



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

Posted Date: May 30, 2020

Solicitation No.: CN200224JJB

Solicitation Name: Miscellaneous Professional Services

Subject: Addendum Number 2

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

1. ATTACHMENT: Blank Sample Agreement

2. QUESTIONS/ANSWERS

1.	Per the above mentioned solicitation, we are required to have 1 original hard copy (and 1 USB) of the response delivered. Due to COVID-19, would Lee County be open to the option of submitting this response electronically in a single pdf instead?
Answer	Please see answer to #11 on addendum 1.
2.	Can you tell us who currently holds this contract? Who are the incumbents? Please advise.
Answer	The current incumbents are as follows: AIM Engineering & Surveying, Inc., Atkins North America, Inc., Barraco and Associates, Inc., Bean, Whitaker, Lutz & Kareh, Inc., BEI Engineering Group, Inc., Cardno, Inc., CH2M Hill Engineers, Inc., Coastal Engineering Consultants, Inc., David Douglas and Associates, Inc., HighSpans Engineering, Inc., Hole Montes, Inc., Johnson Engineering, Inc., Jones, Edmunds & Associates, Inc., Kimley-Horn and Associates, Inc., Kisinger Campo & Associates Corp., Stantec Consulting Services, Inc., Tetra Tech, Inc., T K W Consulting Engineers, Inc., T. Y. Lin International, and Waldrop Engineering, P.A..
3.	Can a firm provide qualifications for a few select services or do you encourage firms to team with other subconsultants so that all services are covered in one submittal?
Answer	Please see answer to #18 on addendum 1
4.	RFP states that submittal packages may not exceed 10 pages (excluding forms). Is that for 10 pages per service or in total?
Answer	10 total pages.
5.	Recently we've noticed that it is more and more difficult to obtain written references on our firm's performance as most clients are no longer permitted by their employers to fill out reference forms or provide letters of reference. Does the potential inability to provide relevant references or reference forms affect a firm's chance of proceeding with Lee County's selection process?
Answer	Firms are required to submit the reference and experience details as stated within Tab 2 of the Submittal Requirements & Evaluation Criteria in accordance with the instructions of same section. If a Firm is unable to have Form 3- Reference Survey completed by a reference such Firm may submit a previously completed reference letter or reference survey as a substitute.

Any prior reference or reference survey submitted is requested to be no more than 12 months old.

We are a marine engineering and environmental consulting firm and are on the continuing services contract with Lee County for Environmental Consulting (CN180454DLK) that includes the following items.

<u>Task No.</u>	<u>Task Description</u>
1.	Performance of environmental Impact Surveys and Assessments
2.	Design Mitigation and/or Wetland Systems or Activities
3.	Prepare Cost Estimates; to include solicitation preparation and evaluation assistance
4.	Obtain Appropriate Permits
5.	Implement Mitigation
6.	Performance of Permit(s) Monitoring and Reporting Requirements
7.	Permit Modifications
8.	Monitor Permit Compliance
9.	Coastal Planning and Engineering
10.	Ecological Inventories and Land Stewardship Plans
11.	Perform Hydrological Studies and Restoration Plans
12.	Other Related Environmental Tasks

6.

With our marine engineering services we would qualify for many of the tasks outlined in the current RFQ solicitation. For some items we would team up with other individuals that specialize in certain areas to be cost efficient for our client (the county). In the task list below, there are only a few items we would not tackle. Those are specifically site civil work associated with utilities, infrastructure, landscaping and groundwater analysis. The rest of the tasks I have placed a red dot next to that we would qualify for. We would include two individuals that specialize in Public Involvement Program(s) and Watershed, Stormwater, & Drainage Monitoring and Improvements. We work on a lot of lake bank restoration projects, including doing forensic evaluations on existing stormwater systems. We engage this individual specifically for her experience and expertise in the hydraulic and stormwater modelling component. The public involvement aspect is pretty specialized and not typically required for the smaller projects we handle.

	<p>1.1 The Lee County Board of County Commissioners (COUNTY) seeks to contract with a pool of qualified Professional Services CONSULTANT(S) to perform professional services for individual projects on an as-needed basis for the term as described herein. Services performed under this Agreement shall include, but not be limited to:</p> <ul style="list-style-type: none"> ● Project Design and Plan Preparation; ● Construction Engineering and Inspection; ● Construction Contract Administration and Post-Design; ● Evaluations, Feasibility and Planning Studies; ● Utility Coordination and Utility Relocation Plans; ● Environmental Assessments and Environmental Permitting, and Reporting; ● Public Involvement Program; ● Engineering & Land Surveys; ● Construction Stake-out and As-Built Survey; ● Landscape and Irrigation Plans; ● Geotechnical Services and Subsurface Utility Exploration; ● Structural Inspections and Analysis; ● Permits and Permit Compliance; ● Final Bidding Assistance and Contract Documents; ● Cost Estimates; ● Watershed, Stormwater, & Drainage Monitoring and Improvements; ● Hydraulic and Water Quality Monitoring and Improvements; ● Ground Water Monitoring, Analysis, and Evaluation; and ● Erosion Control <p>Now that I have explained where we are coming from as a professional firm my question is relative to the types of projects the county is contemplating in the next two to three year ongoing services contract span that typically applies. If the work is large scale road projects, public facilities, or other projects that larger firms are preferred, then we would not submit. But if the county has numerous smaller projects that are a better fit for our eight man firm because of are cost efficiency we would contemplate submitting. It takes a lot of work to put together these RFP's and we don't want to waste your time or ours if the county has a specific project or projects in mind that we clearly are not a fit for.</p> <p>Can you enlighten me in any way on this?</p>
<p>Answer</p>	<p>This solicitation and associated agreement(s) are not for any particular project and could be utilized for services both small and large as long as such is allowed to be completed under a Continuing Services Contract. The County encourages any interested and qualified Firm to participate in the solicitation.</p>
<p>7.</p>	<p>We are interested in the subject solicitation and would request a quick clarification of the following clause. We are a multi-disciplinary engineering firm with an operating office in Cape Coral.</p> <p>16. SUB-PROPOSER/CONSULTANT 16.1. The use of sub-Proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.</p> <p>What is the definition of Sub-proposer/Consultant? Are we to interpret that an Engineering firm such as ours which covers most of all the services requested except Geotechnical, is not allowed to include a Geotech sub-consultant in our team without prior written authorization? While there are other clauses in the RFP that mention inclusion of DBE sub-consultants, we wanted to make sure we are not interpreting the language erroneously.</p>
<p>Answer</p>	<p>Use of Sub-Consultants is allowed as part of this solicitation and over the course of the contract term. The County requests that any KNOWN sub-consultant to be utilized is listed on Form 6 which shall serve as the authorization request. Future sub-consultants may be added for project specific needs and such would be stated on the Supplemental Task Authorization completed by the Prime Consultant awarded a contract.</p>

8.	If a Prime is submitting on this RFP can they also be listed as a sub-contractor on another submittal?
Answer	Yes.
9.	In light of the Stay-At-Home Order, must the three reference surveys we include in our original printed proposal booklet have original signatures or may we include scanned copies as long as they are signed and dated?
Answer	Form 3 – Reference Survey forms may be scanned copies.
10.	<p>On page 10 of the Miscellaneous Professional Services, Solicitation No. CN200224JJB It states a sample Agreement/Contract may be viewed on-line; however, there are multiple sample Agreement/Contracts. Please provide the specific Agreement/Contract that will be required to be executed by the selected Proposer as a condition of award.</p> <p>25. CONTRACT ADMINISTRATION 25.4. Agreement/Contract: 25.4.1. The awarded Proposer 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.</p>
Answer	Please see the attached sample Agreement.
11.	We are currently working on a submission for the Lee County CN200224JJB submittal, and the question has arisen on whether we can add subconsultants to the team? Could you please advise?
Answer	Yes, please see answer to #20 on addendum 1 and response to question 7 of this addendum.
12.	Lee County's response to Question #1 within Addendum #1 states that this solicitation will replace the County's current contract for Misc. Professional Services under RFP160126. RFP160126 was for Miscellaneous Planning Services. Will you please clarify again which contract CN200224JJB replaces?
Answer	This contract will replace CN160311/DLK. The question was answered incorrectly in the last addendum and we apologize for any confusion.
13.	Page 16 of the RFP under Tab 2: Company Relevant Experience & Reference requests a maximum of three (3) projects. Is this limit per bulleted scope item or in total?
Answer	Please see answer to #9 on addendum 1.
14.	<p>On page 18 of the RFP under 2. Scoring Criteria & Weight there is an asterisked note stating: *Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.</p> <p>Is this the Undesignated Information referred to on page 16 of the RFP under Section 1. Submittal Requirements & Evaluation Criteria, subsection 1.1?</p> <p>May we include these additional details and documents within a tab entitled Appendix: Undesignated Information at the end of our submittal?</p>
Answer	Yes.
15.	<p>May we include a cover and a back?</p> <p>If so, will they count towards the 10-page limit?</p>
Answer	Yes a cover and back can be provided. No, it will not count towards the page limit.

16.	Since you are requiring page numbers, do we need to provide a table of contents?
Answer	The CONSULTANT may include a table of contents if they deem fit. This will not count towards the 10 page limit.
17.	Should the references provided on Form 3 match the projects identified in Tab 2 of the solicitation response or can/should we use references not associated with our Company Relevant Experience?
Answer	References provided in Tab 2 are not required to be the same as those provided via Form 3.
18.	Under Company Relevant Experience, the County inquires about initial and final costs of work. Do you want to know our project design fees or the overall construction costs of the projects?
Answer	The CONSULTANT may provide the details they deem best suitable for their proposal.
19.	Under Tab 4, Personnel, should we include resumes and licenses for subconsultants too or just for the prime consultant's employees?
Answer	The CONSULTANT may provide the details they deem best suitable for their proposal.
20.	Can you share the members of the Selection Committee with us at this time?
Answer	The following members are, as of the publication date of this Addendum, slated to be the voting committee members for this solicitation: Tom Marquardt, Beccagayle Reide, Elaine Capps, Rebecca Rodriguez, and Lyssa Lott. There are no currently noted non-voting members. Please note: the selection committee (voting or non-voting) is subject to change at the sole discretion of the County.
21.	On page 16 of the RFP, Section 1.1 states: More than one section is permitted on one page unless otherwise indicated below. Section 1.2 states PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS. Since there is a 10-page limit regardless of the number of scope items on which we propose, may we omit page tabs/section dividers and run sections consecutively?
Answer	Please see answer to #5 on addendum 1.
22.	In response to the latest information and recommendations by public health officials concerning COVID-19, and in an effort to practice social distancing, we respectfully request bidders be allowed to submit electronic copies of responses in lieu of submitting one (1) original hard copy as requested on page 16 of the request for proposals. Please know that our request stems from the desire to keep the public and employees' safe during these uncertain times. We have continued our operations with minimal interruption by adapting our teams and leveraging our technology and global resources. At Golder, we recognize that our services are vitally important to our clients and communities, and we are fiercely committed to doing our part as we navigate through this crisis together. Please respond to this request at your earliest convenience, so that we can plan accordingly.
Answer	Please see answer to #11 on addendum 1.
23.	Per addendum no. 1 (#11), you mentioned: Firms may digitally prepare all proposal documentation and submit to limited parties for final signature, notary (remote notary acceptable), final preparation and mailing. Does this mean that an electronic signature and company seal will be acceptable?
Answer	Yes.
24.	Can you please clarify the number of Reference Survey Forms allowable for submission? In the RFP, it states Three (3) Reference responses are to be returned with the proposal package , but is that three for each service being pursued or a total of three no matter how many services are being pursued?
Answer	Please see answer to #9 on addendum 1.

25.	My name is Jorge Herrera and I'm the Field Service Manager here at Engineering Consulting Services (ECS) and we are specialized on Construction Materials Testing, Geotechnical Analysis and Code Compliance Inspections and I would like to know if there is an opportunity for ECS to assist you with our services. I look forward to hear back from you and have great rest of your day.
Answer	Any CONSULTANT shall submit a proposal in order to be eligible for evaluation and potential award of a contract, which in turn will allow the CONSULTANT to potentially receive work under this project.

26.	Another question for you... Could you please tell me where I find the Minimum Requirements Table as referenced on page 20 of the RFP: <i>Minimum Requirements Table</i> (RFP-CCNA) <i>(if applicable)</i> Provide relevant project information. States the minimum qualifications the Bidder/Proposer is required to meet in order to be considered for award or evaluation.
Answer	There is no Minimum Requirements Table in this solicitation. This item may be considered as not applicable.

27.	On behalf of KCA, we present the following question regarding the above referenced RFP (CN200224JJB - Misc. Professional Services) due June 15. Can a subconsultant on our team also submit a proposal separately to the County as a prime?
Answer	Yes.

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.

Jake Bond
 Jake Bond
 Procurement Analyst Direct Line: 239-533-8898
 Lee County Procurement Management

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

for ENTER SERVICES BEING PROVIDED HERE (SAME AS 1ST PAGE OF SPA)

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

YOU CAN SPELL OUT OR PUT SEE ATTACHED

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

YOU CAN SPELL OUT OR PUT SEE ATTACHED

SAMPLE

EXHIBIT B

COMPENSATION AND METHOD OF PAYMENT

For _____

Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
<p>SAMPLE</p>				
TOTAL (Unless list is continued on next page)				

SAMPLE

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 5.02 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME

(A separate Attachment to Exhibit B should be included for each Sub-Consultant's Personnel Rate and Non-Personnel Costs, in that order, with the attachment No.'s increasing progressively (ATTACHMENT 3 would be Personnel costs for first Sub, ATTACHMENT 4 would be Non-Personnel Costs for first Sub, and so-on.)

(1) Project Position or Classification (Function to be Performed)	(2) Hourly Rate To Be Charged
<p>SAMPLE</p>	

*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

SAMPLE

ATTACHMENT NO. 2 TO EXHIBIT B

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for _____
 (Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME _____
 (A separate Attachment to Exhibit B should be included for each Sub-Consultant’s Personnel Rate and Non-Personnel Costs, in that order. with the attachment No.’s increasing progressively (ATTACHMENT 3 would be Personnel costs for first Sub, ATTACHMENT 4 would be Non-Personnel Costs for first Sub, and so-on.)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or) In accordance with the GSA M&IE schedule for Travel utilizing the “Fort Myers, Florida” rates	
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost
Meals: In accordance with the GSA M&IE schedule for Travel utilizing the “Fort Myers, Florida” rates	
Reproduction (Photocopy) 8 ½” x 11”	\$0.15/Page
8 ½” x 14”	\$0.20/Page
11” x 14”	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (e.g., film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, etc. not covered under the costs and/or changes established in the Agreement. No fees or mark-ups shall be authorized for reimbursable expenses.	

NOTE: N.T.E. indicates Not-To-Exceed
 CMO:033
 01/01/2010

EXHIBIT C

TIME AND SCHEDULE OF PERFORMANCE

for

(Enter Project Name from Page 1 of the Agreement)

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 5.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed

EXHIBIT D

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for

(Enter Project Name From Page 1 of This Agreement)

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)		
		Yes	No	Type
<p>SAMPLE</p>				

EXHIBIT E

PROJECT GUIDELINES AND CRITERIA

ENTER PROJECT NUMBER AND NAME HERE

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

This is a "Master" contract, which is not for any specific project. Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3

Work may be assigned at any time during the term of the contract including any renewals, if any.

Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6

This contract does not entitle any firm to exclusive rights to County contracts. The County reserves the right to perform any or all work in-house, or by any means it so desires.

Item No. 7

In reference to Attachment No. 2 to Exhibit B of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensable.

Item No. 8

County reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

ITEM NO. 9

DRUG FREE WORKPLACE: Any business that certifies during the solicitation/evaluation process that it has implemented a drug-free workplace program shall comply with the requirements of Florida Statutes 287.087 during the term of this contract.

Item No. 10

IMMIGRATION LAWS: Lee County will not intentionally award County contracts to any Consultant 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 shall consider the employment by any Consultant 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.

SAMPLE

SAMPLE

EXHIBIT F

TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Lee County Board of County Commissioners for the project known as:

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 3.12.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the County and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

SAMPLE

BY: _____

TITLE: _____

The foregoing instrument was signed and acknowledged before me me by means of physical presence or online notarization, this ____ day of _____, _____, by _____ who has produced _____ as _____ (Print or Type Name) _____ (Type of Identification and Number) identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

CMO:
00/00/00

EXHIBIT G

INSURANCE

for

[Copy and insert insurance requirements from the solicitation.]

SAMPLE

AMENDMENT TO ARTICLES

for

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No. ___ is hereby amended as follows:

None.

SAMPLE

CONSULTANT BACKGROUND SCREENING AFFIDAVIT



**CONSULTANT BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Consultant 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 Consultant 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 Consultant will be solely responsible for complying with such legal requirements. Furthermore, the Consultant shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: _____

Signature

STATE OF _____
COUNTY OF _____

Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, _____, by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: _____.

[Stamp/seal required]

Signature, Notary Public

SAMPLE