

**AGREEMENT FOR
DISASTER DEBRIS MONITORING**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Thompson Consulting Services, LLC, a Delaware corporation authorized to do business in the State of Florida, whose address is 1135 Townpark Ave. Suite 2101, Lake Mary, FL, 32746, and whose Federal tax identification number is 45-2015453, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase Disaster Debris Monitoring Services from the Vendor in connection with "Disaster Debris Monitoring" (the "Purchase"); and,

WHEREAS, the County issued a solicitation, Request for Proposals No. RFP160625DKR on September 16, 2016; and,

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

WHEREAS, the County posted a Notice of Decision on November 28, 2016; and,

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

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

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in the Special Conditions and the Detailed Specifications Sections of RFP160256DKR, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of RFP 160256DKR, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue on an "as needed basis" for a two (2) year period. The County reserves the right to renew this Agreement for up to three (3) additional one (1) year periods, upon the mutual written agreement of both parties.
- 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 RFP 160256DKR, 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 work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order 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 nonappropriation 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 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, §218.70, et seq. F.S., 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 address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period).
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

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

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

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

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 §119.0701, F.S., 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'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 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, <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.

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. Any change or substitution to the Vendor's key 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 cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

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

XIII. DISPUTE RESOLUTION

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

XIV. STOP WORK ORDER

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

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

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

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

XV. VENDOR WARRANTY

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

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that 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 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.
- E. 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.
- F. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

County's Representatives:

<p>Name: <u>Jon Hoyle</u></p> <p>Title: <u>President</u></p> <p>Address: <u>1135 Townpark Ave Suite 2101 Lake Mary, FL 32746</u></p> <p>Telephone: <u>407-792-0018</u></p> <p>Facsimile: <u>407-878-7858</u></p> <p>E-mail: <u>jhoyle@thompsoncs.net</u></p>	<p>Names: <u>Roger Desjarlais</u> <u>Mary Tucker</u></p> <p>Titles: <u>County Manager</u> <u>Director of Procurement Management</u></p> <p>Address: <u>P.O. Box 398 Fort Myers, FL 33902</u></p> <p>Telephone: <u>239-533-2221</u> <u>239-533-8881</u></p> <p>Facsimile: <u>239-485-2262</u> <u>239-485-8383</u></p> <p>E-Mail: <u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u></p>
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- H. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- J. 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. RFP 160256DKR
 4. Vendor's Submittal in Response to RFP 160256DKR

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

WITNESS:

Thompson Consulting Services, LLC

Signed By: Lydia Pena

Signed By: [Signature]

Print Name: Lydia Pena

Print Name: Jon Hoyle

Title: President

Date: 12/21/16

LEE COUNTY

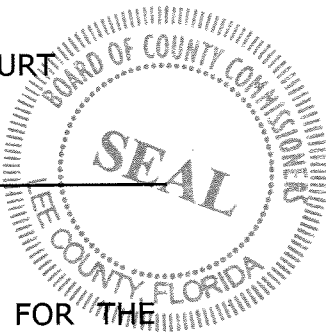
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 4/5/17

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
Deputy Clerk



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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

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38. 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.

Local Vendor Preference Ordinance has been waived for this solicitation and any and all references within are not applicable.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, 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 (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). 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 non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must

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also 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter 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 recipient or subrecipient must comply with the requirements of 37 CFR 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 awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

End of Special Conditions

EXHIBIT A

SCOPE OF SERVICES

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COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
RFP-160256/DKR
DISASTER DEBRIS MONITORING FOR LEE COUNTY

39. GENERAL SCOPE OF PROJECT

Services requested shall include but not be limited to providing debris monitors, debris monitoring services at debris management sites (DMS), oversight of Debris Collection Contractor(s) for contract compliance, verifying and interpreting regulatory agencies policies and the compilation and submittal of data and/or invoices to agencies for reimbursement. All debris monitoring activities are to be in compliance with approved FEMA policies and guidance procedures along with other federal and state grant program requirements and all local, State, and Federal regulations

All work under this RFP shall be performed in accordance with the rules and guidelines of the Federal Emergency Management Agency (FEMA) for federal reimbursements and with 2 CFR 200.317-326 and OMB Circular A-87 Revised, as applicable.

40. DISADVANTAGED BUSINESS ENTERPRISE

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs 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 certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

41. PROJECT OBJECTIVE

- 41.1. In selecting a Proposer the County will place emphasis on the experience of the Proposer and its assigned personnel in providing products and/or services on projects of similar nature and size.
- 41.1.1. Provide and maintain adequate staff to oversee and manage the projects;
 - 41.1.2. Successfully complete the project within the approved schedule;
 - 41.1.3. Comply with the contract documents and its general conditions.

42. PROJECT TERM

Multi-year Renewals: The successful Proposer shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a two-year (2) period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the successful Proposer at the time of extension or renewal for three (3), additional one (1) year periods.

EXHIBIT A

SCOPE OF SERVICES

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43. General Overview of Tasks:

The following debris monitoring activities are divided into pre and post event tasks. Pre-event tasks are to be provided as described below. Post-event tasks will be assigned at the direction of Lee County and are based on event severity and Lee County's need for services; not all tasks will be assigned for all events.

Pre-event

Overview:

The Contract provides assistance in the preparation for disasters through participation in meetings, workshops, and the establishment of data management and other integrated systems.

The Pre-event tasks are to be at no charge to the county.

Task 1 Information updates:

Within 30 days of contract execution and annually thereafter before June 1st:

- Provide for County approval a detailed debris monitoring training program, including dates of completion for each full time employee. Training program must, at a minimum, meet the training requirements for debris monitors as outlined by FEMA. All temporary personnel supplied to Lee County under this agreement must be sufficiently trained according to this program.
- Provide annually (with training program), a list of key personnel and temporary service agencies that will be utilized during a Lee County disaster debris monitoring event.
- Provide and maintain current contact names for project director(s), Fax, cell phone numbers, and e-mail addresses.

Task 2 Workshops:

Participate in annual pre-hurricane workshops and/or planning meetings with Lee County, its municipal representatives, debris clean-up contractors, etc. to establish/review applicable policies and procedures for upcoming hurricane season.

Task 3 Training:

Conduct 1-2 day annual training on debris monitoring for county and municipal agencies.

Post-Event

Overview:

As a result of hurricane or other disaster, the Contractor provides assistance with load inspections related to storm debris cleanup being performed by one or more debris collection contractors or municipal agencies.

Contractor shall supply sufficient number of trained monitors and trained supervisors to accommodate the volume of debris to be removed at collection sites and debris staging areas.

Contractor shall supply supervisors as directed by the County to oversee crew leaders. The County, based on geographical locations of debris monitoring teams and the scope of the project, shall determine the number of supervisors required.

Contractor shall supply an initial work force of up to 24 monitors, as directed by the County, within 24 hours of notification to proceed.

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Contractor shall designate one monitor as a working crew leader for each crew of 6 monitors, including the crew leader. In the absence of a supervisor, the Crew leader will act as contact and be responsible for time sheets, assist County representative with scheduling of monitors and coordination of ticketing and load verifications.

Contractor shall remove any of its employees from Lee County's service, immediately upon notice from contract administrator or representative. Contractor shall replace any dismissed employees within 24 hours of the County's notice.

Contractor's employees shall not present themselves as Lee County employees and shall not direct or quote policy to the customers. Requests for information related to collection schedules and/or debris operations shall be referred to Lee County staff.

Where the Automated Debris Management System (ADMS) is used, the Contractor shall provide all of the necessary equipment needed for the size and scope of the event and shall ensure that a sufficient number of units are available to ensure that there are no upsets. Additionally, the ADMS system must be capable of providing data in a format that is compatible with the debris management contractor's data base or easily exported to excel for reconciliation.

Post Event:

Task 1 Debris Estimations:

At the direction of Lee County, the contractor shall review County debris estimations, make staffing level recommendations and supply the requested number of personnel based on the volume of material and geographical severity of the disaster.

Task 2 Collection Vehicle Certification:

As directed by Lee County the contractor shall perform initial vehicle certifications as well as follow up re-certifications as needed.

- Receive incoming collection vehicles at designated "certification site(s)"
- Measure collection vehicle capacity using FEMA approved method
- Calculations shall include all "deductions" for non-usable volumes such as, dog houses, sloped or rounded bulk heads and/or tailgates.
- Certifications must include separate calculations for sideboards if so equipped so as to be easily identified as a "deduct" at the disposal area in the event that these items are removed.
- Sideboards, tailgate type, and any other notable equipment must be indicated on the certification form
- All other required fields on the vehicle certification forms must be legibly completed
- Paper certification forms must be, at a minimum, completed in triplicate with the original copy maintained as record and provided to the County, the second copy is provided to the debris management contractor and the third copy is to be provided to the vehicle owner/operator. Additional copies may be available dependent upon the type of form used at the time of certification; determination of additional distribution will be determined at that time.
- Prepare certification "placard" decal for collection vehicles and apply as to be visible from the driver's side of the vehicle. Photographs should be taken at this time with the certification decal clearly identifiable in the photographs.
- Photographic records of all certified vehicles shall be maintained, supplied to Lee County, and made available for inspection and review as needed.
- Certifications shall be maintained in a data base with real time updates to the field.
- A complete certification list shall be provided to each disposal site for reference.
- Copies of the certification forms and certified vehicle list shall be provided to Lee County and the debris collection contractor at a minimum daily when new certifications are added.

EXHIBIT A SCOPE OF SERVICES

Ver 08/15/2016

- Electronic certification forms shall include all vehicle information described above and be maintained in a database that is accessible to view and audit by Lee County and its debris management contractor. For verification purposes, certification files must be accessible at all stages of the debris monitoring & management activities; e.g. available to view at collection & disposal sites.

Task 3 Collection Monitoring:

As directed by Lee County the contractor shall perform work area inspections of storm debris collection – Work Areas are as directed by the Contract Administrator. The Contractor will provide trained, comprehensive field inspections for debris collected in assigned work areas utilizing load tickets and other documentation processes, including ADMS. These services may include any or all of the following:

- Debris monitoring of multifaceted debris collection activities in accordance with all FEMA and other Federal, State, & local debris management and collection rules, criteria, and guidelines.
- Issue and maintain a record of accurately detailed load tickets, in the field, for each fully loaded debris removal vehicle.
- “Tickets” must include, at a minimum, the street name/location of where the debris was collected, the specific monitoring employee identification information, and certified collection vehicle number. Other ticket fields shall be completed as indicated.
- Monitor the overall work performance and productivity of the debris collection vehicles. Make photographic records as appropriate.
- Remain in contact with the central dispatch/staging operations; provide detailed activity/progress reports daily or as requested.
- Verify load ticket content and sign (legibly) each load ticket before allowing the vehicle to leave the work area and proceed to the disposal site.
- Coordinate with each collection vehicle operator, that the assigned collection area is completed and specify the location where the vehicle is to return to, immediately following the delivery of its load to the disposal location.
- Identify and communicate any questions or issues in the work area that could potentially impact eligibility for cost reimbursements to Lee County.
- Prior to issuing a load ticket, confirm that the collection vehicle is properly tarped and that all debris is safely secure and confined within the vehicle prior to leaving the work area.
- Inspect work areas to identify and document larger bulky items such as tree stumps, hazard trees, and construction & demolition debris requiring special pick-up or arrangements. Communicate these items to supervision as discovered.
- GPS coordinates will be provided by the contractor and used for all tree stumps and special collection items. FEMA stump removal or other special debris forms may be required to be completed by the contractor prior to scheduling collection. Items shall not be collected until authorized by Lee County or its representative.
- Identify potential collection issues and maintain a location list of these areas for review by the County and its debris management contractor as needed, but at a minimum, by the close of each day.
- Maintain a record or maps of the streets in which debris was previously collected for disposal. Maintain a complete record of all collection “passes” and provide to County or its debris management contractor as requested.
- Perform other related duties as directed by debris management operational office or designated County personnel.
- Contractor shall compile daily and supply weekly, for each employee, legibly signed time sheets in triplicate with the original supplied to the County representative. Each time sheet shall include, the date, hours of work performed, location of work performed, and shall be verified and signed by a County staff member supervising the associated work area. Equivalent auditable electronic time keeping methods may be approved by Lee County prior to use.

EXHIBIT A SCOPE OF SERVICES

Ver 09/15/2016

- Electronic ADMS records must be secure, auditable, and be capable of accurately identifying, recording, and verifying all monitoring data including the specific staff member at each stage of the debris monitoring activities.
- Contractor shall provide a sufficient amount of "spare" ADMS units to ensure that there are no upsets to the operations.

Task 4 Monitor Temporary Debris Management Sites (TDMS):

As directed by Lee County, contractor shall provide TDMS inspection and recording services related to debris collected and delivered to the TDMS, including but not limited to:

- Monitor multiple contractors and multiple vehicles delivering materials to the TDMS.
- Maintain a copy of the collection vehicle certification log or database at each TDMS
- Verify each collection vehicle, delivering debris to the TDMS:
 - The certified placard information and the provided load ticket must match the vehicle certification log/database and must include the placard number and the volume as provided on placard
- Confirm that collection vehicles are properly tarped when arriving at the TDMS.
- If directed by the County, photograph each loaded vehicle bed and attach photograph to vehicle's load manifest/ticket or link with digital photographic records, as applicable.
- Review truck's manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket. Determine loaded volume at sites where scales are not in use.
- Sign or electronically sign, inbound load tickets before permitting truck to leave the TDMS check-in area to empty its load.
- Prior to exit from the TDMS, confirm that collection vehicles are completely empty; vehicles that are not completely emptied will not receive a completed dump ticket until they are empty.
- Maintain all debris tickets in an organized manner for daily reconciliation and storage.
- Troubleshoot questions and problems at the TDMS and identify issues that could impact eligibility for cost reimbursements and report immediately to County representative.
- Remain in contact with the central dispatch/staging operation command center. Notify County supervision immediately of any issues or potential issues.
- Perform other related duties as directed by County contract administrator, e.g. conduct routine and final inspections and issue closeout reports.
- Contractor shall compile daily and supply weekly, for each employee, legibly signed time sheets in triplicate with the original supplied to the County representative. Each time sheet shall include, the date, hours of work performed, location of work performed, and shall be verified and signed by a County staff member supervising the associated area. Equivalent auditable electronic time keeping methods may be approved by Lee County prior to use.
- Electronic ADMS records must be secure, auditable, and be capable of accurately identifying, recording, and verifying all monitoring data including the specific staff member at each stage of the debris monitoring activities.

Task 5 Data Management:

As directed by Lee County, the contractor shall coordinate data recording and information management systems, including but not limited to:

- Prepare detailed estimates and submit to County, its representative or Florida Department of Emergency Management (FDEM) and FEMA for use in Project Worksheet preparation.
- Implement and maintain an ADMS linking load ticket and TDMS information, including reconciliation and photographic documentation processes.

EXHIBIT A SCOPE OF SERVICES

Ver 09/15/2016

- Provide daily, weekly or other periodic reports for County and/or municipal debris managers noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

Provide ADMS data daily, weekly, or as requested to County and its debris management contractor.

Task 6 Other Technical/Administrative Assistance:

At the direction of the County, the contractor shall provide technical assistance related to post-event response, including but not limited to:

- Route mapping
 - Traffic management
 - TDMS review
 - Baseline assessment
 - Private property identification/negotiations
- Contractor management and/or FEMA negotiation

41. REQUIRED PROPOSAL FORMAT AND RESPONSE INFORMATION

- 41.1. All information for written proposals shall be included in the appropriate Tab. All other information that is undesignated shall be included in Tab 6. Place page numbers at the bottom of every page, excluding dividers. If any of the information provided by the Proposer is found to be, in the opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable this proposal may be rejected.
- 41.1.1. **TAB 1: Experience:** Contractor must provide/detailed descriptions of its experience, with a minimum of three government/political subdivisions, for FEMA related storm debris monitoring services typical to events that impact Florida, including Counties, Cities, Townships, etc. with populations exceeding 100,000. Provide experience as listed under Criteria 1.
- 41.1.2. **TAB 2: References:** Provide a minimum of three references for whom your firm has performed work within the past five years. Include project name, contact name, phone number and email address, summary and description of work performed. Provide as listed under Criteria 2.
- 41.1.3. **TAB 3: Monitor Training Program:** Provide an annotated table of contents for monitoring training program
- 41.1.4. **TAB 4: Personnel:** Provide a brief resume' of key employees to be assigned to the project. This component describes the general and specific project related capabilities of the Proposer's in-house staff and should demonstrate the depth of the Proposer's organization. Include management, technical, and support staff/on-site field staff. (Do not include clerical, part-time or sub-contractors as part of technical office staff.)
- 41.1.5. **TAB 5: Staffing/Recruiting:** Please provide your staffing/recruiting procedures for acquiring adequate staffing to perform the described monitoring tasks. Provide this information as it relates to various stages during a disaster response. (First 24hrs, First week, etc.)
- 41.1.6. **TAB 6: Data Management:** Describe the disaster debris monitoring system(s) used for data management; provide detail
- 41.1.7. **TAB 7: Price Scoring:** (if applicable) The Proposer with the lowest Price Proposal will be awarded the maximum score of listed in the scoring criteria section. All other proposals will be scored according to the following formula: $(\text{Lowest Price Proposal} / \text{Proposer's Price Proposal}) \times \text{Maximum points}$. Score For example, the maximum score available for price is 20. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 20 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: $150,000.00 / \$160,000.00 = .9375 \cdot .9375 \times 20 = 18.75$
- 41.1.8. **TAB 8: Required Documents:** Forms, licenses, certifications, www.Sunbiz.org print-out, Bid Bond, etc. (Tab 6 information not part of page count.)

EVALUATION PROCESS AND CRITERIA

**EXHIBIT B
FEE SCHEDULE**

The County shall pay the Vendor for actual work performed under this Agreement at the labor rates provided below. Rates are fully burdened and include, but are not limited to, overtime, all taxes, benefits, handling charges, over head, profits, per diem, and fuel costs. Labor rates include all equipment, tools, and supplies necessary for the employee to perform the tasks assigned. Labor rates include all costs associated with the use, care, and data management of the Vendor.

Position	Labor Rate Per Hour
Project Manager(s)*	\$95.00
Operation Manager(s)/Field Coordinator(s)*	\$65.00
Debris Monitor Supervisor(s)*	\$49.00
Debris Monitor(s) (Field/Staging/Crew Leaders(s))*	\$39.00
Data Entry(s)/ GIS Operator(s)*	\$28.00

* Labor rates listed above apply in all cases except when superseded by other Federal requirements such as FHWA Emergency Relief Program or others as applicable.

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

EXHIBIT C 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. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an **Additional Insured** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurance Center, A Division of BancorpSouth Insurance Services P. O. Box 228 Biloxi MS 39533	CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 228-374-2000 FAX (A/C, No): 228-863-1957 E-MAIL ADDRESS: patty.savage@bxsi.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED THOMINC-03 Thompson Consulting Services, LLC 1135 Townpark Ave, Ste. 2101 Lake Mary FL 32746	INSURER A: James River Insurance Co NAIC # 12203	
	INSURER B: Valley Forge Insurance Company 20508	
	INSURER C: American Casualty Company of Readin 20427	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1852270719 **REVISION NUMBER:**

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

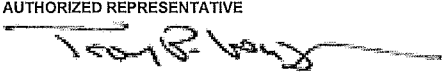
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			00065344-2	1/1/2017	1/1/2018	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2097385745	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2097385843	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: DISASTER DEBRIS MONITORING "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Lee County Board of County Commissioners P. O. Box 398 Fort Myers FL 33902-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CONTRACT REVIEW CHECKLIST

CONTRACT TYPE: Service Provider

SUBJECT: Project known as: Disaster Debris Monitoring

Between Lee County and Thompson Consulting Services, LLC

Reference: Department Director approval: N/A

County Administrator approval: N/A

Reference: Board action approving contract/agreement

Board Date: 3/21/2017

Agenda Item No.: C19 *kr*

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement
Project Sponsoring Department

Recommendation to execute
 Not recommending execution for the following reason(s):

Date received: 12-22-2016 Date returned/forwarded: 4-3-2017

Signed: _____

(2) **By Procurement Management:**
 Recommending execution

Not recommending execution for the following reason(s):

Date received: _____ Date returned/forwarded: _____

Signed: _____

2017 APR -4 PM 3:54
RECEIVED BY
LEE CO. ATTORNEY

(3) **By the Risk Management**
 Recommending execution

Not recommending execution for the following reason(s):

Date received: April 4, 2017 Date returned/forwarded: April 4, 2017

Signed: _____

(4) **By the County Attorney:**
 Recommending execution

Not recommending execution for the following reason(s):

Date received: 4/4/17 Date returned/forwarded: 4/5/17

Signed: Ashley King

(5) **Board**

(6) **Clerk's Office, Minutes Department** TKing 4-7-17

(7) **Procurement Management**

RECEIVED
MINUTES OFFICE
2017 APR -5 PM 4:46

Blue Sheet No. 20170114	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 3/21/2017	Item No. C19
------------------------------------	--	---------------------

TITLE:

Award contract for Disaster Debris Monitoring to Thompson Consulting Services, LLC.

ACTION REQUESTED:

- A) Approve award of Request for Proposals No. RFP 160256DKR, Disaster Debris Monitoring, to Thompson Consulting Services, LLC, to provide services related to disaster debris monitoring as provided in the contract, on an as needed basis for two years, at the rates listed in Exhibit "B" of the contract.
- B) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.
- C) Grant the Director of Procurement Management the authority to renegotiate and execute renewals of this contract, with approval from County Administration, for up to three additional, one-year terms, if doing so is in the best interest of Lee County.
- D) Upon BOCC declaration of a State of Local Emergency, authorize the County Manager to activate the contractor with a Notice to Proceed.

FUNDING:

Funding level to be determined based on storm severity and level of services required at the time of an event, Not Included in budget – funding will be transferred to appropriate funds when required.

WHAT ACTION ACCOMPLISHES:

Authorizes execution of a contract with Thompson Consulting Services, LLC to provide Lee County with disaster debris monitoring services including, but not limited to, debris monitors, debris monitoring services at debris management sites (DMS), oversight of debris collection contractor(s) for contract compliance, verifying and interpreting regulatory agencies policies, and the compilation and submittal of data and/or invoices to agencies for reimbursement. All debris monitoring activities will be in compliance with approved FEMA policies and guidance procedures along with other federal and state grant program requirements and all local, State, and Federal regulations.

MANAGEMENT RECOMMENDATION:

Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC 4-4 <input type="checkbox"/> Other	Commissioner: All Department: SOLID WASTE Division: No Divisions By: Keith Howard

Background:

Lee County is subject to natural disasters such as hurricanes, flooding and other weather related events. As part of the management of recovery efforts, certain prepositioned contracts are required to assist Lee County in the management, tracking and if applicable federal (FEMA) or state reimbursement applications for funds associated with disaster recovery activities.

Competitively selected prepositioned monitoring contracts are a requirement under FEMA regulations for communities that seek reimbursement for disaster recovery expenditures. Funding requirements will be

Required Review:

Keith Howard	Lori Borman	Peter Winton	Andrea R. Fraser	Mary Tucker	Doug Meurer
SOLID WASTE	Budget Analyst	Budget Services	County Attorney	Purchasing	County Manager

identified immediately after the disaster event and the Division's budget will be amended upon BOCC approval.

The Solid Waste Division submitted a request to Procurement Management to obtain proposals for the project known as Disaster Debris Monitoring.

On the proposal deadline of October 19, 2016, Procurement Management received four proposals. The proposals were reviewed by the evaluation committee on November 18, 2016. The evaluation committee's recommendation is to award to the most responsive, responsible proposer based on the evaluation criteria requirements, Thompson Consulting Services, LLC.

- Scoring Sheets
- Notice of Intended Decision
- Proposed Debris Monitoring Contract

A.M. Best Rating Services

James River Insurance Company (2)

A.M. Best #: 012604 NAIC #: 12203 FEIN #: 222824607

Mailing Address [View Additional Address Information](#)

P.O. Box 27648
Richmond, VA 23261
[United States](#)

Web: www.jamesriverins.com

Phone: 804-289-2700

Fax: 804-420-1054



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [055488 - James River Group Holdings, Ltd.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A (Excellent)
Affiliation Code:	g (Group)
Financial Size Category:	IX (\$250 Million to \$500 Million)
Outlook:	Stable
Action:	Upgraded
Effective Date:	July 29, 2016
Initial Rating Date:	July 03, 2003

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	a
Outlook:	Stable
Action:	Upgraded
Effective Date:	July 29, 2016
Initial Rating Date:	November 18, 2005

u Denotes [Under Review Best's Rating](#)

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Robert Raber

Senior Director: Gregory T. Williams

Disclosure Information



[View A.M. Best's Rating Disclosure Form](#)



[A.M. Best Upgrades Ratings of JRG Reinsurance Company, Ltd. and Its Affiliates](#)
July 29, 2016

Rating History

A.M. Best has provided ratings & analysis on this company since 2003.

A.M. Best Rating Services

Valley Forge Insurance Company (2)

A.M. Best #: 002132 NAIC #: 20508 FEIN #: 231620527

Administrative Office

333 South Wabash Avenue
Chicago, IL 60604

[United States](#)

Web: www.cna.com

Phone: 312-822-5000

[View Additional Address Information](#)



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [058705 - CNA Financial Corporation](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A (Excellent)
Affiliation Code:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	February 23, 2016
Initial Rating Date:	June 30, 1948

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	February 23, 2016
Initial Rating Date:	June 21, 2005

u Denotes [Under Review Best's Rating](#)

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Gregory Dickerson

Director: Jennifer Marshall, CPCU, ARM

Disclosure Information



View A.M. Best's [Rating Disclosure Form](#)



[A.M. Best Affirms Ratings of CNA Financial Corporation and Its Subsidiaries; Assigns Rating to New Senior Notes](#)
February 23, 2016

Rating History

A.M. Best has provided ratings & analysis on this company since 1948.

A.M. Best Rating Services

American Casualty Company of Reading, Pennsylvania (2)

A.M. Best #: 002127 NAIC #: 20427 FEIN #: 230342560

Administrative Office

333 South Wabash Avenue
Chicago, IL 60604

[United States](#)

[View Additional Address Information](#)



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

Web: www.cna.com

Phone: 312-822-5000

Fax: 312-822-6419

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [058705 - CNA Financial Corporation](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A (Excellent)
Affiliation Code:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	February 23, 2016
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	February 23, 2016
Initial Rating Date:	June 21, 2005

u Denotes [Under Review Best's Rating](#)

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Gregory Dickerson

Director: Jennifer Marshall, CPCU, ARM

Disclosure Information



View A.M. Best's [Rating Disclosure Form](#)



[A.M. Best Affirms Ratings of CNA Financial Corporation and Its Subsidiaries: Assigns Rating to New Senior Notes](#)
February 23, 2016

Rating History

A.M. Best has provided ratings & analysis on this company since 1922.