvt, lvp etc.)	SF	\$2.22
B2C	Remove Mold Contaminated Carpet (Glue-Down Installation)	SF	\$1.94

B2D	Remove Mold Contaminated Carpet (Tack & Padding Installation)	SF	\$1.48
B2E	Remove Mold Contaminated Drywall (Excludes Framing)	SF	\$1.81
B2F	Remove Mold Contaminated Wall or Ceiling Coverings	SF	\$0.94
B2G	Remove Mold Contaminated Batt or Board Insulation	SF	\$0.55
B2H	Remove Mold Contaminated HVAC Duct Insulation – Duct Remains	SF	\$1.43
B2I	Remove / Drop Mold Contaminated HVAC Ductwork Assembly	LF	\$57.88
B2J	Remove Mold Contaminated Cabinetry or Shelving Assembly	LF	\$14.86
B2K	Surface Fogging/Misting, Occupied Spaces, Mechanical or HVAC Systems	SF of Floor Plan	\$0.11
B2L	Removal of Mold Contaminated Substrate	SF	\$3.17
B2M	Remove Mold Contamination to Specialized Drywall (i.e. bullet-proof drywall)	SF	\$2.44

#### ***C1- Water Damage Remediation (Extraction, Dryout, Remediation)***

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
C1A	Water Extraction: Category 1	SF	\$0.32
C1B	Water Extraction: Category 2	SF	\$0.56
C1C	Water Extraction: Category 3	SF	\$1.05
C1D	Dry Out	SF	\$1.09
C1E	Remove Water Saturated Drywall	SF	\$2.31
C1F	Remove Water Saturated Wall and Ceiling Coverings	SF	\$2.31
C1G	Remove Water Saturated Wall and Ceiling Insulation	SF	\$1.38
C1H	Remove Water Saturated HVAC Duct Insulation	SF	\$2.31
C1I	Remove Water Saturated Ceiling Tile	SF	\$2.19
C1J	Remove Water Saturated Flooring (tile, wood, lvt, lvp etc.)	SF	\$3.47
C1K	Remove Water Saturated Carpet (glue down)	SF	\$0.84
C1L	Remove Water Saturated Carpet (tack and padding)	SF	\$1.31
C1M	Remove Water Saturated Substrate	SF	\$1.73
C1N	Remove Water Saturated to Specialized Drywall (i.e. bullet-proof drywall)	SF	\$2.77

#### ***A4- Additional Equipment Cost (Year 3)***

<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A4A	Additional Temporary power	EA	\$2,546.77
A4B	Generator (6500 watts) Receipts for fuel required	Day	\$118.91
A4C	Generator (6500 watts) Receipts for fuel required	Week	\$475.64
A4D	Generator (6500 watts) Receipts for fuel required	Month	\$1,902.57
A4E	Pressure Washer (3500 - 4400 PSI Min) Receipts for fuel required	Day	\$254.67
A4F	Pressure Washer (4400 PSI Min) Receipts for fuel required	Week	\$1,018.71



A4G	Pressure Washer (4400 PSI Min) Receipts for fuel required	Month	\$4,074.84
A4H	Steam Carpet Extractor & Upholstery Cleaner	Day	\$173.64
A4I	Steam Carpet Extractor & Upholstery Cleaner	Week	\$694.57
A4J	Steam Carpet Extractor & Upholstery Cleaner	Month	\$2,778.30
A4K	Scaffold 15' High 5" x 7'	Day	\$40.51
A4L	Scaffold 15' High 5" x 7'	Week	\$81.03
A4M	Scaffold 15' High 5" x 7'	Month	\$138.91
A4N	Equipment for Bio-Hazard Cleaning - Hydroxide Generator	Day	\$208.37
A4O	Truck mount desiccant dehumidifier	Hourly	\$1,130.61
A4P	Dehumidifier- Desiccant 500-700 CFM	Day	\$926.10
A4Q	Dehumidifier- Desiccant 1000-2500 CFM	Day	\$1,504.91
A4R	Dehumidifier- Desiccant 5000-8900 CFM	Day	\$1,962.17
A4S	Air Movers	Day	\$34.72
A4T	Air Scrubbers Small	Day	\$92.61
A4U	Air Scrubbers Large	Day	\$127.33
A4V	O-zone Devices	Day	\$115.76
A4W	Truck Mounted Water Extractor	Day	\$270.01
A4X	Truck Mounted Water Extractor	Week	\$1,080.06
A4Y	Truck Mounted Water Extractor	Month	\$4,050.24

[Remainder of this page left intentionally blank.]

## EXHIBIT C

### INSURANCE REQUIREMENTS



#### Lee County Insurance Requirements

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
  - \$1,000,000 per occurrence
  - \$2,000,000 general aggregate
  - \$1,000,000 products and completed operations
  - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
  - \$1,000,000 combined single limit (CSL); or
  - \$500,000 bodily injury per person
  - \$1,000,000 bodily injury per accident
  - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
  - \$500,000 per accident
  - \$500,000 disease limit
  - \$500,000 disease – policy limit

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

Revised 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.

**EXHIBIT D****VENDOR BACKGROUND SCREENING AFFIDAVIT****VENDOR BACKGROUND  
SCREENING AFFIDAVIT**

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

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

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

Date: 2/17/2025

STATE OF Florida  
COUNTY OF Miami Dade

Signature

Manuel Pozo/President  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 17th day of February, 2025, 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: N/A

Type of Identification

[Stamp/seal required]



Signature, Notary Public

VER 06-12-24



**Advertise Date: Tuesday, October 22, 2024**

**Lee County Board of County Commissioners**  
**DIVISION OF PROCUREMENT MANAGEMENT**

**INVITATION TO BID (B)**

Solicitation No.:	<b>B250003CMR</b>		
Solicitation Name:	<b>Disaster Environmental Remediation</b>		
Open Date/Time:	<b>Monday, November 25, 2024</b>	Time:	<b>2:30 PM</b>
Location:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers, FL 33901		
Procurement Contact:	<b>Carolina Rodriguez</b>	Title	<b>Procurement Analyst</b>
Phone:	<b>(239) 533-8858</b>	Email:	<b><a href="mailto:Crodriguez3@leegov.com">Crodriguez3@leegov.com</a></b>
Requesting Dept.	<b>Facilities Construction &amp; Management</b>		

<b>Pre-Bid Conference:</b>	
Type:	No meeting scheduled at this time

All solicitation documents are available for download at  
**[www.leegov.com/procurement](http://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.



**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

**Advertisement Date: 10/22/2024****Notice to Bidder****Invitation to Bid (B)**

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

**B250003CMR- Disaster Environmental Remediation**

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, November 25, 2024**

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](http://www.leegov.com/procurement). Bidders who obtain Scope of Work/Specifications from sources other than [www.leegov.com/procurement](http://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](http://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.

**Carolina Rodriguez** [crodriguez3@leegov.com](mailto:crodriguez3@leegov.com)

Sincerely,

A blue ink handwritten signature, appearing to read "RD", with a long horizontal line extending to the right.

Robin Dennard, CPPB  
Procurement Manager

\*[WWW.leegov.com/Procurement](http://WWW.leegov.com/Procurement) is the County's official posting site



**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

**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. Florida State Law as applied to County Purchasing
  - 2.1.2. Lee County Procurement Management Ordinance 22-06 & 23-21
  - 2.1.3. Change Order
  - 2.1.4. Agreement
  - 2.1.5. Addenda
  - 2.1.6. Special Conditions
  - 2.1.7. Detailed Scope of Work/Specifications
  - 2.1.8. Supplemental Information, if any
  - 2.1.9. 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 & 23-21
  - 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.

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

- 3.1.4. FL § 218 Public Bid Disclosure Act.
  - 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.

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

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 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.
- 6.4. **Prohibition Against Considering Social, Political Or Ideological Interests in Government Contracting – F.S. 287.05701:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

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

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

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](http://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 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)

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

- 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.
- 13.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to FL § 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.
14. **BID CONFLICT OF INTEREST**
- 14.1. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches.
15. **ANTI-LOBBYING CLAUSE (Cone of Silence)**
- 15.1. Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer may be declared non-responsible.**
16. **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.



**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

**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.
- 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.



**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

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.
- 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](http://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 & 23-21 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 & 23-21 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.

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

**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 term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**
- 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 responsible 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

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

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](mailto:PRRCustodian@leegov.com) or Visit <http://www.leegov.com/publicrecords>.**

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. **MATERIAL BREACH** A Contractor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder; 6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Agreement.

26.6.2. **OPPORTUNITY TO CURE** In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Contractor may have a period of time in which to cure. The County is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, or otherwise affect any other remedies available against Contractor under the Agreement or by law. If the breach remains after Contractor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Contractor from receiving future solicitations or other opportunities; 6. Require Contractor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

26.6.3. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Contractor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

days or as otherwise specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- 26.6.4. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Contractor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Contractor for such termination.
- 26.6.5. 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 & 23-21.
- 26.6.6. 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.
- 26.6.7. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
  - 26.6.7.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
  - 26.6.7.2. 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);
  - 26.6.7.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);
  - 26.6.7.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)
  - 26.6.7.5. 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.

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

- 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)
- 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 & 23-21 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**

VER 06-12-24

**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



**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

**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 E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

**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 service on an "as needed basis" for one (1) three-year (3) period with no renewals.

**2. BASIS OF AWARD**

- 2.1. The basis of award shall be determined by the lowest Base Bid Total (sum of 3 years) of the most responsive, responsible, and qualified Vendor meeting all bid specifications.
- 2.2. Vendor must provide pricing for three (3) years. Bid/proposal form has a tab for each year. The sum of the three (3) years shall be considered the Base Bid.
- 2.3. Vendor must bid all line items of the bid/proposal form, not to include A4- Additional Equipment Cost. Failure to bid all line items, excluding line item A4 mentioned above, will deem Vendor Non-Responsive and therefore ineligible for award.
- 2.4. Pricing shall be inclusive of any related expenses, included but not limited to, dumpster delivery and removal, dumpster fees, contaminated material fees, etc.
- 2.5. It is the County's intent to award to a Primary and Secondary Vendor. When awards are made to multiple Vendors, the County reserves the right to assign a status of Primary, Secondary, and or Tertiary as applicable. The Primary Vendor will be the first contact. If the Primary Vendor is unable to fulfill the need or meet the time line required, the Secondary Vendor followed by the Tertiary Vendor, would be next order of contact. Additionally, the order of the award can be changed due to deficient or non-compliant performance.

**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 and 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

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

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.

**7. MINIMUM REQUIREMENTS**

- 7.1. The Vendor(s) is required to have a License as a mold remediation contractor under F.S. 489. Copies of the licenses and certification must be included in the proposal. Failure to provide this requirement may deem Vendor non-responsive and therefore ineligible for award.
- 7.2. Minimum of five years working with disaster response/mitigation and/or mold remediation following standard industry guidelines IICRC for governmental and constitutional agencies. IICRC Certifications listed on Form 7-Minimum Qualification Requirements.

**8. RESPONSE TIMES**

- 8.1. Emergency (Priority 1): Vendor must be on site to evaluate the situation within four (4) hours of initial email or phone call from County representative, and shall be mobilized and ready to work within eight (8) hours from initial contact.
- 8.2. Urgent (Priority 2): Vendor must be on site to evaluate the situation within eight (8) hours of initial email or phone call from County representative, and shall be mobilized and ready to work within twenty-four (24) hours from initial contact.
- 8.3. Routine (Priority 3): Vendor must be on site to evaluate the situation within twenty-four (24) hours of initial email or phone call from County representative, and shall be mobilized and ready to work within forty-eight (48) hours from initial contact.

**9. INVOICING**

- 9.1. Vendor shall provide itemized invoice in accordance with the Bid/Proposal Form.
- 9.2. Invoices shall have accurate pricing, per the Agreement, the be processed by the County. Any discrepancies pertaining to quantities and pricing may delay payment.

**10. FEDERAL CLAUSE EXCEPTION**

- 10.1. The Build America, Buy America Act (BABA) provision, as stated within the Federal Procurement Supplemental Clauses to Include Appendix II, included in the solicitation document does not apply to this project.
- 10.2. The Investing in America provision, as stated with the Federal Procurement Supplemental Clauses to Include Appendix II, included in the solicitation document does not apply to this project.
- 10.3. The Davis-Bacon Act and Copeland Anti-Kickback Act, as stated with the Federal Procurement Supplemental Clauses to Include Appendix II, included in the solicitation document does not apply to this project.

**End of Special Conditions Section**

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

**FEDERAL PROCUREMENT SUPPLEMENTAL CLAUSES TO INCLUDE APPENDIX II**

**NOTICE TO CONSULTANT/CONTRACTOR/VENDOR REGARDING FEDERAL FUNDING**

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 200.318 through 200.327.

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 CONSULTANT/CONTRACTOR/VENDOR, the CONSULTANTS/CONTRACTORS/VENDORS investment, the amount of subcontracting necessary, the quality of the CONSULTANTS/CONTRACTORS/VENDOR’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.

**FEDERAL CLAUSES**

**1. EQUAL EMPLOYMENT OPPORTUNITY:**

1.1. During the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR agrees as follows:

- 1.1.1. 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, 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.
- 1.1.2. 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.
- 1.1.3. 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

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

compensation 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.

- 1.1.4. 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.
- 1.1.5. 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.
- 1.1.6. 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.
- 1.1.7. 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.
- 1.1.8. 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.

## **2. MAINTENANCE OF RECORDS:**

- 2.1. 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.
- 2.2. 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.

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

- 2.3. 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.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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 outlined 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.

**3. DHS SEAL, LOGO, AND FLAGS:**

- 3.1. 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. The CONSULTANT/CONTRACTOR/VENDOR shall include this provision in any subcontracts.

**4. LOCAL VENDOR PREFERENCE EXCLUSION:**

- 4.1. 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).

**5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS:**

- 5.1. This is an acknowledgment that GRANT AGENCY financial assistance will be used to fund all or a portion of the contract. The CONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, GRANT AGENCY policies, procedures, and directives.

**6. NO OBLIGATION BY THE FEDERAL GOVERNMENT:**

- 6.1. The Federal Government is not a party to this solicitation and/or contract 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.

**7. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS:**

- 7.1. 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 and/or contract.

**8. SUBCONTRACTS:**

- 8.1. 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.

**9. CONFLICT OF INTEREST:**

- 9.1. 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



**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

organization that 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.

**10. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):**

- 10.1. 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 the employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.
- 10.2. 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.
- 10.3. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.
- 10.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

**11. ENERGY POLICY AND CONSERVATION ACT:**

- 11.1. 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).

**12. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:**

- 12.1. If subcontracts are to be let, the prime CONSULTANT/CONTRACTOR/VENDOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
  - a) Place qualified small and minority businesses and women's business enterprises on solicitation lists.
  - b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
  - c) 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.
  - d) 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.
  - e) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

**13. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322):**

- 13.1. As appropriate and to the greatest extent consistent with law, the CONSULTANT/CONTRACTOR/VENDOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use 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 sub-awards

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

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.

13.1.1. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

13.1.2. Manufactured product means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

14.1 The Contractor shall comply with 2 C.F.R. § 200.216, Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
  - i. Are not used as a substantial or essential component of any system; and
  - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or sub-recipient unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent the use or submission of covered telecommunications equipment or services and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

**15. TERMINATION FOR CAUSE AND/OR CONVENIENCE (for projects greater than \$10,000):**

- 15.1. MATERIAL BREACH A Contractor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor’s proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor’s property and such appointment endangers the Contractor’s proper performance hereunder; 6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Agreement.
- 15.2. OPPORTUNITY TO CURE In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Contractor may have a period of time in which to cure. The County is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, or otherwise affect any other remedies available against Contractor under the Agreement or by law. If the breach remains after Contractor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Contractor from receiving future solicitations or other opportunities; 6. Require Contractor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- 15.3. TERMINATION FOR CAUSE In the event the Procurement Management Director, in his/her sole discretion, determines that the Contractor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient,

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

the Agreement may be terminated. The County reserves the right to withhold further payments or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- 15.4. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Contractor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Contractor for such termination.

**16. CHANGES:**

- 16.1. Changes to any federal grant or federally funded cooperative agreement shall be in writing, executed by change order and the costs of any change, modification, change order, or constructive change must be allowable, allocable, and within the original scope of the federal grant or federal cooperative agreement. Changes should be reasonable and necessary for the completion of the original project scope. Any changes must be permissible under state, local and federal laws. Any change recommended and accepted by both parties, in writing, will not be considered a contract breach. 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 is in writing and signed by both the CONSULTANT/CONTRACTOR/VENDOR and the County.

**17. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS:**

- 17.1. The CONSULTANT/CONTRACTOR/VENDOR grants 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 preparing derivative works, distributing 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."

**18. TIME & MATERIAL, TIME & EQUIPMENT, FIRM FIXED PRICE LUMP SUM CONTRACTS:**

- 18.1. The following applies to purchases made or reimbursed with Federal funds as per 2 CFR 200.318(j) and other Federal Regulations. For a firm fixed price, lump sum, Time & Material (T&M), and/or Time & Equipment (T&E) procurements, a Purchase Order represents a CONSULTANT/CONTRACTOR/VENDOR's Notice to Proceed (NTP). Line-item Extended Price(s) shall be considered Not to Exceed (NTE) ceiling value(s).

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

Additionally, the Total Order value for a Purchase Order represents an NTE ceiling value. If the CONSULTANT/CONTRACTOR/VENDOR anticipates exceeding either of these NTE values, they should contact the Lee County Procurement Department for a change order. If a CONSULTANT/CONTRACTOR/VENDOR exceeds a Line Item or Total Order NTE value, it does so at its own risk.

**19. SUSPENSION AND DEBARMENT (for projects greater than \$25,000):**

- 19.1. 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).
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. If, at any point during the term of this contract, the CONSULTANT/CONTRACTOR/VENDOR or any principals thereof are found to be on a federal or state debarment list, or if federal or state debarment action is initiated against the contractor or their principals during this time period, this contract shall be immediately rendered null and void.
- 19.5.1. If debarment action has been taken against any subcontractor, the CONSULTANT/CONTRACTOR/VENDOR shall provide an alternative subcontractor within 10 days of notification. The debarred subcontractor may not work on the project.

**20. RECOVERED MATERIALS (for projects greater than \$10,000):**

- 20.1. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make maximum use of products containing recovered materials 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.
- 20.2. Information about this requirement is available on the EPA'S Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>
- 20.3. The CONSULTANT/CONTRACTOR/VENDOR also agrees to comply with all other applicable requirements of Section 6002 or the Solid Waste Disposal Act.



**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

**21. OTHER REMEDIES AND RIGHTS:**

- 21.1. 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, 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.
- 21.2. 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 a dispute is in state court, the venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, the venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

**22. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708): (for projects greater than \$100,000):**

- 22.1. 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.
- 22.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause outlined 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 territory, to such District or 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 outlined 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 outlined in paragraph (1) of this section.
- 22.3. Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management shall upon its action or written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money 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 outlined in paragraph (2) of this section.
- 22.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses outlined 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 outlined in paragraphs (1) through (4) of this section.

**23. CLEAN AIR ACT (for projects greater than \$150,000):**

- 23.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.



**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

- 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. FEDERAL WATER POLLUTION CONTROL ACT:**

- 24.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued under the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 24.2. 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.
- 24.3. 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.

**25. BYRD ANTI-LOBBYING AMENDMENT (for projects greater than \$100,000):**

- 25.1. 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.

**26. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:**

- 26.1. If the Federal award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and Lee County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal Awarding Agency. See 2 C.F.R. Part 200, Appendix II(F).

**27. FLY AMERICA REQUIREMENTS:**

- 27.1. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

**28. AMERICANS WITH DISABILITIES ACT (ADA):**

- 28.1. All design and construction must be accessible to individuals with disabilities pursuant to Titles II and III of the Americans with Disabilities Act.

**29. CARGO PREFERENCE:**

- 29.1. The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.
- 29.2. Use of United States – Flag Vessels:
- 29.3. The CONSULTANT/CONTRACTOR/VENDOR agrees to use privately owned United States- Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States- Flag commercial vessels.
- 29.4. Furnish within twenty (20) business days following the date of loading for shipments originating within the United States or within thirty (30) business days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding 6 paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to LCBOCC (through the Contractor in the case of a subcontractor's bill-of-lading.)
- 29.5. Include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**30. SEISMIC SAFETY REQUIREMENTS FOR THE CONSTRUCTION OF NEW BUILDINGS OR ADDITION TO EXISTING BUILDINGS:**

- 30.1. CONSULTANT/CONTRACTOR/VENDOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify compliance to the extent required by the regulation. The CONSULTANT/CONTRACTOR/VENDOR also agrees to ensure that all Work performed under the Contract including Work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**31. ENERGY CONSERVATION:**

- 31.1. CONSULTANT/CONTRACTOR/VENDOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 USC § 6321 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with Federal funds required under Federal regulations, "Requirements for Energy Assessment," 49 CFR part 622, subpart C.

**CONSTRUCTION ONLY, if Applicable****32. DAVIS-BACON ACT:**

- 32.1. All prime construction contracts in excess of \$2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

## 32.2. Minimum wages

i. All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis - Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its sub-CONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii.

(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 C.F.R. 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (ii) (B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

32.3 Withholding - LCBOCC 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 the CONTRACTOR under the Contract or any other Federal contract with the same prime CONTRACTOR, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any sub-CONTRACTOR the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, LCBOCC may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

32.4 Payrolls and basic records

- i. Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii.
  - (A) The CONTRACTOR shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to LCBOCC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all sub-CONTRACTORS.
  - (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub-CONTRACTOR or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;
  2. That each laborer or mechanic (including each helper, apprentice, and trainee employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
  3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c) (i) (B) of this section.
- (D) The falsification of any of the above certifications may subject the CONTRACTOR or sub-CONTRACTOR to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- iii. The CONTRACTOR or sub-CONTRACTOR shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or sub-CONTRACTOR fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.
- 32.5 Apprentices and trainees**
- i. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or sub-CONTRACTOR's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen's hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the



**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

- ii. Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.
- iii. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

32.6 Compliance with Copeland Act requirements. The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the Contract.

32.7 Subcontracts. The CONTRACTOR or sub-CONTRACTOR shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub-CONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any sub-CONTRACTOR or lower-tier sub- CONTRACTOR with all the Contract clauses in 29 C.F.R. 5.5.

32.8 Contract termination: debarment. A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a sub-CONTRACTOR as provided in 29 C.F.R. 5.12.

32.9 Compliance with Davis - Bacon and Related Act requirements. All rulings and interpretations of the Davis - Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.

32.10 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub-CONTRACTORS) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

32.11 Certification of eligibility

- i. By entering into the Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).



**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

- ii. No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**33. COPELAND ANTI-KICKBACK ACT:**

- 33.1. Recipient and sub-recipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- 33.2. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- 33.3. Compliance
  - 33.3.1. CONSULTANT/CONTRACTOR/VENDOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, which are incorporated by reference into the Contract.
  - 33.3.2. Subcontracts. The CONSULTANT/CONTRACTOR/VENDOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime CONSULTANT/CONTRACTOR/VENDOR shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all of these contract clauses.
  - 33.3.3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

**34. BUILD AMERICA, BUY AMERICA ACT (BABA) – INFRASTRUCTURE PROJECTS**

- 34.1 If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:
  - 34.1.1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
  - 34.1.2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of Domestic content of the manufactured product has been established under applicable law or regulation; and
  - 34.1.3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
  - 34.1.4. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**35. INVESTING IN AMERICA**

- 35.1 If applicable, Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

Law or the Inflation Reduction Act, must include the following provision:

35.1.1. Signage Requirements

- 35.1.1.1. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
- 35.1.1.2. The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.dpa.gov/invest/investing-america-signage>
- 35.1.1.3. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

**End of Supplemental Conditions**

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

**SCOPE OF WORK AND SPECIFICATIONS****1. GENERAL SCOPE OF WORK**

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor(s) to provide disaster response on an as needed basis for Environmental Remediation Services. Services shall include, but not be limited to:
- 1.1.1. Mold Remediation
  - 1.1.2. Fire/Storm/Flood/Water Damage/Drying Services
- 1.2. The commodities and contractual services require Vendor(s) to provide all labor, equipment, and miscellaneous supplies. The Vendor must supply all miscellaneous supplies necessary for performance of the services as requested and inclusive to the proposed prices on the Bid/Proposal Form. These items include, but are not limited to respirator, gloves, goggles, flashlights, hoses, hammer, saw, wrenches, mops, sockets, extension cords, ladders, various drying equipment, hand cleaners, and/or disinfectants.

**2. DETAILED SPECIFICATIONS**

- 2.1. **Mold Remediation:** Vendor(s) shall provide all personnel, equipment, tools, materials, supervision, and other items to perform the services as described in this Scope of Work. The Scope of Work will range from incidental, small and short duration to large-scale mold remediation. The Scope of Work shall include but not be limited to:
- 2.1.1. Removal of mold
  - 2.1.2. Remediation
  - 2.1.3. Demolition
  - 2.1.4. Water Extraction
  - 2.1.5. Dehumidification
  - 2.1.6. Incapacitation
  - 2.1.7. Drying
  - 2.1.8. Cleaning
- 2.2. Vendor shall investigate and evaluate moisture and mold problems that are comparable to the recommendations presented in the following:
- 2.2.1. USEPA's guidance document (EPA 402-K-01-001) "MOLD REMEDIATION IN SCHOOLS AND COMMERCIAL BUILDINGS" Reprinted September 2008
  - 2.2.2. ANSI/IICRC S500-2006- Standard and Reference Guide for Professional Water Damage Restoration
  - 2.2.3. ANSI/IICRC S520-2008 - Standard and Reference Guide for Professional Water Mold Remediation
  - 2.2.4. A Brief Guide to Mold in the Workplace: Occupational Safety and Health Administration (OSHA)
- 2.3. Vendor shall investigate and evaluate indoor environments, teaching laboratories, and mechanical spaces within occupied buildings comparable to the following recommended national standards:
- 2.3.1. ANSI/ASHRAE Standard 62- Ventilation for Acceptable Indoor Air Quality
  - 2.3.2. ANSI/ASHRAE Standard 55- Thermal Environmental Conditions for Human Occupancy
  - 2.3.3. ANSI/ASHRAE Standard Z9.5 Laboratory Ventilation
- 2.4. **Fire/Storm/Flood/Water Damage/Drying Services:** This service category consists of Vendor activities performed after potable, grey, and/or black water damage occurs. The following conditions must be defined and addressed immediately (i.e. within twenty-four (24) to forty-eight (48) hours) following impact. This service category presumes response actions occur prior to visible mold occurrence/amplification (i.e. < 100 feet of visible mold impacted building material surface area as determined by County Personnel and/or Representative).

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

2.4.1. Fire Damage: This service category consists of Vendor(s) activities performed after fire or smoke damage occurs. Vendor(s) must define and address the following, but not limited to, conditions within (or less) twenty-four (24) to forty-eight (48) hours following a fire loss:

- 2.4.1.1. Debris removal
- 2.4.1.2. Onsite dry out
- 2.4.1.3. HVAC Cleaning
- 2.4.1.4. Cleaning of building environmental surfaces (i.e. floors, walls, ceiling, etc.)
- 2.4.1.5. On-location and off-location contents cleaning (smoke/water damage)

2.4.2. Storm: This category consists of damage by any storm, named or otherwise.

- 2.4.2.1. Debris removal
  - Debris shall include, but is not limited to items that need to be removed like different types of flooring, cabinetry, furniture, drywall, wood, ceiling tiles, ductwork, and anything that may been washed into the building, like piles of sand or parts of trees, and garbage.
- 2.4.2.2. Onsite dry out
- 2.4.2.3. Cleaning of building environmental surfaces (i.e. floors, walls, ceilings, etc.)
- 2.4.2.4. On-location and off-location contents cleaning (water damage)

2.4.3. Flood/Water Damage

- 2.4.3.1. Debris removal
  - Debris shall include, but is not limited to items that need to be removed like different types of flooring, cabinetry, furniture, drywall, wood, ceiling tiles, ductwork, and anything that may been washed into the building, like piles of sand or parts of trees, and garbage
- 2.4.3.2. Onsite dry out
- 2.4.3.3. Cleaning of building environmental surfaces (i.e. floors, walls, ceiling, etc.)
- 2.4.3.4. On-location and off-location contents cleaning (smoke/water damage)

2.4.4. Flood Category Definitions - Certain terms and definitions associated with water damage restoration exist. The following are definitions of terms used:

2.4.4.1. Category 1 Water - Water originating from a source that does not pose substantial harm to humans. Category 1 water is also referred to as “clean water”. Examples of clean water sources may include, but are not limited to:

- Broken domestic supply lines
- Tub or sink overflows with no contaminants
- Appliance malfunctions involving domestic water supply lines
- Melting ice
- Falling rainwater
- Broken toilet tanks and toilet bowls that do not contain contaminants or additives
- Clean water that has contact with structural surfaces and content materials may deteriorate in cleanliness as it dissolves or mixes with soils and other contaminants, and as time elapses

2.4.4.2. Category 2 Water – Water containing a significant degree of chemical, biological, and/or physical contamination and having the potential to cause discomfort or sickness if consumed by or exposed by humans. Category 2 water is also referred to as “gray water”. Gray water carries microorganisms and nutrients for microorganisms. Examples of gray water sources may include, but are not limited to:

- Discharge from dishwashers or washing machines
- Overflow from toilet bowls with some urine (no feces)

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

- Sump pump failures
- Seepage due to hydrostatic pressure
- Chilled and condensate water
- Fire protection sprinkle water
- Gray water may contain chemicals, bio-contaminants such as fungal, bacterial and viral algae, and other forms of contamination including physical hazards. Time and temperature aggravate category 2 water contamination levels significantly. Gray water in flooded structures that remains untreated for longer than forty-eight (48) hours may change to category 3- black water.

2.4.4.3. Category 3 Water - Grossly unsanitary water containing pathogenic agents, arising from sewage or other contaminated water sources and having likelihood of causing discomfort or sickness if consumed or exposed to humans. Black water includes sewage and other contaminated water sources entering or affecting the indoor environment. Toilet backflow that originated beyond trap are considered black water contamination, regardless of visible content or color. Category 3 water includes, but is not limited to:

- Sewage/rainwater mixed
- Rising water from rivers or streams, such water sources carry silt and organic matter into structures creating black water conditions

2.4.5. Water Damage - Clean up and mold prevention: The table below presents strategies to respond to water damage within 24-48 hours. These guidelines help avoid the need for remediation of mold growth by taking quick action before growth starts. Depending on the size of the area involved and resources available, the County may need professional assistance to dry an area quickly and thoroughly.

<b>Water Damage – Cleanup and Mold Prevention</b>	
Guidelines for Response to Clean Water Damage within 24-48 Hours to Prevent Mold Growth	
<b>Water-Damaged Material</b>	<b>Actions</b>
<b>Books and papers</b>	For non-valuable items, discard books and papers. Photocopy valuable/important items, discard originals. Freeze (in frost-free freezer or meat locker) or freeze-dry.
<b>Carpet and backing - dry within 24-48 hours</b>	Remove water with water extraction vacuum. Reduce ambient humidity levels with dehumidifier. Accelerate drying process with fans.
<b>Ceiling tiles</b>	Discard
<b>Ceiling Grid</b>	To remain. Shall be cleaned. Repair any damage caused by removal of tiles.
<b>Cellulose insulation</b>	Discard
<b>Concrete or cinder block surfaces</b>	Remove water with water extraction vacuum. Accelerate drying process with dehumidifiers, fans, and/or heaters.
<b>Fiberglass insulation</b>	Discard
<b>Hard surface, porous flooring</b> (Linoleum, ceramic tile, vinyl)	Vacuum or damp wipe with water and mild detergent and allow drying; scrubbing if necessary. Check to make sure under flooring is dry; dry under flooring if necessary.
<b>Non-porous, hard surfaces</b> (Plastics, metals)	Vacuum or damp wipe with water and mild detergent and allow drying; scrubbing if necessary.
<b>Upholstered furniture</b>	Remove water with water extraction vacuum.

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

	Accelerate drying process with dehumidifiers, fans, and/or heaters. May be difficult to completely dry within 48 hours. If the piece is valuable, you may wish to consult a restoration/water damage professional who specializes in furniture.
<b>Wallboard</b> (Drywall and gypsum board)	May be dried in place if there is no obvious swelling and the seams are intact. If not, remove, and discard.. Ventilate the wall cavity, if possible.
<b>Window drapes</b>	Follow laundering or cleaning instructions recommended by the manufacturer.
<b>Wood surfaces</b>	Remove moisture immediately and use dehumidifiers, gentle heat, and fans for drying. (Use caution when applying heat to hardwood floors.) Treated or finished wood surfaces may be cleaned with mild detergent and clean water and allowed to dry. Wet paneling should be pried away from wall for drying.

## 2.5. Restoration/Remediation Criteria

- 2.5.1. Excess Water Removal – Excess water removal is essential as the beginning point of restoration procedures. Removal of excess water may be achieved by physical means, such as mopping or soaking up excess moisture from hard surfaces or furnishings. However, water removal usually involves the use of more sophisticated techniques and equipment such as pumps, or specifically designed commercial wet vacuuming equipment.
- 2.5.2. Evaporation – Once excess water is removed, remaining water must be changed from a liquid to a vapor by promoting evaporation. Normally, this is accomplished efficiently with specialized air-moving equipment.
- 2.5.3. Dehumidification – Once moisture is evaporated from structural materials and contents into the air, the moisture must be removed from the air through dehumidification, or it must be externally exhausted. Failure to dehumidify may result in substantial secondary damage and present a significant health hazard.
- 2.5.4. Temperature Control – Both evaporation and dehumidification are greatly enhanced by controlling the temperature in a confined environment. Additionally, microorganisms' growth is temperature related. Thus, temperature modification and control is an important basis principle for safe and effective drying.
- 2.5.5. Monitoring – The damaged structure must be monitored starting with the initial assessment and evaluation, and continuing throughout the restoration process. Monitoring procedures may include, but are not limited to the following:
  - 2.5.5.1. Temperature and humidity readings
  - 2.5.5.2. Updating drying progress status
  - 2.5.5.3. Checking the moisture content of structural wood and other materials with a moisture meter
- 2.5.6. Inspection – Following the removal of excess water, a detailed inspection must be conducted that considers the extent of water migration, the types of quantities of affected material and the degree of apparent damage. The information obtained may be used to analyze the extent of damage and to determine the job scope. Professional testing equipment and principals of psychometry must be used to formulate a plan to dry and restore, or replace both structural materials and contents. A comprehensive inspection may include, but not necessarily be limited to:
  - 2.5.6.1. Identifying and evaluating health and safety hazards
  - 2.5.6.2. Determining the source of water



**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

- 2.5.6.3. Determining the need to protect floor covering materials and contents
  - 2.5.6.4. Determining the extent of moisture intrusion
  - 2.5.6.5. Determining the job scope
  - 2.5.6.6. Evaluating flooring materials
  - 2.5.6.7. Evaluating inventories and/or contents items
  - 2.5.6.8. Evaluating the HVAC system if affected
  - 2.5.6.9. Assess other structural materials (walls, ceilings, etc.)
  - 2.5.6.10. Documenting preexisting conditions not related to the current loss (wear, urine contamination, delamination, etc.)
  - 2.5.6.11. Establishing drying goals
- 2.5.7. Floor covering evaluation – Vendor shall decide as to whether floor covering materials (e.g. carpet, cushion, vinyl, wood, laminates) are salvageable. Determination may include, but not limited to:
- 2.5.7.1. Construction integrity
  - 2.5.7.2. Porosity and potential health effects from contaminants
  - 2.5.7.3. Disposition of floor coverings and the ability to salvage them will be determined to the appended Drying Standards
- 2.5.8. Structural Materials –Throughout the restoration process, Vendor shall direct effort toward anticipating secondary damage and attending to other structural components that may require drying, or demolition and replacement. This is especially important if water remains in contact with building materials longer than 24-hours, such as water on flooring in contact with gypsum board. These components may include, but are not limited to:
- 2.5.8.1. Ceilings
  - 2.5.8.2. Walls
  - 2.5.8.3. Built-in furnishings and fixtures
  - 2.5.8.4. Insulation
  - 2.5.8.5. Structural Wood
- 2.5.9. Occupant Evacuation – For areas with extensive water damage, Vendor shall determine if occupants need to be evacuated from the damaged area, and if so, estimate the duration of time. Factors used to make this determination may include, but are not limited to:
- 2.5.9.1. Type of contamination (e.g., Categories 1, 2 or 3 Water)
  - 2.5.9.2. Obvious indications of high levels of microbiological or chemical contamination
  - 2.5.9.3. Presence of occupants who are immunocompromised or have mold allergies, asthma or other applicable medical conditions.
- 2.5.10. Technician Training – Technicians performing Category 2 water (gray water) and category 3 water (black water) damage restoration must be trained in risks of exposure and procedure for safe cleanup of these materials.
- 2.5.11. Personal Protection – Persons working in or around Category 3 water during stage of decontamination, cleaning and biocide application must be equipped with Personal Protective Equipment (PPE) including but not limited to:
- 2.5.11.1. Rubber gloves
  - 2.5.11.2. Eye protection
  - 2.5.11.3. Protective suit
  - 2.5.11.4. Rubber boots

An Evaluation must be made to determine the necessity for respiratory protection. In the case of overhead hazards or contamination, hard hats must also be worn.

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

**2.6. Criteria for Determining when Building Materials are Dry**

- 2.6.1. The ambient conditions must be stabilized and be able to be held at normal room conditions.
- 2.6.2. The building materials must be returned to their equilibrium moisture content to prevent the active growth of fungal organisms.
- 2.6.3. The building materials must be returned to their pre-loss moisture state.
- 2.6.4. Drying services shall be considered sufficient when the following three conditions have been achieved:
  - 2.6.4.1. The interior ambient conditions are at or better than normal room conditions (50% RH @ 70°F)
  - 2.6.4.2. The moisture in the building materials themselves will not support the active growth of mold and mildew
  - 2.6.4.3. The building materials and contents will finish returning to equilibrium with normal room conditions by themselves without further damage to them
- 2.6.5. Drywall - Drying services for drywall will be provided by an outside contractor, if Vendor cannot replace the drywall within 48 hours.. If drying procedures are not initiated within 48 hours of the initial water loss or dried within 72 hours, all wet drywalls shall be replaced. For the purposes of this Standard, drying services on drywall shall be considered sufficient when all four of the following conditions are met:
  - 2.6.5.1. The moisture content of the drywall is decreasing
  - 2.6.5.2. All affected drywall is within 10% of its normal moisture content as determined by actual measurement in a control point elsewhere in the same building. (Example: Taking several readings in unaffected areas of drywall showed that the MC that should be expected in the building is 14%. Therefore, the maximum reading at the end of the job should be no more than 24%)
  - 2.6.5.3. The differential of MC in wood from the top ¼" is not more than 1%
  - 2.6.5.4. The building environment is stabilized and the existing HVAC system is capable of maintaining normal room conditions
- 2.6.6. Plaster - For the purposes of this Standard, drying services on plaster shall be considered sufficient when all four of the following conditions are met:
  - 2.6.6.1. The moisture content of the plaster is decreasing
  - 2.6.6.2. All affected plaster is within 10% of its normal moisture content as determined by actual measurement in a control point elsewhere in the same building. (Example: Taking several readings in unaffected areas of plaster showed that the MC that should be expected in the building is 10%. Therefore, the maximum reading at the end of the job should be no more than 20%)
  - 2.6.6.3. 95% of the affected plaster area meets criteria 2.6.6.1 and 2.6.6.2
  - 2.6.6.4. The building environment is stabilized and the existing HVAC system is capable of maintaining normal room conditions
- 2.6.7. Concrete Block - For the purposes of this Standard, drying services on concrete block shall be considered sufficient when all four of the following conditions are met:
  - 2.6.7.1. The moisture content of the concrete block is decreasing
  - 2.6.7.2. All affected concrete block is within 10% of its normal moisture content as determined by actual measurement in a control point elsewhere in the same building (Example: Taking several readings in unaffected areas of concrete block showed that the MC that should be expected in the building is 10%. Therefore, the maximum reading at the end of the job should be no more than 20%)
  - 2.6.7.3. 95% of the affected concrete block area meets criteria 2.6.7.1. and 2.6.7.2.
  - 2.6.7.4. The building environment is stabilized and the existing HVAC system is capable of maintaining normal room conditions

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

2.6.8. Concrete - For the purposes of this Standard, drying services on concrete shall be considered sufficient when all four of the following conditions are met:

- 2.6.8.1. The moisture content of the concrete is decreasing
- 2.6.8.2. All affected concrete is within 10% of its normal moisture content as determined by actual measurement in a control point elsewhere in the same building. (Example: Taking several readings in unaffected areas of concrete showed that the MC that should be expected in the building is 10%. Therefore, the maximum reading at the end of the job should be no more than 20%)
- 2.6.8.3. 95% of the affected concrete area meets criteria 2.6.8.1. and 2.6.8.2
- 2.6.8.4. The building environment is stabilized, and the existing HVAC system is capable of maintaining normal room conditions

2.6.9. Carpeting - For the purposes of this Standard, drying services on carpeting may be effective if the following conditions are met:

- 2.6.9.1. The carpet is not wet with Categories 1 or 2 water for more than 48 hours
- 2.6.9.2. The carpet is not with Category 3 (black) water for any amount of time
- 2.6.9.3. The building environment is stabilized and the existing HVAC system is capable of maintaining normal room conditions
- 2.6.9.4. If 2.6.9.1. and 2.6.9.2 are not met, the carpet must be removed and replaced. Carpeting shall be steam-cleaned/sanitized and thoroughly dry prior to reoccupying the space. Prior authorization must be provided by the County before flooring is removed and replaced.

2.6.10. Insulation - For the purposes of the Standard, thermal insulation materials used in walls or ceiling cannot be adequately dried and reused. If insulation material is determined to be wet, it must be removed from the building. The area where it was installed must be thoroughly cleaned, disinfected and dried. New insulation may then be installed.

## 2.7. Clean Up and Salvage

- 2.7.1. The contractor shall keep the premises and surrounding areas free from accumulation of waste material and rubbish caused by operations under the contract and shall maintain the premises in a clean, safe manner. Except as otherwise provided, at the completion of the work, the contractor shall remove from the premises all rubbish, implements, and surplus materials and leave the building clean.
- 2.7.2. Contractor shall dispose of all debris and materials off site as required by any laws, regulations, or policies required by any local, state, and/or federal authority having jurisdiction.
- 2.7.3. Failure to clean up the work site may lead to a reduction in payment to the Contractor by the County. The reduction in payment shall be in the amount it costs the County to clean the site or have the site cleaned by another Vendor.

## 2.8. Technical Specifications

- 2.8.1. The County reserves the right to select product manufacturers based on a per job basis, in addition to manufacturers listed on Technical Specifications Section 15890.
- 2.8.2. Attachment A - Technical Specifications

### **End of Scope of Work and Specifications Section**

**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.

<b>Form #</b>	<b>Title/Description</b>
<b>1</b>	<b><i>Solicitation Response Form</i></b> 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 <a href="http://www.sunbiz.org">http://www.sunbiz.org</a> as certification of this required information. Sample attached for your reference. Verify that all Addenda and tax identification number have been provided.
<b>1a</b>	<b><i>Bid/Proposal Form</i></b> This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County.
<b>*</b>	<b><i>Business Relationship Disclosure Requirement</i></b> 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 <b><u>disclosure is applicable, the Bidder must request the form</u></b> entitled " <b><i>INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS</i></b> " (Required by § 112.313(12)(b), F.S.) to be completed and <b><u>returned with the Solicitation Response</u></b> . <b>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.</b> 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.
<b>2</b>	<b><i>Affidavit Certification Immigration Laws</i></b> Submission of this form constitutes acknowledgement that the Bidder is in compliance in regard to all applicable immigration laws.
<b>3</b>	<b><i>Reference Survey</i></b> Provide this form to reference respondents. <b><u>For Bids, this form will be requested from the apparent low Bidder prior to the award. (not required to submit with bid)</u></b> 1. <b>Section 1:</b> Bidder/Proposer to complete with <u>reference respondent's</u> information prior to providing to them for their response. (This is <b>not</b> the Bidder/Proposer's information.) 2. <b>Section 2:</b> Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response. 3. The <u>reference respondent</u> should complete " <b>Section 3.</b> " 4. <b>Section 4:</b> The reference respondent to print and sign name 5. <b>Three (3) Reference responses</b> are to be provided upon request. 6. Failure to obtain reference surveys may make your company non-responsive.

- 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.)
- Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
- The reference respondent should complete "**Section 3.**"
- Section 4:** The reference respondent to print and sign name
- Three (3) Reference responses** are to be provided upon request.
- Failure to obtain reference surveys may make your company non-responsive.

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

**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      *Minimum Qualifications Requirements***

States the minimum qualifications the Bidder/Proposer is required to meet in order to be considered for award or evaluation.

**8      *Suspension and Debarment Certification*****9      *Certification Regarding Lobbying*****10     *E-Verify Affidavit*****11     *Affidavit of Compliance with Section 287.138 and 787.06 Florida Statutes***

Vendor pursuant to Florida Statute certifies that Vendor is not owned by a government of a foreign country of concern, a government of a foreign country of concern does not have a controlling interest in Vendor, and Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern, as defined by statute.

**\*      *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)

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**



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

**Posted Date:** November 7, 2024

**Solicitation No.:** B250003CMR

**Solicitation Name:** Disaster Environmental Remediation

**Subject:** Addendum Number 1

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

**1. ARTICLE REVISION**

**SPECIAL CONDITIONS**

**7. MINIMUM REQUIREMENTS**

**7.1.** The Vendor(s) is required to have a License as a mold remediation contractor under ~~F.S. 489~~ **F.S. 468 Part XVI- Mold Related Services**. Copies of the licenses and certification must be included in the proposal. Failure to provide this requirement may deem Vendor non-responsive and therefore ineligible for award.

**2. QUESTIONS/ANSWERS**

1.	Section 7.1 of the Solicitation states that the Vendor is required to have a License as mold remediation contractor under F.S. 489. F.S. 489 is the chapter governing Construction Contracting. Chapter 468 of the Florida Statutes governs Mold Related Services and specifically exempts those contractors licensed under F.S. 489 from obtaining a separate license. See F.S. 468.841(1)(d) and (2)(d). Please confirm that a company that is licensed as a General Contractor under Florida Statutes 489 meets the licensing requirements for this bid.
<b>Answer</b>	<b>A General Contractor License is not required for this solicitation. Please see revised Special Conditions, Section 7, Article 7.1 above revising the requirement to reflect a mold remediation license.</b>

2.	I noticed there was no mention of mold assessment or Industrial Hygiene, is that a separate bid? Or will it be added to the referenced one above?
<b>Answer</b>	<b>Mold Assessment and/or Industrial Hygiene will be a separate solicitation independent from the Disaster Remediation Contract.</b>

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

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

*Carolina Rodriguez*

Carolina Rodriguez  
 Procurement Analyst Direct Line: 239-533-8858  
 Lee County Procurement Management



**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**



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

**Posted Date:** November 19, 2024

**Solicitation No.:** B250003CMR

**Solicitation Name:** Disaster Environmental Remediation

**Subject:** Addendum Number 2

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

**OPEN DATE/ BIDS DUE EXTENSION**

**FROM: November 25<sup>th</sup>, 2024**

**TO: December 10<sup>th</sup>, 2024**

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

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

*Carolina Rodriguez*

Carolina Rodriguez

Procurement Analyst Direct Line: 239-533-8858

Lee County Procurement Management

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

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

**Posted Date:** December 2, 2024

**Solicitation No.:** B250003CMR

**Solicitation Name:** Disaster Environmental Remediation

**Subject:** Addendum Number 3

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

## **1. REVISED BID/PROPOSAL FORM**

Revisions have been incorporated into the Bid/Proposal Form.

The Bid/Proposal Form has been updated and a new Bid/Proposal Form identified as **ADDENDUM 3- REVISED BID/PROPOSAL FORM**.

**Addendum 3 – Revised Bid/Proposal Form** has been uploaded to the solicitation webpage on the Lee County Procurement Website.

**Bidders MUST use the new Addendum 3 – Revised Bid/Proposal For when submitting their bid. Failure to do so will result in Bidder being deemed non-responsive and therefore ineligible for award.**

## **2. ARTICLE REVISION**

### **SPECIAL CONDITIONS**

#### **2. BASIS OF AWARD**

**2.1.** The basis of award shall be determined by the lowest Base Bid Total (sum of 3 years **both disaster and catastrophic pricing**) of the most responsive, responsible, and qualified Vendor meeting all bid specifications.

**2.2.** Vendor must provide pricing for three (3) years, **for both disaster and catastrophic pricing on the bid/proposal form.** Bid/Proposal form has a **separate excel** tab for each year. The sum of three (3) years **for both disaster and catastrophic** shall be considered the Base Bid.

**2.3.** Vendor must bid all line items **and excel tabs** of the Bid/Proposal form, not to include A4- Additional Equipment Cost. Failure to bid all line items **and excel tabs**, excluding line item A4 **section** mentioned above, will deem Vendor Non-Responsive and therefore ineligible for award.

**2.4.** Pricing shall be inclusive of any related expenses, included but not limited to, dumpster delivery and removal, dumpster fees, contaminated material fees, etc.

**2.5.** **Pricing shall be given on both disaster and catastrophic disaster remediation. For purposes of this solicitation Catastrophic disaster shall be defined as a natural or manmade event that causes widespread damages, casualties, and disruption to a population, infrastructure, environment,**

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

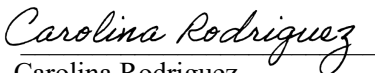
**economy, or government. Any occurrence that does not meet this definition shall be deemed “disaster” remediation services.**

**3. QUESTIONS/ANSWERS**

1.	The main question is will this bid request be for normal day to day emergency service / mitigation such as a pipe break at a Lee County property or is it for disaster situations due to a major tropical storm or hurricane? The reason for the question is due to the tremendous difference in logistics between the two types of losses. During a regular emergency service during normal business hours or even after hours we handle this 100% in house with our own staff, equipment but with hurricane damage losses it is necessary to bring in additional labor, equipment, vehicles as well as provide per diem for the workers in order to service our customers as efficiently and effectively as possible.
Answer	<b>Lee County has provided further clarification on Addendum 3. For day-to-day emergencies, for purposes of this solicitation, Lee County shall define those instances as “disaster”. For purposes of this solicitation, major storms, hurricanes, etc. shall be defined as “catastrophic”. Please see attached Addendum 3- Revised Bid Proposal Form as well as article revision for further clarification.</b>

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

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



Carolina Rodriguez  
Procurement Analyst Direct Line: 239-533-8858  
Lee County Procurement Management

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

**Form 1 – Solicitation Response Form**

**LEE COUNTY PROCUREMENT MANAGEMENT  
SOLICITATION RESPONSE FORM**

Date Submitted: **November 18, 2024** Bid Due Date: **11/25/2024**

SOLICITATION IDENTIFICATION: **B250003CMR**

SOLICITATION NAME: **Disaster Environmental Remediation**

COMPANY NAME: **BioResponse Corp**

NAME & TITLE: (TYPED OR PRINTED) **Manuel Pozo , President**

BUSINESS ADDRESS: (PHYSICAL) **7209 NW 46th ST. Miami, FL 33166**

CORPORATE OR MAILING ADDRESS:

☐ SAME AS PHYSICAL **PO Bo 558711 Miami, FL 33255**

**ADDRESS MUST MATCH SUNBIZ.ORG**

E-MAIL ADDRESS: **manny.pozo@bioresponsecorp.com**

PHONE NUMBER: **+1(855)887-4272** FAX

**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. 1 Dated: 11/07/20 No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. 2 Dated: 11/19/202 No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

Tax Payer Identification Number: **20-2954991**

(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](http://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.

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

**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**

- 4** Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) ☐ Yes ☒ No  
Proposer? If yes, please attach a current certificate.

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

**BioResponse Corp**

Company Name (Name printed or typed)

**Manuel Pozo**

Authorized Representative Name (printed or typed)

**President**

Authorized Representative's Title (printed or typed)

  
Authorized Representative's Signature

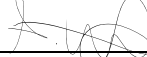


(Affix Corporate Seal, as applicable)

**Amanda Alonso, Commercial Business**

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

  
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 County-authored data as provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.



## PROCUREMENT MANAGEMENT DEPARTMENT

### **ADDENDUM 3 REVISED -BID/PROPOSAL FORM**

COMPANY NAME: \_\_\_\_\_

SOLICITATION: **B250003CMR - Disaster Environmental Remediation**

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, 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.

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

**PLEASE ENSURE** you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel

### DISASTER ENVIRONMENTAL REMEDIATION- YEAR 1

**A1-Mobilization**

Item	Description	Unit of	Estimated	Unit Price	Extended
A1A	Mobilization 5-Stage Decon (shower & loadout)	Per Job	1	3,800.00	\$ 3,800.00
A1B	Mobilization 3-Stage Decon (shower & loadout)	Per Job	1	3,500.00	\$ 3,500.00
A1C	Mobilization 3-Stage Decon (dry & loadout)	Per Job	1	3,200.00	\$ 3,200.00
A1D	Mobilization 2-Stage Mini Decon (wood)	Per Job	1	2,500.00	\$ 2,500.00
A1E	Mobilization 2-Stage Mini Decon (poly)	Per Job	1	1,800.00	\$ 1,800.00
A1F	Mobilization 1-Stage Mini Decon (poly or wood)	Per Job	1	1,000.00	\$ 1,000.00
A1G	Mobilization (No Decon) Includes decon wash station	Per Job	1	1,100.00	\$ 1,100.00
<b>SUBTOTAL: Mobilization</b>					<b>\$ 16,900.00</b>

**A2- Additional Decontamination Units in Excess of Initial Mobilization**

Item	Description	Unit of	Estimated	Unit Price	Extended
A2A	Five Stage Decon (shower and load out)	Per Decon	1	3,000.00	\$ 3,000.00
A2B	Three Stage Decon (shower and loadout)	Per Decon	1	2,500.00	\$ 2,500.00
A2C	Three Stage Decon (dry and Loadout)	Per Decon	1	2,000.00	\$ 2,000.00
A2D	Two Stage mini Decon (wood)	Per Decon	1	1,800.00	\$ 1,800.00
A2E	Two Stage Decon (poly or pop up)	Per Decon	1	1,500.00	\$ 1,500.00
A2F	One Stage Decon (poly or pop up)	Per Decon	1	1,000.00	\$ 1,000.00
A2G	Additional Decontamination Station	Per Station	1	1,000.00	\$ 1,000.00
<b>SUBTOTAL: Additional Decontamination</b>					<b>\$ 12,800.00</b>

**A3- Emergency Response (mobilize in 24 or 48 hours)**

Item	Description	Unit of	Estimated	Unit Price	Extended
A3A	Emergency Response Surcharge - Priority 1	Per Job	1	300.00	\$ 300.00
A3B	Emergency Response Surcharge - Priority 2	Per Job	1	400.00	\$ 400.00
A3C	Emergency Response Surcharge - Priority 3	Per Job	1	500.00	\$ 500.00
<b>SUBTOTAL: Emergency Response</b>					<b>\$ 1,200.00</b>

**A5- Additional Barrier Protection**

Item	Description	Unit of	Estimated	Unit Price	Extended
A5A	Soft Barrier - 6 mil poly	Roll	1	55.00	\$ 55.00
A5B	Soft Barrier - Install and remove Poly barrier on wood (min. of 6 mil poly)	SF	1	1.00	\$ 1.00
A5C	Curtain Barrier (no wood framing or pvc)	SF	1	0.56	\$ 0.56
A5D	Reinforced 6 mil poly	Roll	1	155.00	\$ 155.00
A5E	Hard Barrier - Install and remove	SF	1	1.31	\$ 1.31
A5F	Soft Barrier Full Containment	LF	1	1.21	\$ 1.21



A5G	Soft Barrier Partial Containment One side & poly roof (min. of 6 mil poly)	LF	1	3.00	\$	3.00
A5H	Hard Barrier Full Containment Two Wood Sides & Wood Roof	LF	1	8.00	\$	8.00
A5I	Containment Partial Two Sides Wood & Poly Roof	LF	1	3.50	\$	3.50
A5J	Containment Partial One Side Wood & Wood Roof	LF	1	8.00	\$	8.00
A5K	Containment Partial One Side & Poly Roof (min. of 6 mil poly)	LF	1	2.64	\$	2.64
A5L	Relocatable Building Enclosure (Hard Barrier Floors, Walls & Ceilings)	LF	1	3.00	\$	3.00
A5M	Inspection Window	EA	1	5.00	\$	5.00
A5N	Floor Protection/Ram Board or Equivalent	SF	1	0.69	\$	0.69
<b>SUBTOTAL: Additional Barrier Protection</b>					<b>\$</b>	<b>247.91</b>

**B1- Mold Contaminated Materials (surface cleaning activates and surface preparation)**

Item	Description	Unit of	Estimated	Unit Price	Extended	
B1A	Mold Surface (Spot) Cleaning and decontamination of all related items and surfaces.	SF	1	0.90	\$	0.90
B1B	Mold General Clean-up (Heavy FF&E/Storage)	SF	1	1.00	\$	1.00
B1C	Mold General Clean-up (Heavy FF&E/Storage)	SF	1	0.90	\$	0.90
B1D	Mold General Clean-up (All Surfaces <1000 SF)	SF	1	0.65	\$	0.65
B1E	Mold General Clean-up (All Surfaces >1000 SF)	SF	1	0.45	\$	0.45
B1F	Mold General Clean-up (Horizontal Surfaces <1000 SF)	SF	1	0.68	\$	0.68
B1G	Mold General Clean-up (Horizontal Surfaces >1000 SF)	SF	1	0.60	\$	0.60
B1H	Mold General Clean-up (Remove & Reinstall) HVAC Supply/Return Vents. (includes 12" into duct interior & supply or return vent covers	Per Vent	1	55.00	\$	55.00
B1I	Mold General Clean-up Seating	Per Seat	1	34.62	\$	34.62
B1J	Anti-Microbial Paint Application Surface Preparation/Encapsulation	SF	1	1.59	\$	1.59
B1K	Anti-Microbial Paint <b>Airless</b> Application Surface Preparation/Encapsulation	SF	1	0.46	\$	0.46
<b>SUBTOTAL: Mold Contaminated Materials (surface cleaning activates and surface preparation)</b>					<b>\$</b>	<b>96.85</b>

**B2- Mold Contaminated Materials (Remediation)**

Item	Description	Unit of	Estimated	Unit Price	Extended	
B2A	Remove Mold Contaminated Acoustic Ceiling Tile (Grid Remains)	SF	1	0.99	\$	0.99
B2B	Remove Mold Contaminated Flooring (tile, wood, lvt, lvp etc.)	SF	1	1.92	\$	1.92
B2C	Remove Mold Contaminated Carpet (Glue-Down Installation)	SF	1	1.68	\$	1.68
B2D	Remove Mold Contaminated Carpet (Tack & Padding Installation)	SF	1	1.28	\$	1.28
B2E	Remove Mold Contaminated Drywall (Excludes Framing)	SF	1	1.57	\$	1.57
B2F	Remove Mold Contaminated Wall or Ceiling Coverings	SF	1	0.82	\$	0.82
B2G	Remove Mold Contaminated Batt or Board Insulation	SF	1	0.48	\$	0.48
B2H	Remove Mold Contaminated HVAC Duct Insulation – Duct Remains □	SF	1	1.24	\$	1.24
B2I	Remove / Drop Mold Contaminated HVAC Ductwork Assembly	LF	1	50.00	\$	50.00
B2J	Remove Mold Contaminated Cabinetry or Shelving	LF	1	12.84	\$	12.84
B2K	Surface Fogging/Misting, Occupied Spaces, Mechanical or HVAC Systems	SF of Floor Plan	1	0.10	\$	0.10
B2L	Removal of Mold Contaminated Substrate	SF	1	2.74	\$	2.74
B2M	Remove Mold Contamination to Specialized Drywall (i.e. bullet proof drywall)	SF	1	2.11	\$	2.11
<b>SUBTOTAL: Mold Contaminated Materials (Remediation)</b>					<b>\$</b>	<b>77.77</b>

**C1- Water Damage Remediation (Extraction, Dry out, Remediation)**

Item	Description	Unit of	Estimated	Unit Price	Extended	
C1A	Water Extraction: Category 1	SF	1	0.28	\$	0.28
C1B	Water Extraction: Category 2	SF	1	0.49	\$	0.49
C1C	Water Extraction: Category 3	SF	1	0.91	\$	0.91
C1D	Dry Out	SF	1	0.95	\$	0.95
C1E	Remove Water Saturated Drywall	SF	1	2.00	\$	2.00

C1F	Remove Water Saturated Wall and Ceiling Coverings	SF	1	2.00	\$	2.00
C1G	Remove Water Saturated Wall and Ceiling Insulation	SF	1	1.20	\$	1.20
C1H	Remove Water Saturated HVAC Duct Insulation	SF	1	2.00	\$	2.00
C1I	Remove Water Saturated Ceiling Tile	SF	1	1.90	\$	1.90
C1J	Remove Water Saturated Flooring (tile, wood, lvt, lvp etc.)	SF	1	3.00	\$	3.00
C1K	Remove Water Saturated Carpet (glue down)	SF	1	0.73	\$	0.73
C1L	Remove Water Saturated Carpet (tack and padding)	SF	1	1.14	\$	1.14
C1M	Remove Water Saturated Substrate	SF	1	1.50	\$	1.50
C1N	Remove Water Saturated to Specialized Drywall (i.e. bullet proof drywall)	SF	1	2.40	\$	2.40
<b>SUBTOTAL: Water Damage Remediation (Extraction, Dry out, Remediation)</b>					<b>\$</b>	<b>20.50</b>

**BID SUMMARY**

<b>YEAR 1 DISASTER TOTAL:</b>	<b>\$31,343.03</b>
<b>YEAR 2 DISASTER TOTAL:</b>	<b>\$31,969.85</b>
<b>YEAR 3 DISASTER TOTAL:</b>	<b>\$32,608.97</b>
<b>YEAR 1 CATASTROPHIC TOTAL:</b>	<b>\$32,909.74</b>
<b>YEAR 2 CATASTROPHIC TOTAL:</b>	<b>\$34,554.67</b>
<b>YEAR 3 CATASTROPHIC TOTAL:</b>	<b>\$36,283.14</b>

<b>BASE BID TOTAL (SUM OF 3 YEARS DISASTER AND CATASTROPHIC):</b>	<b>\$199,669.40</b>
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One hundred ninety-nine thousand, six hundred sixty-nine dollars and forty cents

(Use Words to Write Total)

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

**Not part of the Basis of Award****A4- Additional Equipment Cost**

Item	Description	Unit of	Estimated	Unit Price	Extended
A4A	Additional Temporary power	EA	1	2,200.00	\$ 2,200.00
A4B	Generator (6500 watts) Receipts for fuel required	Day	1	102.72	\$ 102.72
A4C	Generator (6500 watts) Receipts for fuel required	Week	1	410.88	\$ 410.88
A4D	Generator (6500 watts) Receipts for fuel required	Month	1	1,643.52	\$ 1,643.52
A4E	Pressure Washer (3500 - 4400 PSI Min) Receipts for fuel required	Day	1	220.00	\$ 220.00
A4F	Pressure Washer (4400 PSI Min) Receipts for fuel required	Week	1	880.00	\$ 880.00
A4G	Pressure Washer (4400 PSI Min) Receipts for fuel required	Month	1	3,520.00	\$ 3,520.00
A4H	Steam Carpet Extractor & Upholstery Cleaner	Day	1	150.00	\$ 150.00
A4I	Steam Carpet Extractor & Upholstery Cleaner	Week	1	600.00	\$ 600.00
A4J	Steam Carpet Extractor & Upholstery Cleaner	Month	1	2,400.00	\$ 2,400.00
A4K	Scaffold 15' High 5" x 7'	Day	1	35.00	\$ 35.00
A4L	Scaffold 15' High 5" x 7'	Week	1	70.00	\$ 70.00
A4M	Scaffold 15' High 5" x 7'	Month	1	120.00	\$ 120.00
A4N	Equipment for Bio-Hazard Cleaning - Hydroxide Generator	Day	1	180.00	\$ 180.00
A4O	Truck mount desiccant dehumidifier	Hourly	1	976.67	\$ 976.67
A4P	Dehumidifier- Desiccant 500-700 CFM	Day	1	800.00	\$ 800.00
A4Q	Dehumidifier- Desiccant 1000-2500 CFM	Day	1	1,300.00	\$ 1,300.00
A4R	Dehumidifier- Desiccant 5000-8900 CFM	Day	1	1,695.00	\$ 1,695.00
A4S	Air Movers	Day	1	30.00	\$ 30.00
A4T	Air Scrubbers Small	Day	1	80.00	\$ 80.00
A4U	Air Scrubbers Large	Day	1	110.00	\$ 110.00
A4V	O-zone Devices	Day	1	100.00	\$ 100.00
A4W	Truck Mounted Water Extractor	Day	1	233.25	\$ 233.25
A4X	Truck Mounted Water Extractor	Week	1	933.00	\$ 933.00
A4Y	Truck Mounted Water Extractor	Month	1	3,498.75	\$ 3,498.75
<b>Additional Equipment Cost Total:</b>					<b>\$ 22,288.79</b>



**PROCUREMENT MANAGEMENT DEPARTMENT**  
**ADDENDUM 3 REVISED- YEAR 2 DISASTER PRICING**

**COMPANY** \_\_\_\_\_

**SOLICITATION: B250003CMR - Disaster Environmental Remediation**

**Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting PRICING**

Pricing shall be inclusive of all labor, equipment, 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.

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

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

**DISASTER ENVIRONMENTAL REMEDIATION- YEAR 2**

**A1-Mobilization**

Item	Description	Unit of	Estimated	Unit Price	Extended
A1A	Mobilization 5-Stage Decon (shower & loadout)	Per Job	1	3,876.00	\$ 3,876.00
A1B	Mobilization 3-Stage Decon (shower & loadout)	Per Job	1	3,570.00	\$ 3,570.00
A1C	Mobilization 3-Stage Decon (dry & loadout)	Per Job	1	3,264.00	\$ 3,264.00
A1D	Mobilization 2-Stage Mini Decon (wood)	Per Job	1	2,550.00	\$ 2,550.00
A1E	Mobilization 2-Stage Mini Decon (poly)	Per Job	1	1,836.00	\$ 1,836.00
A1F	Mobilization 1-Stage Mini Decon (poly or wood)	Per Job	1	1,020.00	\$ 1,020.00
A1G	Mobilization (No Decon) Includes decon wash	Per Job	1	1,122.00	\$ 1,122.00
<b>SUBTOTAL: Mobilization</b>					<b>\$ 17,238.00</b>

**A2- Additional Decontamination Units in Excess of Initial Mobilization**

Item	Description	Unit of	Estimated	Unit Price	Extended
A2A	Five Stage Decon (shower and load out)	Per Decon	1	3,060.00	\$ 3,060.00
A2B	Three Stage Decon (shower and loadout)	Per Decon	1	2,550.00	\$ 2,550.00
A2C	Three Stage Decon (dry and Loadout)	Per Decon	1	2,040.00	\$ 2,040.00
A2D	Two Stage mini Decon (wood)	Per Decon	1	1,836.00	\$ 1,836.00
A2E	Two Stage Decon (poly or pop up)	Per Decon	1	1,530.00	\$ 1,530.00
A2F	One Stage Decon (poly or pop up)	Per Decon	1	1,020.00	\$ 1,020.00
A2G	Additional Decontamination Station	Per Station	1	1,020.00	\$ 1,020.00
<b>SUBTOTAL: Additional Decontamination</b>					<b>\$ 13,056.00</b>

**A3- Emergency Response (mobilize in 24 or 48 hours)**

Item	Description	Unit of	Estimated	Unit Price	Extended
A3A	Emergency Response Surcharge - Priority 1	Per Job	1	306.00	\$ 306.00
A3B	Emergency Response Surcharge - Priority 2	Per Job	1	408.00	\$ 408.00
A3C	Emergency Response Surcharge - Priority 3	Per Job	1	510.00	\$ 510.00
<b>SUBTOTAL: Emergency Response</b>					<b>\$ 1,224.00</b>

**A5- Additional Barrier Protection**

Item	Description	Unit of	Estimated	Unit Price	Extended
A5A	Soft Barrier - 6 mil poly	Roll	1	56.10	\$ 56.10
A5B	Soft Barrier - Install and remove Poly barrier on	SF	1	1.02	\$ 1.02
A5C	Curtain Barrier (no wood framing or pvc)	SF	1	0.58	\$ 0.58
A5D	Reinforced 6 mil poly	Roll	1	158.10	\$ 158.10
A5E	Hard Barrier - Install and remove	SF	1	1.34	\$ 1.34
A5F	Soft Barrier Full Containment	LF	1	1.23	\$ 1.23
A5G	Soft Barrier Partial Containment One side & poly	LF	1	3.06	\$ 3.06
A5H	Hard Barrier Full Containment Two Wood Sides &	LF	1	8.16	\$ 8.16
A5I	Containment Partial Two Sides Wood & Poly	LF	1	3.57	\$ 3.57
A5J	Containment Partial One Side Wood & Wood	LF	1	8.16	\$ 8.16
A5K	Containment Partial One Side & Poly Roof (min.	LF	1	2.69	\$ 2.69
A5L	Relocatable Building Enclosure (Hard Barrier	LF	1	3.06	\$ 3.06
A5M	Inspection Window	EA	1	5.10	\$ 5.10
A5N	Floor Protection/Ram Board or Equivalent	SF	1	0.70	\$ 0.70

SUBTOTAL: Additional Barrier Protection					\$	252.87
B1- Mold Contaminated Materials (surface cleaning activates and surface preparation)						
Item	Description	Unit of	Estimated	Unit Price	Extended	
B1A	Mold Surface (Spot) Cleaning and	SF	1	0.92	\$ 0.92	
B1B	Mold General Clean-up (Heavv FF&E/Storage)	SF	1	1.02	\$ 1.02	
B1C	Mold General Clean-up (Heavy FF&E/Storage)	SF	1	0.92	\$ 0.92	
B1D	Mold General Clean-up (All Surfaces <1000 SF)	SF	1	0.66	\$ 0.66	
B1E	Mold General Clean-up (All Surfaces >1000 SF)	SF	1	0.46	\$ 0.46	
B1F	Mold General Clean-up (Horizontal Surfaces	SF	1	0.69	\$ 0.69	
B1G	Mold General Clean-up (Horizontal Surfaces	SF	1	0.61	\$ 0.61	
B1H	Mold General Clean-up (Remove & Reinstall)	Per Vent	1	56.10	\$ 56.10	
B1I	Mold General Clean-up Seating	Per Seat	1	35.31	\$ 35.31	
B1J	Anti-Microbial Paint Application Surface	SF	1	1.62	\$ 1.62	
B1K	Anti-Microbial Paint Airless Application Surface	SF	1	0.47	\$ 0.47	
SUBTOTAL: Mold Contaminated Materials (surface cleaning activates and surface preparation)					\$	98.78
B2- Mold Contaminated Materials (Remediation)						
Item	Description	Unit of	Estimated	Unit Price	Extended	
B2A	Remove Mold Contaminated Acoustic Ceiling Tile	SF	1	1.00	\$ 1.00	
B2B	Remove Mold Contaminated Flooring (tile, wood,	SF	1	1.96	\$ 1.96	
B2C	Remove Mold Contaminated Carpet (Glue-Down	SF	1	1.71	\$ 1.71	
B2D	Remove Mold Contaminated Carpet (Tack &	SF	1	1.31	\$ 1.31	
B2E	Remove Mold Contaminated Drywall (Excludes	SF	1	1.60	\$ 1.60	
B2F	Remove Mold Contaminated Wall or Ceiling	SF	1	0.84	\$ 0.84	
B2G	Remove Mold Contaminated Batt or Board	SF	1	0.49	\$ 0.49	
B2H	Remove Mold Contaminated HVAC Duct	SF	1	1.26	\$ 1.26	
B2I	Remove / Drop Mold Contaminated HVAC	LF	1	51.00	\$ 51.00	
B2J	Remove Mold Contaminated Cabinetry or	LF	1	13.10	\$ 13.10	
B2K	Surface Fogging/Misting, Occupied Spaces,	SF of Floor	1	0.10	\$ 0.10	
B2L	Removal of Mold Contaminated Substrate	SF	1	2.79	\$ 2.79	
B2M	Remove Mold Contamination to Specialized	SF	1	2.15	\$ 2.15	
SUBTOTAL: Mold Contaminated Materials (Remediation)					\$	79.31
C1- Water Damage Remediation (Extraction, Dry out, Remediation)						
Item	Description	Unit of	Estimated	Unit Price	Extended	
C1A	Water Extraction: Category 1	SF	1	0.29	\$ 0.29	
C1B	Water Extraction: Category 2	SF	1	0.50	\$ 0.50	
C1C	Water Extraction: Category 3	SF	1	0.92	\$ 0.92	
C1D	Dry Out	SF	1	0.96	\$ 0.96	
C1E	Remove Water Saturated Drywall	SF	1	2.04	\$ 2.04	
C1F	Remove Water Saturated Wall and Ceiling	SF	1	2.04	\$ 2.04	
C1G	Remove Water Saturated Wall and Ceiling	SF	1	1.22	\$ 1.22	
C1H	Remove Water Saturated HVAC Duct Insulation	SF	1	2.04	\$ 2.04	
C1I	Remove Water Saturated Ceiling Tile	SF	1	1.94	\$ 1.94	
C1J	Remove Water Saturated Flooring (tile, wood, lvt,	SF	1	3.06	\$ 3.06	
C1K	Remove Water Saturated Carpet (glue down)	SF	1	0.74	\$ 0.74	
C1L	Remove Water Saturated Carpet (tack and	SF	1	1.16	\$ 1.16	
C1M	Remove Water Saturated Substrate	SF	1	1.53	\$ 1.53	
C1N	Remove Water Saturated to Specialized Drywall	SF	1	2.45	\$ 2.45	
SUBTOTAL: Water Damage Remediation (Extraction, Dry out, Remediation)					\$	20.89
BID SUMMARY						
YEAR 2 DISASTER TOTAL:				\$31,969.85		
YEAR 2 TOTAL: Thirty-one thousand, nine hundred sixty-nine dollars and eighty-five cents						
(Use Words to Write Total)						
**Quantities are not guaranteed. Final payment will be based on actual quantities.						
Not part of the Basis of Award						
A4- Additional Equipment Cost (Year 2)						
Item	Description	Unit of	Estimated	Unit Price	Extended	
A4A	Additional Temporary power	EA	1	2,244.00	\$ 2,244.00	
A4B	Generator (6500 watts) Receipts for fuel required	Day	1	104.75	\$ 104.75	
A4C	Generator (6500 watts) Receipts for fuel required	Week	1	419.10	\$ 419.10	
A4D	Generator (6500 watts) Receipts for fuel required	Month	1	1,676.39	\$ 1,676.39	
A4E	Pressure Washer (3500 - 4400 PSI Min) Receipts	Day	1	224.40	\$ 224.40	
A4F	Pressure Washer (4400 PSI Min) Receipts for	Week	1	897.60	\$ 897.60	
A4G	Pressure Washer (4400 PSI Min) Receipts for	Month	1	3,590.40	\$ 3,590.40	
A4H	Steam Carpet Extractor & Upholstery Cleaner	Day	1	153.00	\$ 153.00	
A4I	Steam Carpet Extractor & Upholstery Cleaner	Week	1	612.00	\$ 612.00	
A4J	Steam Carpet Extractor & Upholstery Cleaner	Month	1	2,448.00	\$ 2,448.00	
A4K	Scaffold 15' High 5" x 7'	Day	1	35.70	\$ 35.70	
A4L	Scaffold 15' High 5" x 7'	Week	1	71.40	\$ 71.40	







**PROCUREMENT MANAGEMENT DEPARTMENT**  
**ADDENDUM 3 REVISED- YEAR 3 DISASTER PRICING**

**COMPANY NAME:** \_\_\_\_\_

**SOLICITATION:** **B250003CMR - Disaster Environmental Remediation**

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

Pricing shall be inclusive of all labor, equipment, 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.

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

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

**DISASTER ENVIRONMENTAL REMEDIATION- YEAR 3**

**A1-Mobilization**

Item	Description	Unit of	Estimated	Unit Price	Extended
A1A	Mobilization 5-Stage Decon (shower & loadout)	Per Job	1	3,953.52	\$ 3,953.52
A1B	Mobilization 3-Stage Decon (shower & loadout)	Per Job	1	3,641.10	\$ 3,641.10
A1C	Mobilization 3-Stage Decon (dry & loadout)	Per Job	1	3,329.29	\$ 3,329.29
A1D	Mobilization 2-Stage Mini Decon (wood)	Per Job	1	2,601.00	\$ 2,601.00
A1E	Mobilization 2-Stage Mini Decon (poly)	Per Job	1	1,872.72	\$ 1,872.72
A1F	Mobilization 1-Stage Mini Decon (poly or wood)	Per Job	1	1,040.40	\$ 1,040.40
A1G	Mobilization (No Decon) Includes decon wash	Per Job	1	1,144.44	\$ 1,144.44
<b>SUBTOTAL: Mobilization</b>					<b>\$ 17,582.47</b>

**A2- Additional Decontamination Units in Excess of Initial Mobilization**

Item	Description	Unit of	Estimated	Unit Price	Extended
A2A	Five Stage Decon (shower and load out)	Per Decon	1	3,121.20	\$ 3,121.20
A2B	Three Stage Decon (shower and loadout)	Per Decon	1	2,601.00	\$ 2,601.00
A2C	Three Stage Decon (dry and Loadout)	Per Decon	1	2,080.80	\$ 2,080.80
A2D	Two Stage mini Decon (wood)	Per Decon	1	1,872.72	\$ 1,872.72
A2E	Two Stage Decon (poly or pop up)	Per Decon	1	1,560.60	\$ 1,560.60
A2F	One Stage Decon (poly or pop up)	Per Decon	1	1,040.40	\$ 1,040.40
A2G	Additional Decontamination Station	Per Station	1	1,040.40	\$ 1,040.40
<b>SUBTOTAL: Additional Decontamination</b>					<b>\$ 13,317.12</b>

**A3- Emergency Response (mobilize in 24 or 48 hours)**

Item	Description	Unit of	Estimated	Unit Price	Extended
A3A	Emergency Response Surcharge - Priority 1	Per Job	1	312.12	\$ 312.12
A3B	Emergency Response Surcharge - Priority 2	Per Job	1	416.16	\$ 416.16
A3C	Emergency Response Surcharge - Priority 3	Per Job	1	520.20	\$ 520.20
<b>SUBTOTAL: Emergency Response</b>					<b>\$ 1,248.48</b>

**A5- Additional Barrier Protection**

Item	Description	Unit of	Estimated	Unit Price	Extended
A5A	Soft Barrier - 6 mil poly	Roll	1	57.22	\$ 57.22
A5B	Soft Barrier - Install and remove Poly barrier on	SF	1	1.04	\$ 1.04
A5C	Curtain Barrier (no wood framing or pvc)	SF	1	0.59	\$ 0.59
A5D	Reinforced 6 mil poly	Roll	1	161.26	\$ 161.26
A5E	Hard Barrier - Install and remove	SF	1	1.36	\$ 1.36
A5F	Soft Barrier Full Containment	LF	1	1.26	\$ 1.26
A5G	Soft Barrier Partial Containment One side & poly	LF	1	3.12	\$ 3.12
A5H	Hard Barrier Full Containment Two Wood Sides &	LF	1	8.32	\$ 8.32
A5I	Containment Partial Two Sides Wood & Poly	LF	1	3.64	\$ 3.64
A5J	Containment Partial One Side Wood & Wood	LF	1	8.32	\$ 8.32
A5K	Containment Partial One Side & Poly Roof (min.	LF	1	2.75	\$ 2.75
A5L	Relocatable Building Enclosure (Hard Barrier	LF	1	3.12	\$ 3.12



A5M	Inspection Window	EA	1	5.20	\$	5.20
A5N	Floor Protection/Ram Board or Equivalent	SF	1	0.72	\$	0.72
<b>SUBTOTAL: Additional Barrier Protection</b>						<b>\$ 257.92</b>

**B1- Mold Contaminated Materials (surface cleaning activates and surface preparation)**

Item	Description	Unit of	Estimated	Unit Price		Extended
B1A	Mold Surface (Spot) Cleaning and	SF	1	0.93	\$	0.93
B1B	Mold General Clean-up (Heavy FF&E/Storage)	SF	1	1.04	\$	1.04
B1C	Mold General Clean-up (Heavy FF&E/Storage)	SF	1	0.93	\$	0.93
B1D	Mold General Clean-up (All Surfaces <1000 SF)	SF	1	0.68	\$	0.68
B1E	Mold General Clean-up (All Surfaces >1000 SF)	SF	1	0.47	\$	0.47
B1F	Mold General Clean-up (Horizontal Surfaces)	SF	1	0.71	\$	0.71
B1G	Mold General Clean-up (Horizontal Surfaces)	SF	1	0.62	\$	0.62
B1H	Mold General Clean-up (Remove & Reinstall)	Per Vent	1	57.22	\$	57.22
B1I	Mold General Clean-up Sealing	Per Seat	1	36.02	\$	36.02
B1J	Anti-Microbial Paint Application Surface	SF	1	1.65	\$	1.65
B1K	Anti-Microbial Paint <b>Airless</b> Application Surface	SF	1	0.48	\$	0.48
<b>SUBTOTAL: Mold Contaminated Materials (surface cleaning activates and surface preparation)</b>						<b>\$ 100.75</b>

**B2- Mold Contaminated Materials (Remediation)**

Item	Description	Unit of	Estimated	Unit Price		Extended
B2A	Remove Mold Contaminated Acoustic Ceiling Tile	SF	1	1.02	\$	1.02
B2B	Remove Mold Contaminated Flooring (tile, wood,	SF	1	1.99	\$	1.99
B2C	Remove Mold Contaminated Carpet (Glue-Down	SF	1	1.75	\$	1.75
B2D	Remove Mold Contaminated Carpet (Tack &	SF	1	1.33	\$	1.33
B2E	Remove Mold Contaminated Drywall (Excludes	SF	1	1.63	\$	1.63
B2F	Remove Mold Contaminated Wall or Ceiling	SF	1	0.85	\$	0.85
B2G	Remove Mold Contaminated Batt or Board	SF	1	0.50	\$	0.50
B2H	Remove Mold Contaminated HVAC Duct	SF	1	1.29	\$	1.29
B2I	Remove / Drop Mold Contaminated HVAC	LF	1	52.02	\$	52.02
B2J	Remove Mold Contaminated Cabinetry or	LF	1	13.36	\$	13.36
B2K	Surface Fogging/Misting, Occupied Spaces,	SF of Floor	1	0.11	\$	0.11
B2L	Removal of Mold Contaminated Substrate	SF	1	2.85	\$	2.85
B2M	Remove Mold Contamination to Specialized	SF	1	2.20	\$	2.20
<b>SUBTOTAL: Mold Contaminated Materials (Remediation)</b>						<b>\$ 80.90</b>

**C1- Water Damage Remediation (Extraction, Dry out, Remediation)**

Item	Description	Unit of	Estimated	Unit Price		Extended
C1A	Water Extraction: Category 1	SF	1	0.30	\$	0.30
C1B	Water Extraction: Category 2	SF	1	0.51	\$	0.51
C1C	Water Extraction: Category 3	SF	1	0.94	\$	0.94
C1D	Dry Out	SF	1	0.98	\$	0.98
C1E	Remove Water Saturated Drywall	SF	1	2.08	\$	2.08
C1F	Remove Water Saturated Wall and Ceiling	SF	1	2.08	\$	2.08
C1G	Remove Water Saturated Wall and Ceiling	SF	1	1.25	\$	1.25
C1H	Remove Water Saturated HVAC Duct Insulation	SF	1	2.08	\$	2.08
C1I	Remove Water Saturated Ceiling Tile	SF	1	1.98	\$	1.98
C1J	Remove Water Saturated Flooring (tile, wood, lvt,	SF	1	3.12	\$	3.12
C1K	Remove Water Saturated Carpet (glue down)	SF	1	0.76	\$	0.76
C1L	Remove Water Saturated Carpet (tack and	SF	1	1.19	\$	1.19
C1M	Remove Water Saturated Substrate	SF	1	1.56	\$	1.56
C1N	Remove Water Saturated to Specialized Drywall	SF	1	2.50	\$	2.50
<b>SUBTOTAL: Water Damage Remediation (Extraction, Dry out, Remediation)</b>						<b>\$ 21.33</b>

**BID SUMMARY**

<b>YEAR 3 DISASTER TOTAL:</b>	<b>\$32,608.97</b>
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**YEAR 3 TOTAL: Thirty-two thousand, six hundred eight dollars and ninety-seven cents**

(Use Words to Write Total)

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

**Not part of the Basis of Award****A4- Additional Equipment Cost (Year 3)**

Item	Description	Unit of	Estimated	Unit Price		Extended
A4A	Additional Temporary power	EA	1	2,288.88	\$	2,288.88
A4B	Generator (6500 watts) Receipts for fuel required	Day	1	106.87	\$	106.87
A4C	Generator (6500 watts) Receipts for fuel required	Week	1	427.48	\$	427.48
A4D	Generator (6500 watts) Receipts for fuel required	Month	1	1,709.92	\$	1,709.92
A4E	Pressure Washer (3500 - 4400 PSI Min) Receipts	Day	1	228.88	\$	228.88
A4F	Pressure Washer (4400 PSI Min) Receipts for	Week	1	915.55	\$	915.55
A4G	Pressure Washer (4400 PSI Min) Receipts for	Month	1	3,662.20	\$	3,662.20





**PROCUREMENT MANAGEMENT DEPARTMENT**  
**ADDENDUM 3 REVISED- YEAR 1 CATASTROPHIC PRICING**

**COMPANY NAME:** \_\_\_\_\_

**SOLICITATION:** **B250003CMR - Disaster Environmental Remediation**

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, 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.

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

**PLEASE ENSURE** you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the

**CATASTROPHIC DISASTER ENVIRONMENTAL REMEDIATION- YEAR 1**

**A1-Mobilization**

Item	Description	Unit of	Estimated	Unit Price	Extended
A1A	Mobilization 5-Stage Decon (shower & loadout)	Per Job	1	3990	\$ 3,990.00
A1B	Mobilization 3-Stage Decon (shower & loadout)	Per Job	1	3675	\$ 3,675.00
A1C	Mobilization 3-Stage Decon (dry & loadout)	Per Job	1	3360	\$ 3,360.00
A1D	Mobilization 2-Stage Mini Decon (wood)	Per Job	1	2625	\$ 2,625.00
A1E	Mobilization 2-Stage Mini Decon (poly)	Per Job	1	1890	\$ 1,890.00
A1F	Mobilization 1-Stage Mini Decon (poly or wood)	Per Job	1	1050	\$ 1,050.00
A1G	Mobilization (No Decon) Includes decon wash station	Per Job	1	1155	\$ 1,155.00
<b>SUBTOTAL: Mobilization</b>				<b>\$</b>	<b>17,745.00</b>

**A2- Additional Decontamination Units in Excess of Initial Mobilization**

Item	Description	Unit of	Estimated	Unit Price	Extended
A2A	Five Stage Decon (shower and load out)	Per Decon	1	3150	\$ 3,150.00
A2B	Three Stage Decon (shower and loadout)	Per Decon	1	2625	\$ 2,625.00
A2C	Three Stage Decon (dry and Loadout)	Per Decon	1	2100	\$ 2,100.00
A2D	Two Stage mini Decon (wood)	Per Decon	1	1890	\$ 1,890.00
A2E	Two Stage Decon (poly or pop up)	Per Decon	1	1575	\$ 1,575.00
A2F	One Stage Decon (poly or pop up)	Per Decon	1	1050	\$ 1,050.00
A2G	Additional Decontamination Station	Per Station	1	1050	\$ 1,050.00
<b>SUBTOTAL: Additional Decontamination</b>				<b>\$</b>	<b>13,440.00</b>

**A3- Emergency Response (mobilize in 24 or 48 hours)**

Item	Description	Unit of	Estimated	Unit Price	Extended
A3A	Emergency Response Surcharge - Priority 1	Per Job	1	315	\$ 315.00
A3B	Emergency Response Surcharge - Priority 2	Per Job	1	420	\$ 420.00
A3C	Emergency Response Surcharge - Priority 3	Per Job	1	525	\$ 525.00
<b>SUBTOTAL: Emergency Response</b>				<b>\$</b>	<b>1,260.00</b>

**A5- Additional Barrier Protection**

Item	Description	Unit of	Estimated	Unit Price	Extended
A5A	Soft Barrier - 6 mil poly	Roll	1	57.75	\$ 57.75
A5B	Soft Barrier - Install and remove Poly barrier on wood	SF	1	1.05	\$ 1.05
A5C	Curtain Barrier (no wood framing or pvc)	SF	1	0.58	\$ 0.58
A5D	Reinforced 6 mil poly	Roll	1	162.75	\$ 162.75
A5E	Hard Barrier - Install and remove	SF	1	1.37	\$ 1.37
A5F	Soft Barrier Full Containment	LF	1	1.27	\$ 1.27
A5G	Soft Barrier Partial Containment One side & poly roof	LF	1	3.15	\$ 3.15
A5H	Hard Barrier Full Containment Two Wood Sides &	LF	1	8.4	\$ 8.40
A5I	Containment Partial Two Sides Wood & Poly Roof	LF	1	3.67	\$ 3.67
A5J	Containment Partial One Side Wood & Wood Roof	LF	1	8.4	\$ 8.40
A5K	Containment Partial One Side & Poly Roof (min. of 6	LF	1	2.77	\$ 2.77
A5L	Relocatable Building Enclosure (Hard Barrier Floors,	LF	1	3.15	\$ 3.15

A5M	Inspection Window	EA	1	5.25	\$	5.25
A5N	Floor Protection/Ram Board or Equivalent	SF	1	0.72	\$	0.72
SUBTOTAL: Additional Barrier Protection					\$	260.28
B1- Mold Contaminated Materials (surface cleaning activates and surface preparation)						
Item	Description	Unit of	Estimated	Unit Price	Extended	
B1A	Mold Surface (Spot) Cleaning and decontamination	SF	1	\$ 0.94	\$	0.94
B1B	Mold General Clean-up (Heavy FF&E/Storage)	SF	1	\$ 1.05	\$	1.05
B1C	Mold General Clean-up (Heavy FF&E/Storage)	SF	1	\$ 0.94	\$	0.94
B1D	Mold General Clean-up (All Surfaces <1000 SF)	SF	1	\$ 0.68	\$	0.68
B1E	Mold General Clean-up (All Surfaces >1000 SF)	SF	1	\$ 0.47	\$	0.47
B1F	Mold General Clean-up (Horizontal Surfaces <1000	SF	1	\$ 0.71	\$	0.71
B1G	Mold General Clean-up (Horizontal Surfaces >1000	SF	1	\$ 0.63	\$	0.63
B1H	Mold General Clean-up (Remove & Reinstall) HVAC	Per Vent	1	\$ 57.75	\$	57.75
B1I	Mold General Clean-up Seating	Per Seat	1	\$ 36.35	\$	36.35
B1J	Anti-Microbial Paint Application Surface	SF	1	\$ 1.67	\$	1.67
B1K	Anti-Microbial Paint Airless Application Surface	SF	1	\$ 0.48	\$	0.48
SUBTOTAL: Mold Contaminated Materials (surface cleaning activates and surface preparation)					\$	101.67
B2- Mold Contaminated Materials (Remediation)						
Item	Description	Unit of	Estimated	Unit Price	Extended	
B2A	Remove Mold Contaminated Acoustic Ceiling Tile	SF	1	\$ 1.03	\$	1.03
B2B	Remove Mold Contaminated Flooring (tile, wood, lvt,	SF	1	\$ 2.01	\$	2.01
B2C	Remove Mold Contaminated Carpet (Glue-Down	SF	1	\$ 1.76	\$	1.76
B2D	Remove Mold Contaminated Carpet (Tack & Padding	SF	1	\$ 1.34	\$	1.34
B2E	Remove Mold Contaminated Drywall (Excludes	SF	1	\$ 1.64	\$	1.64
B2F	Remove Mold Contaminated Wall or Ceiling	SF	1	\$ 0.86	\$	0.86
B2G	Remove Mold Contaminated Batt or Board Insulation	SF	1	\$ 0.50	\$	0.50
B2H	Remove Mold Contaminated HVAC Duct Insulation –	SF	1	\$ 1.30	\$	1.30
B2I	Remove / Drop Mold Contaminated HVAC Ductwork	LF	1	\$ 52.20	\$	52.20
B2J	Remove Mold Contaminated Cabinetry or Shelving	LF	1	\$ 13.48	\$	13.48
B2K	Surface Fogging/Misting, Occupied Spaces,	SF of Floor	1	\$ 0.10	\$	0.10
B2L	Removal of Mold Contaminated Substrate	SF	1	\$ 2.88	\$	2.88
B2M	Remove Mold Contamination to Specialized Drywall	SF	1	\$ 2.21	\$	2.21
SUBTOTAL: Mold Contaminated Materials (Remediation)					\$	81.31
C1- Water Damage Remediation (Extraction, Dry out, Remediation)						
Item	Description	Unit of	Estimated	Unit Price	Extended	
C1A	Water Extraction: Category 1	SF	1	\$ 0.29	\$	0.29
C1B	Water Extraction: Category 2	SF	1	\$ 0.51	\$	0.51
C1C	Water Extraction: Category 3	SF	1	\$ 0.95	\$	0.95
C1D	Dry Out	SF	1	\$ 0.99	\$	0.99
C1E	Remove Water Saturated Drywall	SF	1	\$ 2.10	\$	2.10
C1F	Remove Water Saturated Wall and Ceiling Coverings	SF	1	\$ 2.10	\$	2.10
C1G	Remove Water Saturated Wall and Ceiling Insulation	SF	1	\$ 1.26	\$	1.26
C1H	Remove Water Saturated HVAC Duct Insulation	SF	1	\$ 2.10	\$	2.10
C1I	Remove Water Saturated Ceiling Tile	SF	1	\$ 1.99	\$	1.99
C1J	Remove Water Saturated Flooring (tile, wood, lvt, lvp	SF	1	\$ 3.15	\$	3.15
C1K	Remove Water Saturated Carpet (glue down)	SF	1	\$ 0.76	\$	0.76
C1L	Remove Water Saturated Carpet (tack and padding)	SF	1	\$ 1.19	\$	1.19
C1M	Remove Water Saturated Substrate	SF	1	\$ 1.57	\$	1.57
C1N	Remove Water Saturated to Specialized Drywall (i.e.	SF	1	\$ 2.52	\$	2.52
SUBTOTAL: Water Damage Remediation (Extraction, Dry out, Remediation)					\$	21.48
BID SUMMARY						
YEAR 1 CATASTROPHIC TOTAL:				\$32,909.74		
Thirty-two thousand, nine hundred nine dollars and seventy-four cents						
(Use Words to Write Total)						
**Quantities are not guaranteed. Final payment will be based on actual quantities.						
Not part of the Basis of Award						
A4- Additional Equipment Cost						
Item	Description	Unit of	Estimated	Unit Price	Extended	
A4A	Additional Temporary power	EA	1	\$ 2,310.00	\$	2,310.00
A4B	Generator (6500 watts) Receipts for fuel required	Day	1	\$ 107.85	\$	107.85
A4C	Generator (6500 watts) Receipts for fuel required	Week	1	\$ 431.69	\$	431.69
A4D	Generator (6500 watts) Receipts for fuel required	Month	1	\$ 1,725.69	\$	1,725.69
A4E	Pressure Washer (3500 - 4400 PSI Min) Receipts for	Day	1	\$ 231.00	\$	231.00
A4F	Pressure Washer (4400 PSI Min) Receipts for fuel	Week	1	\$ 924.00	\$	924.00
A4G	Pressure Washer (4400 PSI Min) Receipts for fuel	Month	1	\$ 3,696.00	\$	3,696.00
A4H	Steam Carpet Extractor & Upholstery Cleaner	Day	1	\$ 157.50	\$	157.50

A4I	Steam Carpet Extractor & Upholstery Cleaner	Week	1	\$ 630.00	\$ 630.00
A4J	Steam Carpet Extractor & Upholstery Cleaner	Month	1	\$ 2,520.00	\$ 2,520.00
A4K	Scaffold 15' High 5" x 7'	Day	1	\$ 36.75	\$ 36.75
A4L	Scaffold 15' High 5" x 7'	Week	1	\$ 73.50	\$ 73.50
A4M	Scaffold 15' High 5" x 7'	Month	1	\$ 126.00	\$ 126.00
A4N	Equipment for Bio-Hazard Cleaning - Hydroxide	Day	1	\$ 189.00	\$ 189.00
A4O	Truck mount desiccant dehumidifier	Hourly	1	\$ 1,025.50	\$ 1,025.50
A4P	Dehumidifier- Desiccant 500-700 CFM	Day	1	\$ 840.00	\$ 840.00
A4Q	Dehumidifier- Desiccant 1000-2500 CFM	Day	1	\$ 1,365.00	\$ 1,365.00
A4R	Dehumidifier- Desiccant 5000-8900 CFM	Day	1	\$ 1,779.75	\$ 1,779.75
A4S	Air Movers	Day	1	\$ 31.50	\$ 31.50
A4T	Air Scrubbers Small	Day	1	\$ 84.00	\$ 84.00
A4U	Air Scrubbers Large	Day	1	\$ 115.50	\$ 115.50
A4V	O-zone Devices	Day	1	\$ 105.00	\$ 105.00
A4W	Truck Mounted Water Extractor	Day	1	\$ 244.91	\$ 244.91
A4X	Truck Mounted Water Extractor	Week	1	\$ 979.65	\$ 979.65
A4Y	Truck Mounted Water Extractor	Month	1	\$ 3,673.68	\$ 3,673.68
<b>Additional Equipment Cost Total:</b>					<b>\$ 23,403.47</b>



**PROCUREMENT MANAGEMENT DEPARTMENT**  
**ADDENDUM 3 REVISED- YEAR 2 CATASTROPHIC PRICING**

**COMPANY**

**SOLICITATION: B250003CMR - Disaster Environmental Remediation**

**Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting PRICING**

Pricing shall be inclusive of all labor, equipment, 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.

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

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

**CATASTROPHIC DISASTER ENVIRONMENTAL REMEDIATION- YEAR 2**

**A1-Mobilization**

Item	Description	Unit of	Estimated	Unit Price	Extended
A1A	Mobilization 5-Stage Decon (shower & loadout)	Per Job	1	\$ 4,189.50	\$ 4,189.50
A1B	Mobilization 3-Stage Decon (shower & loadout)	Per Job	1	\$ 3,858.75	\$ 3,858.75
A1C	Mobilization 3-Stage Decon (dry & loadout)	Per Job	1	\$ 3,528.00	\$ 3,528.00
A1D	Mobilization 2-Stage Mini Decon (wood)	Per Job	1	\$ 2,756.25	\$ 2,756.25
A1E	Mobilization 2-Stage Mini Decon (poly)	Per Job	1	\$ 1,984.50	\$ 1,984.50
A1F	Mobilization 1-Stage Mini Decon (poly or wood)	Per Job	1	\$ 1,102.50	\$ 1,102.50
A1G	Mobilization (No Decon) Includes decon wash	Per Job	1	\$ 1,212.75	\$ 1,212.75
<b>SUBTOTAL: Mobilization</b>					<b>\$ 18,632.25</b>

**A2- Additional Decontamination Units in Excess of Initial Mobilization**

Item	Description	Unit of	Estimated	Unit Price	Extended
A2A	Five Stage Decon (shower and load out)	Per Decon	1	\$ 3,307.50	\$ 3,307.50
A2B	Three Stage Decon (shower and loadout)	Per Decon	1	\$ 2,756.25	\$ 2,756.25
A2C	Three Stage Decon (dry and Loadout)	Per Decon	1	\$ 2,205.00	\$ 2,205.00
A2D	Two Stage mini Decon (wood)	Per Decon	1	\$ 1,984.50	\$ 1,984.50
A2E	Two Stage Decon (poly or pop up)	Per Decon	1	\$ 1,653.75	\$ 1,653.75
A2F	One Stage Decon (poly or pop up)	Per Decon	1	\$ 1,102.50	\$ 1,102.50
A2G	Additional Decontamination Station	Per Station	1	\$ 1,102.50	\$ 1,102.50
<b>SUBTOTAL: Additional Decontamination</b>					<b>\$ 14,112.00</b>

**A3- Emergency Response (mobilize in 24 or 48 hours)**

Item	Description	Unit of	Estimated	Unit Price	Extended
A3A	Emergency Response Surcharge - Priority 1	Per Job	1	\$ 330.75	\$ 330.75
A3B	Emergency Response Surcharge - Priority 2	Per Job	1	\$ 441.00	\$ 441.00
A3C	Emergency Response Surcharge - Priority 3	Per Job	1	\$ 551.25	\$ 551.25
<b>SUBTOTAL: Emergency Response</b>					<b>\$ 1,323.00</b>

**A5- Additional Barrier Protection**

Item	Description	Unit of	Estimated	Unit Price	Extended
A5A	Soft Barrier - 6 mil poly	Roll	1	\$ 60.63	\$ 60.63
A5B	Soft Barrier - Install and remove Poly barrier on	SF	1	\$ 1.10	\$ 1.10
A5C	Curtain Barrier (no wood framing or pvc)	SF	1	\$ 0.61	\$ 0.61
A5D	Reinforced 6 mil poly	Roll	1	\$ 170.88	\$ 170.88
A5E	Hard Barrier - Install and remove	SF	1	\$ 1.44	\$ 1.44
A5F	Soft Barrier Full Containment	LF	1	\$ 1.33	\$ 1.33
A5G	Soft Barrier Partial Containment One side & poly	LF	1	\$ 3.30	\$ 3.30
A5H	Hard Barrier Full Containment Two Wood Sides &	LF	1	\$ 8.82	\$ 8.82
A5I	Containment Partial Two Sides Wood & Poly	LF	1	\$ 3.85	\$ 3.85
A5J	Containment Partial One Side Wood & Wood	LF	1	\$ 8.82	\$ 8.82
A5K	Containment Partial One Side & Poly Roof (min.	LF	1	\$ 2.91	\$ 2.91
A5L	Relocatable Building Enclosure (Hard Barrier	LF	1	\$ 3.30	\$ 3.30
A5M	Inspection Window	EA	1	\$ 5.51	\$ 5.51
A5N	Floor Protection/Ram Board or Equivalent	SF	1	\$ 0.76	\$ 0.76



1. \$ 273.26					
B1- Mold Contaminated Materials (surface cleaning activities and surface preparation)					
Item	Description	Unit of	Estimated	Unit Price	Extended
B1A	Mold Surface (Spot) Cleaning and	SF	1	\$ 0.99	\$ 0.99
B1B	Mold General Clean-up (Heavy FF&E/Storage)	SF	1	\$ 1.10	\$ 1.10
B1C	Mold General Clean-up (Heavy FF&E/Storage)	SF	1	\$ 0.99	\$ 0.99
B1D	Mold General Clean-up (All Surfaces <1000 SF)	SF	1	\$ 0.71	\$ 0.71
B1E	Mold General Clean-up (All Surfaces >1000 SF)	SF	1	\$ 0.49	\$ 0.49
B1F	Mold General Clean-up (Horizontal Surfaces	SF	1	\$ 0.74	\$ 0.74
B1G	Mold General Clean-up (Horizontal Surfaces	SF	1	\$ 0.66	\$ 0.66
B1H	Mold General Clean-up (Remove & Reinstall)	Per Vent	1	\$ 60.63	\$ 60.63
B1I	Mold General Clean-up Seating	Per Seat	1	\$ 38.10	\$ 38.10
B1J	Anti-Microbial Paint Application Surface	SF	1	\$ 1.75	\$ 1.75
B1K	Anti-Microbial Paint Airless Application Surface	SF	1	\$ 0.50	\$ 0.50
SUBTOTAL: Mold Contaminated Materials (surface cleaning activities and surface preparation)					\$ 106.66
B2- Mold Contaminated Materials (Remediation)					
Item	Description	Unit of	Estimated	Unit Price	Extended
B2A	Remove Mold Contaminated Acoustic Ceiling Tile	SF	1	\$ 1.09	\$ 1.09
B2B	Remove Mold Contaminated Flooring (tile, wood,	SF	1	\$ 2.11	\$ 2.11
B2C	Remove Mold Contaminated Carpet (Glue-Down	SF	1	\$ 1.85	\$ 1.85
B2D	Remove Mold Contaminated Carpet (Tack &	SF	1	\$ 1.41	\$ 1.41
B2E	Remove Mold Contaminated Drywall (Excludes	SF	1	\$ 1.73	\$ 1.73
B2F	Remove Mold Contaminated Wall or Ceiling	SF	1	\$ 0.90	\$ 0.90
B2G	Remove Mold Contaminated Batt or Board	SF	1	\$ 0.52	\$ 0.52
B2H	Remove Mold Contaminated HVAC Duct	SF	1	\$ 1.36	\$ 1.36
B2I	Remove / Drop Mold Contaminated HVAC	LF	1	\$ 55.12	\$ 55.12
B2J	Remove Mold Contaminated Cabinetry or	LF	1	\$ 14.15	\$ 14.15
B2K	Surface Fogging/Misting, Occupied Spaces,	SF of Floor	1	\$ 0.11	\$ 0.11
B2L	Removal of Mold Contaminated Substrate	SF	1	\$ 3.02	\$ 3.02
B2M	Remove Mold Contamination to Specialized	SF	1	\$ 2.32	\$ 2.32
SUBTOTAL: Mold Contaminated Materials (Remediation)					\$ 85.69
C1- Water Damage Remediation (Extraction, Dry out, Remediation)					
Item	Description	Unit of	Estimated	Unit Price	Extended
C1A	Water Extraction: Category 1	SF	1	\$ 0.30	\$ 0.30
C1B	Water Extraction: Category 2	SF	1	\$ 0.54	\$ 0.54
C1C	Water Extraction: Category 3	SF	1	\$ 1.00	\$ 1.00
C1D	Dry Out	SF	1	\$ 1.04	\$ 1.04
C1E	Remove Water Saturated Drywall	SF	1	\$ 2.20	\$ 2.20
C1F	Remove Water Saturated Wall and Ceiling	SF	1	\$ 2.20	\$ 2.20
C1G	Remove Water Saturated Wall and Ceiling	SF	1	\$ 1.32	\$ 1.32
C1H	Remove Water Saturated HVAC Duct Insulation	SF	1	\$ 2.20	\$ 2.20
C1I	Remove Water Saturated Ceiling Tile	SF	1	\$ 2.09	\$ 2.09
C1J	Remove Water Saturated Flooring (tile, wood, lvt,	SF	1	\$ 3.30	\$ 3.30
C1K	Remove Water Saturated Carpet (glue down)	SF	1	\$ 0.08	\$ 0.08
C1L	Remove Water Saturated Carpet (tack and	SF	1	\$ 1.25	\$ 1.25
C1M	Remove Water Saturated Substrate	SF	1	\$ 1.65	\$ 1.65
C1N	Remove Water Saturated to Specialized Drywall	SF	1	\$ 2.64	\$ 2.64
SUBTOTAL: Water Damage Remediation (Extraction, Dry out, Remediation)					\$ 21.81
BID SUMMARY					
YEAR 2 CATASTROPHIC TOTAL:				\$34,554.67	
YEAR 2 TOTAL: Thirty-four thousand, five hundred fifty-four dollars and sixty-seven cents					
(Use Words to Write Total)					
**Quantities are not guaranteed. Final payment will be based on actual quantities.					
Not part of the Basis of Award					
A4- Additional Equipment Cost (Year 2)					
Item	Description	Unit of	Estimated	Unit Price	Extended
A4A	Additional Temporary power	EA	1	\$ 2,425.50	\$ 2,425.50
A4B	Generator (6500 watts) Receipts for fuel required	Day	1	\$ 113.24	\$ 113.24
A4C	Generator (6500 watts) Receipts for fuel required	Week	1	\$ 452.99	\$ 452.99
A4D	Generator (6500 watts) Receipts for fuel required	Month	1	\$ 1,811.98	\$ 1,811.98
A4E	Pressure Washer (3500 - 4400 PSI Min) Receipts	Day	1	\$ 242.55	\$ 242.55
A4F	Pressure Washer (4400 PSI Min) Receipts for	Week	1	\$ 970.20	\$ 970.20
A4G	Pressure Washer (4400 PSI Min) Receipts for	Month	1	\$ 3,800.80	\$ 3,800.80
A4H	Steam Carpet Extractor & Upholstery Cleaner	Day	1	\$ 165.37	\$ 165.37
A4I	Steam Carpet Extractor & Upholstery Cleaner	Week	1	\$ 661.50	\$ 661.50
A4J	Steam Carpet Extractor & Upholstery Cleaner	Month	1	\$ 2,646.00	\$ 2,646.00
A4K	Scaffold 15' High 5" x 7'	Day	1	\$ 38.58	\$ 38.58
A4L	Scaffold 15' High 5" x 7'	Week	1	\$ 77.17	\$ 77.17

A4M	Scaffold 15' High 5" x 7'	Month	1	\$ 132.30	\$ 132.30
A4N	Equipment for Bio-Hazard Cleaning - Hydroxide	Day	1	\$ 198.45	\$ 198.45
A4O	Truck mount desiccant dehumidifier	Hourly	1	\$ 1,076.77	\$ 1,076.77
A4P	Dehumidifier- Desiccant 500-700 CFM	Day	1	\$ 882.00	\$ 882.00
A4Q	Dehumidifier- Desiccant 1000-2500 CFM	Day	1	\$ 1,433.25	\$ 1,433.25
A4R	Dehumidifier- Desiccant 5000-8900 CFM	Day	1	\$ 1,868.73	\$ 1,868.73
A4S	Air Movers	Day	1	\$ 33.07	\$ 33.07
A4T	Air Scrubbers Small	Day	1	\$ 88.20	\$ 88.20
A4U	Air Scrubbers Large	Day	1	\$ 121.27	\$ 121.27
A4V	O-zone Devices	Day	1	\$ 110.25	\$ 110.25
A4W	Truck Mounted Water Extractor	Day	1	\$ 257.15	\$ 257.15
A4X	Truck Mounted Water Extractor	Week	1	\$ 1,028.63	\$ 1,028.63
A4Y	Truck Mounted Water Extractor	Month	1	\$ 3,857.37	\$ 3,857.37
<b>Additional Equipment Cost Total:</b>					<b>\$ 24,493.32</b>



**PROCUREMENT MANAGEMENT DEPARTMENT**  
**ADDENDUM 3 REVISED- YEAR 3 CATASTROPHIC PRICING**

**COMPANY NAME:** \_\_\_\_\_

**SOLICITATION:** **B250003CMR - Disaster Environmental Remediation**

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

Pricing shall be inclusive of all labor, equipment, 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.

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

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

**CATASTROPHIC DISASTER ENVIRONMENTAL REMEDIATION- YEAR 3**

**A1-Mobilization**

Item	Description	Unit of	Estimated	Unit Price	Extended
A1A	Mobilization 5-Stage Decon (shower & loadout)	Per Job	1	\$ 4,398.97	\$ 4,398.97
A1B	Mobilization 3-Stage Decon (shower & loadout)	Per Job	1	\$ 4,051.68	\$ 4,051.68
A1C	Mobilization 3-Stage Decon (dry & loadout)	Per Job	1	\$ 3,704.40	\$ 3,704.40
A1D	Mobilization 2-Stage Mini Decon (wood)	Per Job	1	\$ 2,894.06	\$ 2,894.06
A1E	Mobilization 2-Stage Mini Decon (poly)	Per Job	1	\$ 2,083.72	\$ 2,083.72
A1F	Mobilization 1-Stage Mini Decon (poly or wood)	Per Job	1	\$ 1,157.62	\$ 1,157.62
A1G	Mobilization (No Decon) Includes decon wash	Per Job	1	\$ 1,273.38	\$ 1,273.38
<b>SUBTOTAL: Mobilization</b>					<b>\$ 19,563.83</b>

**A2- Additional Decontamination Units in Excess of Initial Mobilization**

Item	Description	Unit of	Estimated	Unit Price	Extended
A2A	Five Stage Decon (shower and load out)	Per Decon	1	\$ 3,472.87	\$ 3,472.87
A2B	Three Stage Decon (shower and loadout)	Per Decon	1	\$ 2,894.06	\$ 2,894.06
A2C	Three Stage Decon (dry and Loadout)	Per Decon	1	\$ 2,315.25	\$ 2,315.25
A2D	Two Stage mini Decon (wood)	Per Decon	1	\$ 2,083.72	\$ 2,083.72
A2E	Two Stage Decon (poly or pop up)	Per Decon	1	\$ 1,736.43	\$ 1,736.43
A2F	One Stage Decon (poly or pop up)	Per Decon	1	\$ 1,157.62	\$ 1,157.62
A2G	Additional Decontamination Station	Per Station	1	\$ 1,157.62	\$ 1,157.62
<b>SUBTOTAL: Additional Decontamination</b>					<b>\$ 14,817.57</b>

**A3- Emergency Response (mobilize in 24 or 48 hours)**

Item	Description	Unit of	Estimated	Unit Price	Extended
A3A	Emergency Response Surcharge - Priority 1	Per Job	1	\$ 347.28	\$ 347.28
A3B	Emergency Response Surcharge - Priority 2	Per Job	1	\$ 463.05	\$ 463.05
A3C	Emergency Response Surcharge - Priority 3	Per Job	1	\$ 578.81	\$ 578.81
<b>SUBTOTAL: Emergency Reponse</b>					<b>\$ 1,389.14</b>

**A5- Additional Barrier Protection**

Item	Description	Unit of	Estimated	Unit Price	Extended
A5A	Soft Barrier - 6 mil poly	Roll	1	\$ 63.66	\$ 63.66
A5B	Soft Barrier - Install and remove Poly barrier on	SF	1	\$ 1.15	\$ 1.15
A5C	Curtain Barrier (no wood framing or pvc)	SF	1	\$ 0.64	\$ 0.64
A5D	Reinforced 6 mil poly	Roll	1	\$ 179.43	\$ 179.43
A5E	Hard Barrier - Install and remove	SF	1	\$ 1.51	\$ 1.51
A5F	Soft Barrier Full Containment	LF	1	\$ 1.40	\$ 1.40
A5G	Soft Barrier Partial Containment One side & poly	LF	1	\$ 3.47	\$ 3.47
A5H	Hard Barrier Full Containment Two Wood Sides &	LF	1	\$ 9.26	\$ 9.26
A5I	Containment Partial Two Sides Wood & Poly	LF	1	\$ 4.05	\$ 4.05
A5J	Containment Partial One Side Wood & Wood	LF	1	\$ 9.26	\$ 9.26
A5K	Containment Partial One Side & Poly Roof (min.	LF	1	\$ 3.05	\$ 3.05
A5L	Relocatable Building Enclosure (Hard Barrier	LF	1	\$ 3.47	\$ 3.47

A5M	Inspection Window	EA	1	\$ 5.78	\$ 5.78
A5N	Floor Protection/Ram Board or Equivalent	SF	1	\$ 0.79	\$ 0.79
SUBTOTAL: Additional Barrier Protection					\$ 286.92
B1- Mold Contaminated Materials (surface cleaning activites and surface preparation)					
Item	Description	Unit of	Estimated	Unit Price	Extended
B1A	Mold Surface (Spot) Cleaning and	SF	1	\$ 1.04	\$ 1.04
B1B	Mold General Clean-up (Heavy FF&E/Storage)	SF	1	\$ 1.15	\$ 1.15
B1C	Mold General Clean-up (Heavy FF&E/Storage)	SF	1	\$ 1.04	\$ 1.04
B1D	Mold General Clean-up (All Surfaces <1000 SF)	SF	1	\$ 0.75	\$ 0.75
B1E	Mold General Clean-up (All Surfaces >1000 SF)	SF	1	\$ 0.52	\$ 0.52
B1F	Mold General Clean-up (Horizontal Surfaces	SF	1	\$ 0.78	\$ 0.78
B1G	Mold General Clean-up (Horizontal Surfaces	SF	1	\$ 0.69	\$ 0.69
B1H	Mold General Clean-up (Remove & Reinstall)	Per Vent	1	\$ 63.66	\$ 63.66
B1I	Mold General Clean-up Sealing	Per Seat	1	\$ 40.07	\$ 40.07
B1J	Anti-Microbial Paint Application Surface	SF	1	\$ 1.84	\$ 1.84
B1K	Anti-Microbial Paint Airless Application Surface	SF	1	\$ 0.53	\$ 0.53
SUBTOTAL: Mold Conaminated Materials (surface cleaning activites and surface preperation)					\$ 112.07
B2- Mold Contaminated Materials (Remediation)					
Item	Description	Unit of	Estimated	Unit Price	Extended
B2A	Remove Mold Contaminated Acoustic Ceiling Tile	SF	1	\$ 1.14	\$ 1.14
B2B	Remove Mold Contaminated Flooring (tile, wood,	SF	1	\$ 2.22	\$ 2.22
B2C	Remove Mold Contaminated Carpet (Glue-Down	SF	1	\$ 1.94	\$ 1.94
B2D	Remove Mold Contaminated Carpet (Tack &	SF	1	\$ 1.48	\$ 1.48
B2E	Remove Mold Contaminated Drywall (Excludes	SF	1	\$ 1.81	\$ 1.81
B2F	Remove Mold Contaminated Wall or Ceiling	SF	1	\$ 0.94	\$ 0.94
B2G	Remove Mold Contaminated Batt or Board	SF	1	\$ 0.55	\$ 0.55
B2H	Remove Mold Contaminated HVAC Duct	SF	1	\$ 1.43	\$ 1.43
B2I	Remove / Drop Mold Contaminated HVAC	LF	1	\$ 57.88	\$ 57.88
B2J	Remove Mold Contaminated Cabinetry or	LF	1	\$ 14.86	\$ 14.86
B2K	Surface Fogging/Misting, Occupied Spaces,	SF of Floor	1	\$ 0.11	\$ 0.11
B2L	Removal of Mold Contaminated Substrate	SF	1	\$ 3.17	\$ 3.17
B2M	Remove Mold Contamination to Specialized	SF	1	\$ 2.44	\$ 2.44
SUBTOTAL: Mold Contaminated Materials (Remidiation)					\$ 89.97
C1- Water Damage Remediation (Extraction, Dryout, Remediation)					
Item	Description	Unit of	Estimated	Unit Price	Extended
C1A	Water Extraction: Category 1	SF	1	\$ 0.32	\$ 0.32
C1B	Water Extraction: Category 2	SF	1	\$ 0.56	\$ 0.56
C1C	Water Extraction: Category 3	SF	1	\$ 1.05	\$ 1.05
C1D	Dry Out	SF	1	\$ 1.09	\$ 1.09
C1E	Remove Water Saturated Drywall	SF	1	\$ 2.31	\$ 2.31
C1F	Remove Water Saturated Wall and Ceiling	SF	1	\$ 2.31	\$ 2.31
C1G	Remove Water Saturated Wall and Ceiling	SF	1	\$ 1.38	\$ 1.38
C1H	Remove Water Saturated HVAC Duct Insulation	SF	1	\$ 2.31	\$ 2.31
C1I	Remove Water Saturated Ceiling Tile	SF	1	\$ 2.19	\$ 2.19
C1J	Remove Water Saturated Flooring (tile, wood, lvt,	SF	1	\$ 3.47	\$ 3.47
C1K	Remove Water Saturated Carpet (glue down)	SF	1	\$ 0.84	\$ 0.84
C1L	Remove Water Saturated Carpet (tack and	SF	1	\$ 1.31	\$ 1.31
C1M	Remove Water Saturated Substrate	SF	1	\$ 1.73	\$ 1.73
C1N	Remove Water Saturated to Specialized Drywall	SF	1	\$ 2.77	\$ 2.77
SUBTOTAL: Water Damage Remediation (Extraction, Dryout, Remediation)					\$ 23.64
BID SUMMARY					
YEAR 3 CATASTROPHIC TOTAL:				\$36,283.14	
YEAR 3 TOTAL: Thirty-six million, two hundred eighty-three thousand, one hundred fourteen					
(Use Words to Write Total)					
**Quantities are not guaranteed. Final payment will be based on actual quantities.					
Not part of the Basis of Award					
A4- Additional Equipment Cost (Year 3)					
Item	Description	Unit of	Estimated	Unit Price	Extended
A4A	Additional Temporay power	EA	1	\$ 2,546.77	\$ 2,546.77
A4B	Generator (6500 watts) Receipts for fuel required	Day	1	\$ 118.91	\$ 118.91
A4C	Generator (6500 watts) Receipts for fuel required	Week	1	\$ 475.64	\$ 475.64
A4D	Generator (6500 watts) Receipts for fuel required	Month	1	\$ 1,902.57	\$ 1,902.57
A4E	Pressure Washer (3500 - 4400 PSI Min) Receipts	Day	1	\$ 254.67	\$ 254.67
A4F	Pressure Washer (4400 PSI Min) Receipts for	Week	1	\$ 1,018.71	\$ 1,018.71
A4G	Pressure Washer (4400 PSI Min) Receipts for	Month	1	\$ 4,074.84	\$ 4,074.84

A4H	Steam Carpet Extractor & Upholstery Cleaner	Day	1	\$ 173.64	\$ 173.64
A4I	Steam Carpet Extractor & Upholstery Cleaner	Week	1	\$ 694.57	\$ 694.57
A4J	Steam Carpet Extractor & Upholstery Cleaner	Month	1	\$ 2,778.30	\$ 2,778.30
A4K	Scaffold 15' High 5" x 7'	Day	1	\$ 40.51	\$ 40.51
A4L	Scaffold 15' High 5" x 7'	Week	1	\$ 81.03	\$ 81.03
A4M	Scaffold 15' High 5" x 7'	Month	1	\$ 138.91	\$ 138.91
A4N	Equipment for Bio-Hazard Cleaning - Hydroxide	Day	1	\$ 208.37	\$ 208.37
A4O	Truck mount desiccant dehumidifier	Hourly	1	\$ 1,130.61	\$ 1,130.61
A4P	Dehumidifier- Desiccant 500-700 CFM	Day	1	\$ 926.10	\$ 926.10
A4Q	Dehumidifier- Desiccant 1000-2500 CFM	Day	1	\$ 1,504.91	\$ 1,504.91
A4R	Dehumidifier- Desiccant 5000-8900 CFM	Day	1	\$ 1,962.17	\$ 1,962.17
A4S	Air Movers	Day	1	\$ 34.72	\$ 34.72
A4T	Air Scrubbers Small	Day	1	\$ 92.61	\$ 92.61
A4U	Air Scrubbers Large	Day	1	\$ 127.33	\$ 127.33
A4V	O-zone Devices	Day	1	\$ 115.76	\$ 115.76
A4W	Truck Mounted Water Extractor	Day	1	\$ 270.01	\$ 270.01
A4X	Truck Mounted Water Extractor	Week	1	\$ 1,080.06	\$ 1,080.06
A4Y	Truck Mounted Water Extractor	Month	1	\$ 4,050.24	\$ 4,050.24
<b>Additional Equipment Cost Total:</b>					<b>\$ 25,801.96</b>

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

**Form 2 – Affidavit Certification of Immigration Laws****AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**SOLICITATION NO.: **B250003CMR** SOLICITATION NAME: **Disaster Environmental Remediation**

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, IF 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 WITH THE DEPARTMENT OF PROCUREMENT MANAGEMENT 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: BioResponse

Signature

President

Title

11/18/2024

Date

STATE OF Florida  
COUNTY OF Miami

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18th day of November, 24, Manuel Pozo who has produced (Print or Type Name)

Personally Known as identification.  
(Type of Identification)

Notary Public Signature

Kimberly Cardini

Printed Name of Notary Public

HH567590

Notary Commission Number/Expiration

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.**



**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

*Form 4 – Negligence, Breach and/or Non-Compliance Disclosure Form*



**ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH  
GOVERNMENTAL REGULATION FORM**

“Please fill in the form below. Provide details for each incident of alleged negligence, breach of contract or non-compliance with governmental regulation that has occurred over the past 10 years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, denial, or revocation of permits. Provide details for all entities currently or previously owned in whole or in part by the proposer in the last 10 years. Please complete in chronological order with the most recent incident starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.”

**Company Name:** BioResponse Corp

<b>Type of Incident</b> <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	<b>Incident Date And Date Filed</b>	<b>Plaintiff</b> <i>(Company, person, entity- acted against your company or state if your company initiated the action)</i>	<b>Case Number</b>	<b>Court</b> <i>(Name of State and County)</i>	<b>Project</b> <i>(Address and Name)</i>	<b>Allegation</b> <i>(Stated reason your company was accused of negligence, breach of contract or non- compliance of governmental regulation or the allegations your company made)</i>	<b>Final Outcome</b> <i>(Who prevailed and how)</i>
NONE							

Make as many copies of this sheet as necessary 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.

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.

Page Number: \_\_\_\_\_ Of \_\_\_\_\_ Total pages

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

*Form 5 - Sub-contractor/consultant List*

**SUB-CONTRACTOR/CONSULTANT LIST**

<b>Sub-Contractor/Consultant Company Name</b>	<b>Area Of Work</b>	<b>Point Of Contact Or Project Supervisor</b>	<b>Contact Info Phone or Email</b>	<b>Qualified DBE, MBE, WBE, VBE or Similar</b>	<b>Amount or Percentage of Total</b>
Intertek PSI	Testing	Andie Hall	(813) 927-0099	No	3%

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**

VER 06-12-24

**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 BioResponse Corp  
(Print name of the public entity)

by Manuel Pozo, President  
(Print individual's name and title)

for BioResponse Corp  
(Print name of entity submitting sworn statement)

whose business address is 7209 NW 46th ST Miami, FL 33166

(If applicable) its Federal Employer Identification Number (FEIN) is 20-2954991

(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.)

X 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.

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

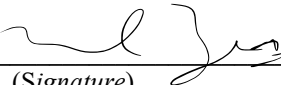
**Form 6 - Public Entity Crime Form, Page 2**

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.

  
(Signature)11/18/2024

(Date)

STATE OF FloridaCOUNTY OF Miami Dade

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this  
18 day of November, 2024 by Manuel Pozo who has produced  
(Print or Type Name)

N/A (personally knows) identification.  
(Type of Identification)

\_\_\_\_\_  
Notary Public Signature

Kimberly Cardini  
Printed Name of Notary Public

HH567590  
Notary Commission Number/Expiration

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

**Form 7 - Minimum Qualifications Requirements**

**MINIMUM QUALIFICATION REQUIREMENTS**  
**FOR**  
***B250003CMR, General Environmental Remediation***

Bidder(s)/Proposer(s) must meet the minimum qualification requirements as specified in the following form to qualify for consideration of award. This form must be completed and returned with the proposal submittal along with any supporting documentation where requested and/or indicated herein.

The County reserves the right, in their sole judgment, to determine to its satisfaction whether the Bidder(s)/Proposer(s) has met the minimum qualification requirements as specified herein. The determination shall be based upon the examination of the Minimum Qualification Requirements form and associated supportive documentation (if any requested).

An affirmative determination shall be a prerequisite for award of the contract to the Bidder(s)/Proposer(s). A negative determination shall result in disqualification of the proposal, in which event the County shall exclude the proposal from the evaluation or consideration process and therefore deeming the Bidder(s)/Proposer(s) ineligible for award.

**CRITERIA 1 – LICENSE:** The Vendor(s) is required to have a License as a mold remediation contractor under F.S. 489. Copies of the licenses and certification must be included in the proposal.

**Is your Firm licensed under Florida Statutes Chapters 489 and therefore licensed to do business in the State of Florida. Additionally, is your Firm properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Proposal submission?**

  X   YES        NO

If YES, provide details as requested below:

- Provide a copy of all applicable licensure full filling the requirements of Criteria 1.
  - o Failure to provide evidence of proper licensure may deem your firm as non-responsive.

**CRITERIA 2: EXPERIENCE AND/OR IIRC CERTIFICATIONS:** The Vendor must have minimum of five (5) years of experience working with disaster response mitigation **and/or** mold remediation following standard industry guidelines (i.e. IIRC).

**Does your Firm have a minimum of five (5) years of experience working with disaster response mitigation?**

  X   YES        NO

If YES, provide details as requested below:

- Provide project details that illustrates a minimum of five (5) years of experience working with disaster response mitigation.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**MOLD-RELATED SERVICES LICENSING PROGRAM**

THE MOLD REMEDIATOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

**DEJESUS, RICARDO MIGUEL**

8465 SW 107TH STREET  
MIAMI FL 33156

**LICENSE NUMBER: MRSR2700**

**EXPIRATION DATE: JULY 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](https://MyFloridaLicense.com)

ISSUED: 05/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



EXHIBIT E  
PROJECT FUNDING PACKAGE



**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

**CRITERIA 2 – PROJECT 1 – Provide example that illustrates experience.**

PROJECT NAME:	NAI Miami		
PROJECT START DATE:	11/21/2023	PROJECT COMPLETION DATE:	12/10/2023
CLIENT NAME:	Jeff Buell		
CLIENT CONTACT NUMBER:	305-938-4060	CLIENT EMAIL:	jbuell@naimiami.com
AMOUNT OF AWARD:	\$10,190.57		
SCOPE OF WORK SUMMARY:	We performed water damage remediation at Cambridge Academy,		
	including water extraction, setup of dehumidifiers and air movers for 72 hours,		
	removal and		

**CRITERIA 2 – PROJECT 2 – Provide example that illustrates experience.**

PROJECT NAME:	Grove at Grand Bay - Pump Room Finish		
PROJECT START DATE:	7/3/2023	PROJECT COMPLETION DATE:	7/5/2023
CLIENT NAME:	Cristina Chacon ( ongoing projects)		
CLIENT CONTACT NUMBER:	(786) 255-4688	CLIENT EMAIL:	cchacon@kwpropertymanage
AMOUNT OF AWARD:	\$2,226.03		
KEY PERSONNEL ON PROJECT	Joel Hernandez, Operations Manager		
	Manuel Pozo, President		
	Julian Hernandez, Senior Operations		
SCOPE OF WORK SUMMARY:	provided in-place drying services for the pump room and other		
	areas, including water extraction, creating a drying chamber, wiping surfaces with		
	antimicrobial, and using dehumidifiers and air movers for 72 hours to reduce		

**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

**CRITERIA 2 – PROJECT 3 – Provide example that illustrates experience.**

<b>PROJECT NAME:</b>	<u>Cascade Link at Douglas</u>		
<b>PROJECT START DATE:</b>	<u>11/17/2023</u>	<b>PROJECT COMPLETION DATE:</b>	<u>1/30/2024</u>
<b>CLIENT NAME:</b>	<u>Miguel Meza</u>		
<b>CLIENT CONTACT NUMBER:</b>	<u>(305)985-5834</u>	<b>CLIENT EMAIL:</b>	<u>mmeza@baronres.com</u>
<b>AMOUNT OF AWARD:</b>	<u>\$1,200,000</u>		
<b>KEY PERSONNEL ON PROJECT</b>	<u>Joel Hernandez, Operations Manager</u> <u>Manuel Pozo, President</u> <u>Julian Hernandez, Senior Project Manager</u>   		
<b>SCOPE OF WORK SUMMARY:</b>	<u>BioResponse provided emergency mitigation services to address</u> <u>damages, stabilizing the property, preventing further issues, and restoring safety. We</u> <u>served</u>		

**Does your Firm have the listed below IICRC Certification?**

- **Applied Microbial Remediation**
- **Applied Structural Drying**
- **Commercial Drying Specialist**
- **Fire and Smoke Damage Restoration**
- **Mold Remediation Specialist**
- **Odor Control tech**
- **Water Damage Restoration**

  X   YES        NO

If YES, provide details as requested below:

- Provide a copy of the IICRC Certificates listed above.

  
 Authorized Bidder/Proposer Signature

11/18/2024  
 Date:

Manuel Pozo, President  
 Authorized Bidder/Proposer Name (Print or Type)

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

*Form 8 - 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, BioResponse Corp  
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

Manuel Pozo, President

Name and Title

7209 NW 46th ST

Street Address

Miami, FL 33166

City, State, Zip

11/18/2024

Date

VER 06-12-24

*Form 9 - 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, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor/Consultant's Authorized Official

\_\_\_\_\_  
Name & Title of Contractor/Consultant's Authorized Official

\_\_\_\_\_  
Date

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

*Form 9: 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

<b>1. * Type of Federal Action:</b> <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	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input style="width: 300px;" type="text"/> * Street 1: <input style="width: 300px;" type="text"/> Street 2: <input style="width: 300px;" type="text"/> * City: <input style="width: 150px;" type="text"/> State: <input style="width: 100px;" type="text"/> Zip: <input style="width: 80px;" type="text"/> Congressional District, if known: <input style="width: 150px;" type="text"/>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b> <div style="height: 40px; border: 1px solid black;"></div>		
<b>6. * Federal Department/Agency:</b> <input style="width: 300px;" type="text"/>	<b>7. * Federal Program Name/Description:</b> <input style="width: 300px;" type="text"/> CFDA Number, if applicable: <input style="width: 150px;" type="text"/>	
<b>8. Federal Action Number, if known:</b> <input style="width: 300px;" type="text"/>	<b>9. Award Amount, if known:</b> \$ <input style="width: 150px;" type="text"/>	
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix: <input style="width: 50px;" type="text"/> * First Name: <input style="width: 150px;" type="text"/> Middle Name: <input style="width: 150px;" type="text"/> * Last Name: <input style="width: 200px;" type="text"/> Suffix: <input style="width: 50px;" type="text"/> * Street 1: <input style="width: 200px;" type="text"/> Street 2: <input style="width: 200px;" type="text"/> * City: <input style="width: 150px;" type="text"/> State: <input style="width: 100px;" type="text"/> Zip: <input style="width: 80px;" type="text"/>		
<b>b. Individual Performing Services (including address if different from No. 10a)</b> Prefix: <input style="width: 50px;" type="text"/> * First Name: <input style="width: 150px;" type="text"/> Middle Name: <input style="width: 150px;" type="text"/> * Last Name: <input style="width: 200px;" type="text"/> Suffix: <input style="width: 50px;" type="text"/> * Street 1: <input style="width: 200px;" type="text"/> Street 2: <input style="width: 200px;" type="text"/> * City: <input style="width: 150px;" type="text"/> State: <input style="width: 100px;" type="text"/> Zip: <input style="width: 80px;" type="text"/>		
<b>11.</b> 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 tier 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.  * Signature: <input style="width: 250px;" type="text"/> * Name:    Prefix: <input style="width: 50px;" type="text"/> * First Name: <input style="width: 150px;" type="text"/> Middle Name: <input style="width: 150px;" type="text"/> * Last Name: <input style="width: 200px;" type="text"/> Suffix: <input style="width: 50px;" type="text"/> Title: <input style="width: 150px;" type="text"/> Telephone No.: <input style="width: 150px;" type="text"/> Date: <input style="width: 150px;" type="text"/>		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-87)

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138 and 787.06, FLORIDA  
STATUTES**

Before me, the undersigned authority, personally appeared **(Name of affiant)**  
Manuel Pozo, who, after being first duly sworn, deposes and says  
of his or her personal knowledge the following:

1. Affiant is the **(Title)** President **(Business Name)**  
BioResponse Corp which does  
business in the State of Florida, hereinafter called the “Vendor.”
2. Vendor, pursuant to Section 287.138, Florida Statutes, certifies that (1) Vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a “controlling interest” in Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.
3. Vendor, pursuant to Section 787.06, Florida Statutes, certifies that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.
4. This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Vendor access to an individual’s personal identifying information.
5. This Affidavit is executed by the Vendor in accordance with Section 787.06, Florida Statutes.



**EXHIBIT E**  
**PROJECT FUNDING PACKAGE**

VER 06-12-24

*Form 10 – Affidavit of Compliance with Section 287.138 and 787.06, Florida Statutes, Page 2* Page 2 of 2

(Signature)

11/18/2024

(Date)

STATE OF FloridaCOUNTY OF Miami Dade

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization,  
this 18th day of November 2024 by Manuel Pozo who has produced  
(Print or Type Name)

N/A (Personally Known) as identification.  
(Type of Identification)

---

Notary Public SignatureKimberly Cardini

Printed Name of Notary Public

HH567590

Notary Commission Number/Expiration

**EXHIBIT E  
PROJECT FUNDING PACKAGE**

VER 06-12-24

*Form 10: 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.

**BioReponse Corp**

Company Name \_\_\_\_\_

Print Name Manuel Pozo Title PresidentSignature  Date 11/18/2024State of FloridaCounty of Miami Dade

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18th day of November 2024 by

Manuel Pozo who has produced N/A (Personally) as identification.  
(Print or Type Name) (Type of Identification)

Notary Public Signature \_\_\_\_\_

Kimberly Cardini

Printed Name of Notary Public

HH567590

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.